



*Seat 1 - Steve Kurtz, Chairman
Seat 2 - IV Chandler, Supervisor
Seat 3 - Arthur Rowe, Vice Chairman
Seat 4 - Gary Moyer, Supervisor
Seat 5 - Peter Evans, Supervisor*

Monthly Board Meetings are held at:

*District Office Board Room
984 Old Mill Run The Villages, FL 32162
The Villages, Florida 32162*

AGENDA

April 10, 2019

3:30 PM

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

2. Employee Anniversaries

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.

3. Approval of the Minutes

Approval of the Minutes of the Meeting held on March 6, 2019
4. Award of Invitation to Bid (ITB) #19B-005 Greens Renovations Oakleigh and Briarwood Executive Golf Courses

Review and approval of a recommendation of award Invitation to Bid #19B-005 Greens Renovations Oakleigh and Briarwood Executive Golf Courses (*AAC Consideration Item*)
5. Renewal Two (Final) for Painting Services with Lester Painting, Inc.

Review and approval of Renewal Two (final) to ITB #15B-024 Agreement between Village Center Community Development District and Lester Painting, Inc. for Villa Wall and Sign Wall Painting Services (*AAC consideration item*).

6. Award of Invitation to Bid (ITB) #19B-010 Buena Vista Blvd Maxicom Conversion
Review and approval of Award for Invitation to Bid (ITB) #19B-010 Buena Vista Blvd Maxicom Conversion. *(AAC Consideration Item)*

NEW BUSINESS:

7. Approval of Amendment 1 to Additional Services – Performance of Certain Annual Capital Improvement Projects
The Approval of Amendment 1 to Additional Services – Performance of Certain Annual Capital Improvement Projects in the Agreement with Operations Management International, Inc. (JACOBS/CH2M/OMI) for Village Center Community Development District for the fiscal year 2018-2019.
8. Approval of new water, sewer and miscellaneous charges for residential and commercial properties within the Little Sumter Service Area (LSSA) utility
Approval of LSSA Rate Sufficiency Study and authorize Staff to advertise
9. Request for Sole Source designation of Ovivo USA, LLC for the purchase of Carrousel System Equipment used in Wastewater Treatment Processing
Review and approval of a Sole Source designation of Ovivo USA, LLC for the purchase of Carrousel System Equipment used in Wastewater Treatment Processing. TSC-Jacobs, North is the exclusive authorized sales representative for this Wastewater Treatment Process Equipment within the State of Florida.
10. Request to Approve Updated Purchasing Policies and Procedures
Request to Approve Updated Purchasing Policies and Procedures.
11. Final Review of Board Operating Policies and Procedures

INFORMATIONAL ITEMS ONLY:

12. Financial Statements
Budget to Actual Statements as of February 28, 2019.

REPORTS AND INPUT:

13. District Manager Reports
 - A. AAC After Agenda
 - B. Villages Fire Rescue Response Statistics
 - C. Fire Protection Services Letter with the Town of Lady Lake
14. District Counsel Reports
15. Supervisor Comments
16. Adjourn

HOSPITALITY * STEWARDSHIP * CREATIVITY * HARD WORK

NOTICE

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



AGENDA REQUEST

TO: Board of Supervisors
Village Center Community Development District

FROM: Human Resources

DATE: 4/10/2019

SUBJECT: **Employee Anniversaries**

ISSUE:

April 10, 2019 presentation of Employee Service Awards to recognize District Employees for their length of service and dedication to the District.

ANALYSIS/INFORMATION:

For our recognition ceremony the Village Center Community Development District management Staff would like to extend our appreciation and acknowledgement to those who have reached 10 years of service or longer with the District.

STAFF RECOMMENDATION:

The Village Center Community Development District Management staff would like to take the time to publicly thank the following staff members for their years of loyalty and dedication to the District.

- Lynda Feustel – 30 years of service – Recreation Facilities Manager
- Hugh Calvert - 10 years of service - Gate Attendant

MOTION:



AGENDA REQUEST

TO: Board of Supervisors
Village Center Community Development District

FROM: Jennifer McQueary, District Clerk

DATE: 4/10/2019

SUBJECT: Approval of the Minutes

ISSUE: Approval of the Minutes of the Meeting held on March 6, 2019

ANALYSIS/INFORMATION: Staff requested approval of the Minutes for the Meeting held on March 6, 2019.

STAFF RECOMMENDATION: Staff recommended approval of the Minutes for the Meeting held on March 6, 2019.

MOTION: Motion to approve the Minutes for the Meeting held on March 6, 2019.

ATTACHMENTS:

Description	Type
▣ 3-6-19 Minutes	Cover Memo

**MINUTES OF MEETING
VILLAGE CENTER COMMUNITY
DEVELOPMENT DISTRICT**

A Meeting of the Board of Supervisors of Village Center Community Development District was held on Wednesday, March 6, 2019 at 3:30 p.m. at the District Office Board Room, 984 Old Mill Run, The Villages, Florida, 32162.

Board members present and constituting a quorum:

Steve Kurtz	Chairman
Art Rowe	Vice Chairman
Peter Evans	Supervisor
IV Chandler	Supervisor
Gary Moyer	Supervisor

Staff Present:

Richard Baier	District Manager
Kenny Blocker	Assistant District Manager
Lewis Stone	District Counsel
Matt Armstrong	Recreation Manager
Sam Wartinbee	District Property Management Director
Barbara Kays	Budget Director
Deb Franklin	Director of Human Resources and Strategic Planning
Anne Hochsprung	Finance Director
Carrie Duckett	Director of Resident Services & Communication
Brittany Wilson	Director of Technology and Board Services
Candice Harris	Deputy District Clerk

FIRST ORDER OF BUSINESS:

Call to Order

A. Roll Call

Chairman Kurtz called the meeting to order at 3:30 p.m. and stated for the record that all Supervisors were present representing a quorum.

B. Pledge of Allegiance

Chairman Kurtz led the Pledge of Allegiance.

C. Observation of a Moment of Silence

The Board and audience in attendance observed a moment of silence for those who serve our Country and community.

D. Welcome Meeting Attendees

The Board welcomed all those in attendance.

E. Audience Comments

No audience comments were received.

At this time, the Board and Staff recognized former Chairman Steve Drake for his many years of service on the Village Center Community Development District (VCCDD) Board and thanked him for his service to the community.

SECOND ORDER OF BUSINESS: Employee Anniversaries

Deb Franklin, Director of Human Resources and Strategic Planning, stated that District Management realizes the importance of recognizing employees for their service and dedication to the District for 10 years or more. The VCCDD Board of Supervisors and Staff recognized Lisa Parkyn and Jay Sampson with the Recreation Department for 10 years of service, Joan Bulmer with the Recreation Department for 15 years of service and Sam Wartinbee with District Property Management (DPM) for 25 years of service.

CONSENT AGENDA:

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

Richard Baier, District Manager, requested that the Sixth Order of Business – Shay Gate Bathroom Addition be pulled from the Consent Agenda.

On MOTION by Peter Evans, seconded by Art Rowe, with all in favor, the Board took the following action on the items included on the Consent Agenda:

THIRD ORDER OF BUSINESS: Approval of the Minutes for the Meeting held on February 6, 2019.

FOURTH ORDER OF BUSINESS: Approval to declare Nova Sports USA as the Standardized Product of use for Shuffleboard Court Resurfacing Projects at the

District Recreation Centers.

FIFTH ORDER OF BUSINESS: Award of the Village Center Community Development District portion of ITB #19B-003 – Roof Replacement for Various Recreation Centers to Dunnrite Roofing, Inc. for the roof replacement at the Wood Shop (\$52,667.00), Chula Vista Recreation Center (\$117,099.00) and La Hacienda Recreation Centers (\$238,667.00) utilizing the total project pricing reflected on Exhibit A for a total project amount of \$408,090.00 and authorized the Chairman/Vice Chairman to execute the agreement for services.

SEVENTH ORDER OF BUSINESS: Approval to terminate the contract for RFP #17P-023 – VCCDD and SLCD Professional Janitorial Services with Premier Janitorial Services effective September 30, 2019 and no renewal of any other existing janitorial contracts until a new RFP can be issued.

EIGHTH ORDER OF BUSINESS: Acceptance of the Quit Claim Deed from The Villages of Lake-Sumter, Inc. for construction of a new Air Gun Range.

NINTH ORDER OF BUSINESS: Discussion Item: Operating Policies and Procedures

Mr. Baier advised that all Boards have been given a draft copy of the Operating Policies and Procedures to review. Staff will complete an in-depth review of each of the policies and procedures, and if any of the Board members have changes, concerns, questions, or comments, they will be addressed at this time.

Brittany Wilson, Director of Technology and Board Support Services, advised that at the February meeting the Board was provided with a copy of the Draft Operating Policies and Procedures. Ms. Wilson advised the VCCDD Board is the first Board Staff is presenting the updated information to, as the other Boards have not met to discuss the items further. Staff is anticipating that comments may be received that will affect other Board's Rules; therefore, once all revisions have been incorporated into the Operating Policies and Procedures, Staff will proceed with the advertisement to hold a Public Hearing at which time the Board will formally adopt its Rule. Ms. Wilson and Mr. Baier reviewed the following sections:

Section 1.3-6) Officers – Options for Selection of a Board Chairman and Vice Chairman: Maintain current process of nomination and majority vote by Board following a general election.

Section 1.5-4) Agenda Format: Maintain current agenda format. If a Supervisor would like an item included on the agenda it is requested that the item be provided to Staff 10 days in advance of the meeting and will be included under the “Supervisor Comments” portion of the agenda.

Mr. Baier advised a report and further discussion on the operating policies and procedures will occur during the April Board meeting.

TENTH ORDER OF BUSINESS: Request for addition of Fleet/Logistics Manager Position

James Goodworth, Deputy Chief of The Villages Public Safety Department (VPSD), advised that as the Board is aware, the District entered into an Interlocal Agreement with Sumter County Board of County Commissioners at the February 6, 2019 meeting. Within the Interlocal Agreement, a sub agreement provides for the provision of fleet maintenance service with Sumter County. Deputy Chief Goodworth advised that currently VPSD has three (3) full-time Fleet Technicians on Staff. The Interlocal Agreement with Sumter County provides for the opportunity to restructure the current fleet personnel by consolidating the three (3) full-time Fleet Technician positions to one (1) full time Fleet/Logistics Manager position which will result in a savings of approximately \$100,000 within the first year and increased cost savings thereafter. Deputy Chief Goodworth reviewed the essential duties of the new position with the Board and advised that Staff is recommending approval of the Fleet/Logistics Manager Position.

Mr. Baier advised that this position will be the primary interface with Sumter County and will be responsible for the analytical management of the fleet, approximately 160 vehicles, which is a large asset and needs to be actively managed. The position will also be the primary contact for new fleet vehicles.

On MOTION by IV Chandler, seconded by Gary Moyer, with all in favor, the Board approved the addition of the position of Fleet/Logistics Manager for The Villages Public Safety Department.

ELEVENTH ORDER OF BUSINESS: Designation of Authorized Agents for District Utility Operations

Kenny Blocker, Assistant District Manager, advised that Staff is requesting approval to appoint John (Trey) Arnett III and Brian Foulkes of Arnett Environmental LLC as authorized agents for all matters relating to the utility operations of the District owned utilities.

On MOTION by Gary Moyer, seconded by Art Rowe, with all in favor, the Board approved the appointment of John (Trey) Arnett III and Brian Foulkes of Arnett Environmental LLC as Authorized Agents for all matters relating to the utility operations of the District owned utilities.

TWELFTH ORDER OF BUSINESS: Long-term Investment Portfolio

Mr. Blocker advised that the Investment Advisory Committee (IAC) met with PFM, the District's Financial Advisors, on February 5, 2019 to review the annual cash flow analysis to determine the appropriate allocation of cash, cash equivalents and investments for the Long-Term Investment Portfolio (LTIP). As a result of the analysis, it is recommended that the Board increase the amount invested in the LTIP to be consistent with the 15% recommended by the IAC. If approved by the Board, the transfer of funds will be completed in quarterly increments and a total amount of \$487,695.

On MOTION by Art Rowe, seconded by Peter Evans, with all in favor, the Board approved a total \$487,695 increase to the specifically identified Long-Term investment Portfolio funds as stated as of April 1, 2019 and to maintain the current Long-Term Investment Portfolio balance for the Fitness fund and no not invest any TEA or Beyond the Stars funds in the Long-term Investment Policy at this time.

THIRTEENTH ORDER OF BUSINESS: Financial Statements

The Financial Statements as of January 31, 2019 were provided as information.

FOURTEENTH ORDER OF BUSINESS: Architectural Review Committee Alternate Member

Carrie Duckett, Director of Resident Services & Communication, advised that Staff continues to advertise for the Architectural Review Committee (ARC) alternate member for the Lady Lake/Lake County portion of The Villages. The Board previously appointed Ms. Judy Glasel as the primary position; however, Staff received her resignation from the ARC on March 4, 2019. Ms. Duckett advised

that Staff will now advertise for a primary and alternate member for the ARC for the Lady Lake/Lake County portion of The Villages.

FIFTEENTH ORDER OF BUSINESS: District Manager Reports

A. Recognition of Service

The item was previously addressed.

B. AAC After Agenda

Mr. Baier reviewed the After Agenda from the Amenity Authority Committee (AAC) meeting held on March 6, 2019 which was provided.

Mr. Blocker advised that the AAC recommending approval to declare Aquatic Access, Inc. as the Standardized Product for use of Pool Lift Installation and Replacement Projects at Recreation Center Pools. Staff is requesting the Board approve the request and authorize the purchase of eight (8) aquatic access lifts prior to April 1, 2019 to receive the lower bulk rate.

On MOTION by Peter Evans, seconded by Gary Moyer, with all in favor, the Board declared Aquatic Access, Inc. as the Standardized Product of use for Pool Lift Installation and Replacement Projects at the Recreation Center Pools and approved the purchase of eight (8) aquatic access lifts prior to April 1, 2019.

Supervisor Moyer advised that a comment was made during the this morning's AAC meeting regarding a new article about The Villages that was published in a Las Vegas publication and requested that Staff provide the Board with a copy via email. Mr. Baier advised that Staff will forward the article to the Board as well as the AAC members.

C. Village Fire Rescue Response Statistics

Chief Cain, VPSD, provided an overview of response statistics for Village Fire Rescue and highlighted the previous and current month's major incident types and response times.

D. Updated Resident Academy Flyer

Ms. Duckett reviewed the updated Resident Academy flyer with the Board advising that on-line registration for the upcoming 2019 Resident Academy sessions will begin on February 28, 2019.

E. Ex-parte Communication

Mr. Bair provided a reminder to the Board Supervisors that Florida Law prohibits ex-parte communication which includes any communication with residents about Deed Compliance or Architectural Review Committee (ARC) issues or ongoing cases.

F. Reminder: District Government Update Meeting

Mr. Baier advised that a District Government Update Meeting will be held on Friday, April 5, 2019 from 9:00 a.m. to 11:00 a.m. at the Rohan Regional Recreation Center in the Colony Cottage and Laurel Manor Rooms.

SIXTEENTH ORDER OF BUSINESS: District Counsel Reports

There were no District Counsel Reports.

SEVENTEENTH ORDER OF BUSINESS: Supervisor Comments

There were no Supervisor Comments.

EIGHTEENTH ORDER OF BUSINESS: Adjourn

The meeting was adjourned at 4:24 p.m.

On MOTION by IV Chandler, seconded by Art Rowe, with all in favor, the Meeting was adjourned.
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Richard J. Baier
Secretary

Steve Kurtz
Chairman



AGENDA REQUEST

TO: Board of Supervisors
Village Center Community Development District

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

DATE: 4/10/2019

SUBJECT: **Award of Invitation to Bid (ITB) #19B-005 Greens Renovations Oakleigh and Briarwood Executive Golf Courses**

ISSUE:

Review and approval of a recommendation of award Invitation to Bid #19B-005 Greens Renovations Oakleigh and Briarwood Executive Golf Courses (*AAC Consideration Item*)

ANALYSIS/INFORMATION:

On January 29, 2019, staff issued Invitation to Bid for Greens Renovations Oakleigh and Briarwood Executive Golf Courses. This project consists of renovations to one green at Oakleigh and one green at Briarwood Executive Golf Courses. Bid evaluation to determine the lowest responsive and responsible bidder included the bid price and reference checks. Staff has verified references provided by SSS Down To Earth OPCO LLC whose bid was determined to be the lowest, most responsive and responsible bid submitted (Exhibit A).

Five (5) contractors submitted bids. The BID tabulation results for both areas are as follows:

Contractors	BID Grand Total
SSS Down To Earth OPCO LLC	\$47,348.00
Landirr, Inc	\$50,515.00
One Golf Inc	\$50,758.00
Westscapes LLC	\$56,877.00
Detailed Sports Turf Construction, Inc	\$84,976.00

BUDGET IMPACT:

The amount budgeted for this project was \$51,000.00. The lowest, most responsive and responsible bid came in at \$47,348.00. This is a total of \$3,652.00 under the approved budget amount. Funds are available in the FY20187-19 budget.

STAFF RECOMMENDATION:

Staff is requesting approval of a recommendation of award for ITB #19B-005 Greens Renovations Oakleigh and Briarwood Executive Golf Courses to SSS Down To Earth OPCO LLC in the total amount of \$47,348.00 based on the pricing reflected in Exhibit “A”.

MOTION:

Motion to award BID #19B-005 to SSS Down To Earth OPCO LLC for the Greens Renovations Oakleigh and Briarwood Executive Golf Courses project in the total amount of \$47,348.00 based on the pricing in Exhibit “A”; and authorize the Chairman/Vice Chairman to execute the Agreement.

ATTACHMENTS:

Description	Type
▣ Agreement BID #19B-005	Exhibit
▣ Exhibit A	Exhibit

**AGREEMENT FOR SERVICES BETWEEN
VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT AND
SSS DOWN TO EARTH OPCO LLC FOR GREENS RENOVATIONS OAKLEIGH AND
BRIARWOOD EXECUTIVE GOLF COURSES
BID #19B-005**

THIS AGREEMENT is made this 10th day of April 2019, by and between **VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT** (hereafter referred to as "DISTRICT"), whose address is 984 Old Mill Run, The Villages, Florida 32162, and **SSS DOWN TO EARTH OPCO LLC** (hereafter referred to as "CONTRACTOR"), whose address is 27185 COUNTY ROAD 448A, MOUNT DORA, FLORIDA 32757.

RECITALS

WHEREAS, the DISTRICT owns or operates certain real property requiring golf course green renovations and wishes to enter into an agreement with a party capable of providing suitable golf course renovation services; and

WHEREAS, CONTRACTOR provides said services and wishes to enter into an agreement whereby the CONTRACTOR performs services for the DISTRICT in consideration of payments from the DISTRICT to the CONTRACTOR;

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

- I. Construction Materials, Services and Labor: That for and in consideration of the mutual promises and covenants hereinafter contained, together with the monetary considerations hereinafter recited, the CONTRACTOR shall furnish all labor, services and materials for the GREENS RENOVATIONS OAKLEIGH AND BRIARWOOD, Invitation to Bid (BID) #19B-005. All work and labor shall be done in accordance with the plans and specifications as provided to the CONTRACTOR for the BID and all incidental and necessary work thereto.
- II. Agreement Price: In consideration of the work, labor, services and materials to be furnished by the CONTRACTOR, in accordance with said plans and specifications, the DISTRICT agrees to pay the CONTRACTOR, upon completion and acceptance thereof by the DISTRICT, the total Agreement price of forty-seven thousand, three hundred forty-eight dollars and 00/100 (\$47,348.00) as evidenced by Exhibit "A" to this Agreement.
- III. Agreement Documents:
 - a. Invitation to Bid
 - b. Instructions, Terms, and Conditions
 - c. Bid Forms
 - d. Bidder's Certification
 - e. Statement of Terms and Conditions
 - f. Drug Free Workplace Certificate
 - g. Statement of Contractor's Experience, Equipment & Personnel
 - h. E-Verify Contractor/Subcontractor Affidavit
 - i. Scope of Work / Specifications
 - j. Plans / Drawings
 - k. Agreement
 - l. Permits / Licenses
 - m. All Addenda Issued Prior to Bid Opening Date
 - n. All Modifications and Change Orders Issued
 - o. Notice of Award / Notice to Proceed

- IV. Insurance: Before performing any contract work, the CONTRACTOR shall procure and maintain during the life of the Agreement the insurance listed below.
- a. General Liability. Contractor shall obtain, and maintain throughout the life of the Agreement, General Liability Insurance in an amount no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage. Insurance shall protect the Contractor, subconsultants and subcontractors from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under the Agreement. District(s) shall be named as Additional Insured.
 - b. Automobile Liability Insurance covering all automobiles and trucks the Contractor may use in connection with this BID. The limit of liability for this coverage shall be a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles. District(s) shall be named as Additional Insured.
 - c. Excess Liability Insurance (Umbrella Policy) may compensate for a deficiency in general liability or automobile insurance coverage limits.
 - d. Waiver of Subrogation: By entering into any Agreement as a result of this BID, Contractor agrees to a Waiver of Subrogation for each policy required above.
 - e. Workers' Compensation Insurance, as required by the State of Florida. As required by the State of Florida. Contractor and any sub consultants or subcontractors shall comply fully with the Florida Worker's Compensation Law. Contractor must provide certificate of insurance showing Worker's Compensation coverage.
 - f. Certificate(s) shall be dated and show:
 - i. The name of the insured Contractor, the specified job by name and/or BID number, the name of the insurer, the number of the policy, its effective date and its termination date.
 - ii. Statement that the insurer will mail notice to the District at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
 - iii. Subrogation of Waiver clause.
 - iv. The Village Center Community Development District and any other governmental agencies using this agreement in cooperation with the District shall be a named additional insured on Public Liability Insurance and Automobile Liability Insurance.
 - v. The Contractor shall require of each its sub consultants and/or subcontractors to procure and maintain during the life of its subcontract, insurance of the type specified above or insure the activities of its sub consultants and/or subcontractors in its policy as described above.
 - vi. All insurance policies shall be written on companies authorized to do business in the State of Florida.
- V. Contractor's Affidavit: When all work contemplated by the Agreement has been completed, inspected and approved by the DISTRICT, the CONTRACTOR shall furnish to the DISTRICT the CONTRACTOR's affidavit as required by the Construction Lien Law, Florida Statutes Ch. 713. Signed Release of Lien may also be required by the DISTRICT at its option.
- VI. Warranty: The CONTRACTOR warrants to the DISTRICT that all materials and equipment furnished under the Agreement will be of good quality, new, and fit for the purpose intended. Unless otherwise required or permitted by the Agreement Documents, the work will be free from defects not inherent in the quality required or permitted, and the work will conform to the requirements of the Agreement Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. The CONTRACTOR's warranty excludes remedy for damage or defect cause by abuse or modifications not executed the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

- a. If applicable, all installed landscape material shall be under CONTRACTOR warranty for a period of ninety (90) days. Such warranty period shall begin on the date the final payment to CONTRACTOR by the DISTRICT is issued.
 - b. All other labor and materials shall be under CONTRACTOR warranty for a period of one (1) year. Such warranty period shall begin on the date of the final payment to CONTRACTOR by the DISTRICT is issued.
- VII. Correction of Work: The CONTRACTOR shall promptly correct work rejected by the DISTRICT or work failing to conform to the requirements of the Agreement Documents, whether observed before or after acceptance by the DISTRICT and whether or not fabricated, installed or completed. The CONTRACTOR shall bear costs of corrected such rejected work, including additional testing and inspections and any compensation for the services and expenses made necessary thereby. If within one (1) year after the date of acceptance any of the work is found to be not in accordance with the requirements of the Construction Documents, the CONTRACTOR shall correct it promptly after receipt of written notice from the DISTRICT to do so unless the DISTRICT has previously given the CONTRACTOR a written acceptance of such condition. The obligation under this paragraph shall survive the termination of this Agreement. The DISTRICT shall give such notice promptly after discovery of the condition.
- VIII. Payment: Upon certification, approval of final inspection by the DISTRICT and submittal of applicable invoice, one payment shall be made to the CONTRACTOR upon CONTRACTOR's application for all services or work completed or materials furnished in accordance with the Agreement. CONTRACTOR shall submit application for payment by the first of the month for services provided the preceding month. All pay requests shall be submitted to the DISTRICT on an AIA Document G702 "Application and Certificate for Payment" (or equivalent). All applications for payment must be submitted to the DISTRICT's representative for Certification and must be delivered to:

Village Community Development District
Attn: Eric Van Gorder, Director of Executive Golf Maintenance
984 Old Mill Run
The Villages, FL. 32162

Payment by the DISTRICT will be made no later than forty-five (45) days after the Application and Certificate for Payment (AIA Document G702) has been certified by the DISTRICT representative, per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218.735.

- IX. Time for Performance: Time is of the essence in the performance of this Agreement. The CONTRACTOR specifically agrees that he will commence operations on the date specified in the Notice to Proceed and that all work to be performed under the provisions of this Agreement shall be completed within 132 calendar days, subject only to delays caused through no fault of the CONTRACTOR.
- X. Indemnification: To the fullest extent permitted by Florida Statute 725.06, CONTRACTOR shall indemnify and hold harmless the DISTRICT and the officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolutions costs) arising out of or relating to the performance of the work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of CONTRACTOR, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable. The monetary limitation on the extent of the indemnification by CONTRACTOR shall be \$1 million dollars per occurrence.

- XI. Changes: No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by the parties hereto. In the event of any disagreement as to the provisions of this Agreement with the plans and specifications that are made a part hereof by reference, the Agreement shall prevail.
- XII. Liquidated Damages: The parties to this Agreement agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the DISTRICT for delay in the completion of the work provided for herein would be difficult to ascertain. Accordingly, the parties to the Agreement agree that the liquidated damages for each and every day that the time consumed in completing the work provided for in these Agreement Documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty.

The amount(s) of liquidated damages caused by the CONTRACTOR's delay will be deducted and retained out of the monies payable to the CONTRACTOR. If not so deducted, the CONTRACTOR and sureties for the CONTRACTOR shall be liable therefore.

The amount of liquidated damages to be assessed for each calendar day that final completion is delayed beyond the required date of completion per Paragraph IX of this Agreement shall be Two Hundred Fifty and 00/100 Dollars (\$250.00) per day.

XIII. General Conditions:

- a. The CONTRACTOR shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from CONTRACTOR's operations, including site clean-up and policing on a daily basis. The CONTRACTOR shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The CONTRACTOR shall ensure that all handling and disposal of refuse materials performed pursuant to this Agreement is performed in compliance with all local, state and federal regulations. The CONTRACTOR shall provide CONTRACTOR's own dumpster(s) for the storage of such material, which shall be located in approved areas designated by the DISTRICT. The use of DISTRICT's dumpster(s) for any refuse disposal by the CONTRACTOR is strictly prohibited.
- b. All CONTRACTOR and Sub-Contractor personnel shall wear personal protective equipment in the performance of their duties to include safety vests, protective eye wear or face shields, respiratory protection as necessary, gloves and protective clothing.
- c. CONTRACTOR shall be responsible for adhering to all local, state and federal safety guidelines and observe all safety precautions when performing services on DISTRICT property, roadways and right-of-ways to include safe location of parked vehicles, signage, use of safety cones, flag personnel as necessary, use of safety vests on all personnel and vehicles which are clearly identifiable as belonging to the CONTRACTOR.
- d. CONTRACTOR acknowledges that the public may associate the CONTRACTOR as an employee of the DISTRICT while the CONTRACTOR performs services on the DISTRICT's property. CONTRACTOR agrees to conduct its services and supervise its employees in a way not detrimental to the DISTRICT's business operation.
- e. CONTRACTOR shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.
- f. The obligations of the CONTRACTOR under this Agreement may not be delegated without the prior written consent of the DISTRICT. The DISTRICT may freely assign this Agreement to any entity acquiring the real estate which is subject to this Agreement.
- g. In the event of default by any party to this Agreement, the prevailing party shall be entitled to recover from the defaulting party, all costs and expenses, including a reasonable

attorney's fee, whether suit be instituted or not, and at the trial court and appellate court level incurred by the prevailing party enforcing its right hereunder.

The venue for the enforcement, construction or interpretation of this Agreement, shall be the County or Circuit Court for Sumter County, Florida, and CONTRACTOR does hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future, in connection with the Agreement, or its duties, obligations, or responsibilities or rights hereunder.

- h. CONTRACTOR shall not be construed to be the agent, servant or employee of the DISTRICT or of any elected or appointed official thereof, for any purpose whatsoever, and further CONTRACTOR shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or on a tort, as the agent, servant or employee of the DISTRICT.
- i. These Agreement Documents constitute the entire understanding and agreement between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts/agreements previously existing between the Parties with respect to the subject matters of this Agreement. The CONTRACTOR recognizes that any representations, statements, or negotiations made by DISTRICT staff do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing and signed by an authorized DISTRICT representative. This Agreement shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.
- j. No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

XIV. Contractor's Representations: CONTRACTOR makes the following representations:

- a. CONTRACTOR has familiarized himself with the nature and extent of the Agreement Documents, work, locality, and all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
- b. CONTRACTOR declares that he has visited and examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the plans for the work and other Agreement Documents relative thereto and has read all the addenda furnished prior to the proposal/bid opening, and that CONTRACTOR has satisfied himself relative to the work to be performed.
- c. CONTRACTOR has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality and quantities of work to be performed, materials to be furnished, and requirements of the plans and other Agreement Documents.
- d. CONTRACTOR has given the DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Agreement Documents.
- e. CONTRACTOR declares that submission of a proposal/bid for the work constitutes an incontrovertible representation that the CONTRACTOR has complied with every requirement of this Section, and that the Agreement Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
- f. Equal Opportunity: CONTRACTOR assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Agreement.

- g. E-Verification: As per the Immigration and Nationality Act of 1952 (INA), Immigration Reform and Control Act of 1986 (IRCA) and State of Florida Executive Order Number 11-116, the CONTRACTOR identified in this Agreement shall utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the Agreement term by the CONTRACTOR to perform employment duties pursuant to the Agreement, within Florida; and all persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the Agreement with the DISTRICT. (<http://www.uscis.gov/e-verify>) Additionally, the CONTRACTOR shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the Agreement term by the CONTRACTOR to perform work or provide services pursuant to this Agreement with the DISTRICT. It is understood that the DISTRICT will not be responsible for any violations of Federal law and the CONTRACTOR, solely, will be responsible and liable for any violations and or penalties associated with such violation.
- h. Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal/bid on a contract/agreement with a public entity for the construction or repair of a public building or public work, may not submit proposals/bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. CONTRACTOR affirmatively represents that neither it nor its owners, sub-contractor or sub-subcontractor are nor will be on the convicted vendor list during the term of this Agreement.
- i. Public Records Act/Chapter 119 Requirements: The District is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:
 - 1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service;
 - 2. Provide the agency access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - 3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - 4. Meet all requirements for retaining public records and transfers to the District, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the District in a format that is compatible with the current information technology systems of the District.

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

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

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

VILLAGE CENTER COMMUNITY
DEVELOPMENT DISTRICT

By: _____

Print Name

Print Title

Date

Attest

SSS DOWN TO EARTH OPCO LLC

By:  _____

MICHAEL MOSLER II
Print Name

Managing Partner
Print Title

3/8/19
Date

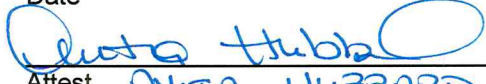

Attest ANITA HUBBARD

Exhibit A

Greens Renovations Oakleigh and Briarwood

BID #19B-005

BID FORM

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT ITB #19-005 Greens Renovations Oakleigh and Briarwood

GREENS Oakleigh #2 and Briarwood #5				
DESCRIPTION	Est. QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
Spray current green surface areas with Round Up and Fusillade 2 times at 7 day interval	11,100	sqft	\$0.16	\$1,776.00
Shell out all sprayed surface areas maximum depth of 12 inches. Removing any deeper roots or other material visible as needed	11,100	sqft	\$0.42	\$4,662.00
Refill, shape, and level keeping to contour/sizes with 85/15 greens mix	11,100	sqft	\$2.25	\$24,975.00
Sprig to professional standards (all greens at 40/BU per 1000 Sq. Ft. of Certified TifDwarf Bermuda , crimp 2 ways)	11,100	sqft	\$0.65	\$7,215.00
All Spoils to be removed and taken off-site	2	LS	\$2,500.00	\$5,000.00
SUB TOTAL				\$43,628.00
COLLARS				
Strip existing Collars average 60" from edge of green minimum depth of 1.5" inches	2,000	sqft	\$0.42	\$840.00
All Spoils to be removed and taken off-site	2	LS	\$650.00	\$1,300.00
Re Grass with certified Bermuda Tiff Grande sod to match line with sprig areas of green	2,000	sqft	\$0.79	\$1,580.00
SUB TOTAL				\$3,720.00
BID GRAND TOTAL			\$47,348.00	

NOTE(S):

- Bid price shall include all labor, equipment, fuel and materials needed to complete the project per specifications. Bid will be awarded to one Contractor based on the lowest responsible and responsive Bidder. Bid evaluation to determine the successful Bidder will include the Bid Grand Total and Contractor's References.
- When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the District's bid documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your bid being declared non-responsive.
- All price information to be used in the Bid review must be on this Bid form.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.

"The undersigned, as Bidder, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the BID and Specifications for the work and comments hereto attached. The Bidder agrees, if this Bid is accepted, to contract with the Sumter Landing Community Development District in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the Bid and Agreement Documents for this Project. The Bidder agrees to accept in full compensation for each item the prices named in the schedules incorporated herein. Bidder agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this Bid."

MICHAEL MOSLER II, MANAGING PARTNER

Authorized Agent Name, Title (Print)

Authorized Signature

3/1/2019

Date

Name of Bidder's Firm:

SSS DOWN TO EARTH OPCO LLC

This document must be completed and returned with your Submittal

Exhibit A

Greens Renovations Oakleigh and Briarwood

BID #19B-005

BID FORM

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT

ITB #19-005 Greens Renovations Oakleigh and Briarwood

GREENS Oakleigh #2 and Briarwood #5

DESCRIPTION	Est. QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
Spray current green surface areas with Round Up and Fusillade 2 times at 7 day interval	11,100	sqft	\$0.16	\$1,776.00
Shell out all sprayed surface areas maximum depth of 12 inches. Removing any deeper roots or other material visible as needed	11,100	sqft	\$0.42	\$4,662.00
Refill, shape, and level keeping to contour/sizes with 85/15 greens mix	11,100	sqft	\$2.25	\$24,975.00
Sprig to professional standards (all greens at 40/BU per 1000 Sq. Ft. of Certified TifDwarf Bermuda , crimp 2 ways)	11,100	sqft	\$0.65	\$7,215.00
All Spoils to be removed and taken off-site	2	LS	\$2,500.00	\$5,000.00
SUB TOTAL				\$43,628.00
COLLARS				
Strip existing Collars average 60" from edge of green minimum depth of 1.5" inches	2,000	sqft	\$0.42	\$840.00
All Spoils to be removed and taken off-site	2	LS	\$650.00	\$1,300.00
Re Grass with certified Bermuda Tiff Grande sod to match line with sprig areas of green	2,000	sqft	\$0.79	\$1,580.00
SUB TOTAL				\$3,720.00
BID GRAND TOTAL			\$47,348.00	

NOTE(S):

- Bid price shall include all labor, equipment, fuel and materials needed to complete the project per specifications. Bid will be awarded to one Contractor based on the lowest responsible and responsive Bidder. Bid evaluation to determine the successful Bidder will include the Bid Grand Total and Contractor's References.
- When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the District's bid documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your bid being declared non-responsive.
- All price information to be used in the Bid review must be on this Bid form.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.

"The undersigned, as Bidder, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the BID and Specifications for the work and comments hereto attached. The Bidder agrees, if this Bid is accepted, to contract with the Sumter Landing Community Development District in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the Bid and Agreement Documents for this Project. The Bidder agrees to accept in full compensation for each item the prices named in the schedules incorporated herein. Bidder agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and specifications contained in this Bid."

MICHAEL MOSLER II, MANAGING PARTNER
Authorized Agent Name, Title (Print)

Authorized Signature

3/1/2019
Date

Name of Bidder's Firm:

SSS DOWN TO EARTH OPCO LLC

This document must be completed and returned with your Submittal



AGENDA REQUEST

TO: Board of Supervisors
Village Center Community Development District

FROM: Mark LaRock, Purchasing Director; Joan Fiege, Contract Administrator

DATE: 4/10/2019

SUBJECT: **Renewal Two (Final) for Painting Services with Lester Painting, Inc.**

ISSUE:

Review and approval of Renewal Two (final) to ITB #15B-024 Agreement between Village Center Community Development District and Lester Painting, Inc. for Villa Wall and Sign Wall Painting Services (*AAC consideration item*).

ANALYSIS/INFORMATION:

On June 10, 2015 Village Center Community Development District entered into the Agreement for Villa Wall and Sign Wall painting with Lester Painting, Inc. The initial contract expired on June 12, 2018 and was renewed May 9, 2018 for the 1st renewal period of June 13, 2018 through June 12, 2019. The term of Renewal Two will be June 13, 2019 through June 12, 2020. This is the final renewal for the Agreement. The terms and conditions, including cost, remain the same as in the original contract as shown in Exhibit A.

BUDGET IMPACT:

The budget impact will depend on the type and amount of maintenance needed as this Agreement is for on-going maintenance services.

STAFF RECOMMENDATION:

Staff requests approval of Renewal Two (final) to ITB #15B-024 Villa Wall and Sign Wall Painting.

MOTION:

Motion to approve Renewal Two (final) to ITB #15B-024 Agreement for Services between Village Center Community Development District and Lester Painting, Inc. for Villa Wall and Sign Wall Painting and authorize the Chairman/Vice Chairman to sign the Agreement.

ATTACHMENTS:

Description	Type
□ VCCDD Renewal 2 Bid #15B-024 - Lester Painting	Exhibit

**RENEWAL TWO (FINAL) TO THE AGREEMENT BETWEEN
VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
AND LESTER PAINTING, INC.
VILLA WALL AND SIGN WALL PAINTING
BID # 15B-024**

THIS RENEWAL is entered into this 10th day of April, 2019, by and between **VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT** (hereafter referred to as the ("District"), whose address is 984 Old Mill Run, The Villages, Florida 32162, and **LESTER PAINTING, INC.** (hereafter referred to as "Contractor"), whose address is 13851 SE 163RD Place/P.O. Box 1143, Weirsdale FL 32195.

RECITALS

WHEREAS, the District and Contractor entered into the Agreement to provide professional villa wall and sign wall painting for properties such as those owned or operated by the District dated June 10, 2015; and

WHEREAS, the District and Contractor entered into Renewal One to the Agreement on May 9, 2018; and

WHEREAS, District and Contractor desire to renew the existing Agreement which expires on June 12, 2019; as set forth below.

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

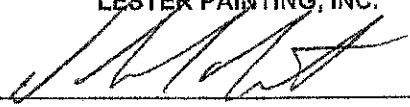
1. The above Recitals are true and correct and are hereby incorporated into this paragraph.
2. DISTRICT and CONTRACTOR hereby renew (renewal Two -- Final) the Agreement and any amendments thereto for a term of June 13, 2019 and ending June 12, 2020. The Agreement and all amendments and renewals are hereby incorporated into this paragraph.
3. DISTRICT and CONTRACTOR agree that all other terms and conditions of the Agreement and Amendments thereto are hereby ratified and confirmed and shall continue in full force and effect except as renewed herein.

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

**VILLAGE CENTER COMMUNITY
DEVELOPMENT DISTRICT**

LESTER PAINTING, INC.

By: _____

By:  _____

Print Name

Print Name

Deborah Lester

Print Title

Print Title

Vice President

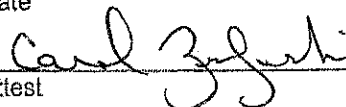
Date

Date

1-22-2019

Attest

Attest



BID FORMS (REVISED)

RECREATIONAL AMENITIES DIVISION (RAD) WEST AREA				
UNIT	TYPE	Est. SQ. FT.	Cost Per Sq. Ft.	TOTAL
La Zamora road side walls	Stucco	6,559	\$0.50	\$3,279.50
La Reynalda sign walls	Stucco	80	\$2.00	\$160.00
Chula Ave wall (exterior)	Stucco	3708	\$0.50	\$1,854.00
Chula Tunnel Walls (interior)	Stucco	3892	\$0.55	\$1,865.60
Del Mar walls	Stucco	2112	\$0.50	\$1,056.00
Hickory Head walls	Stucco	2224	\$0.50	\$1,112.00
Avenida entry walls n/s	Stucco	7056	\$0.50	\$3,528.00
Oak Meadows walls	Stucco	6539	\$0.50	\$3,269.50
Cortez entry walls	Stucco	2212	\$0.50	\$1,106.00
Mira Mesa sign walls(4)	Stucco	768	\$2.00	\$1,536.00
La Hacienda sign walls	Stucco	800	\$0.50	\$400.00
441 wall near park and La H. Sports Pool	Stucco	2140	\$0.50	\$1,070.00
441 Golf Cart Bridge (interior)	Stucco	4200	\$0.55	\$2,310.00
RAD West Areas Grand Total				\$ 22,546.60
RECREATIONAL AMENITIES DIVISION (RAD) EAST AREA				
UNIT	TYPE	SF	Cost Per Sq. Ft.	TOTAL
Villages Welcome Sign - North	Stucco	1,100	\$0.80	\$880.00
North Wall on Boone lot	Stucco	700	\$0.50	\$350.00
Villages Welcome Sign - south	Stucco	1200	\$0.50	\$600.00
Jeffery entrance walls n/s	Stucco	4000	\$0.50	\$2,000.00
Shay entrance walls n/s	Stucco	4000	\$0.50	\$2,000.00
Medical entrance walls n/s	Stucco	5300	\$0.50	\$2,650.00
Wales entrance walls n/s	Stucco	2500	\$0.50	\$1,250.00
Boone entrance walls n/s	Stucco	13000	\$0.50	\$6,500.00
Archway and Paradise lake walls	Stucco	1000	\$0.50	\$500.00
Knee wall south of cart path	Stucco	1500	\$0.50	\$750.00
Knee wall north of cart path	Stucco	2000	\$0.50	\$1,000.00
RAD East Areas Grand Total				\$ 18,480.00

EXHIBIT "A"



AGENDA REQUEST

TO: Board of Supervisors
Village Center Community Development District

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

DATE: 4/10/2019

SUBJECT: **Award of Invitation to Bid (ITB) #19B-010 Buena Vista Blvd Maxicom Conversion**

ISSUE:

Review and approval of Award for Invitation to Bid (ITB) #19B-010 Buena Vista Blvd Maxicom Conversion. (*AAC Consideration Item*)

ANALYSIS/INFORMATION:

On February 28, 2019 staff issued an Invitation to Bid for Buena Vista Blvd Maxicom Conversion. This project consists of the irrigation conversion, by a Maxicom Certified contractor, from hydraulic to electrical and implementation of Maxicom Central Control for all irrigation in the VCCDD Buena Vista Blvd areas. Areas included under VCCDD/RAD are from the Saddlebrook tunnel to CR466. While four (4) contractors attended the mandatory pre-bid conference, only two (2) contractors (SSS Down To Earth OPCO LLC and Cepra Landscape) submitted a response to the ITB. Bid evaluation to determine the lowest, most responsive and responsible bidder included the bid price and reference checks which were all positive. SSS Down To Earth OPCO LLC was determined to be the lowest, most responsive and responsible bid submitted (Exhibit A). The BID tabulation results are as follows:

CONTRACTORS	BID TOTAL
SSS Down to Earth OPCO II LLC	\$73,216.40
Cepra Landscape	\$107,683.53

BUDGET IMPACT:

The FY18-19 Approved Budget includes \$82,257.00 for the Buena Vista Blvd Maxicom Conversion. The bid from SSS Down To Earth OPCO LLC came in at \$73,216.40 reflecting a savings of \$9,040.60.

STAFF RECOMMENDATION:

Staff is requesting approval of award for the VCCDD portion of Bid #19B-010 Buena Vista Blvd Maxicom Conversion to SSS Down To Earth OPCO LLC in the total amount of \$73,216.40 as reflected in Exhibit “A”.

MOTION:

Motion to award the VCCDD portion of Bid #19B-010 Buena Vista Blvd Maxicom Conversion to SSS Down To Earth OPCO LLC in the total amount of \$73,216.40 as reflected in Exhibit “A” and authorize the Chairman/Vice Chairman to sign the Agreement for Services

ATTACHMENTS:

Description	Type
☐ Agreement 19B-010	Exhibit
☐ Exhibit A	Exhibit

**AGREEMENT FOR SERVICES BETWEEN
VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT AND
SSS DOWN TO EARTH OPCO LLC FOR BUENA VISTA BLVD MAXICOM CONVERSION
BID #19B-010**

THIS AGREEMENT is made this 10th day of April 2019, by and between **VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT** (hereafter referred to as "DISTRICT"), whose address is 984 Old Mill Run, The Villages, Florida 32162, and **SSS DOWN TO EARTH OPCO LLC** (hereafter referred to as "CONTRACTOR"), whose address is 27185 COUNTY ROAD 448A, MOUNT DORA, FLORIDA 32757.

RECITALS

WHEREAS, the DISTRICT owns or operates certain real property requiring Maxicom conversion and wishes to enter into an agreement with a party capable of providing such services; and

WHEREAS, Contractor provides said services and wishes to enter into a contract whereby the Contractor performs services for the District in consideration of payments from the District to the Contractor;

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

- I. Materials, Services and Labor: That for and in consideration of the mutual promises and covenants hereinafter contained, together with the monetary considerations hereinafter recited, the CONTRACTOR shall furnish all labor, services and materials for Buena Vista Blvd Maxicom Conversion, Invitation to Bid (BID) #19B-010. All work and labor shall be done in accordance with the plans and specifications as provided to the Contractor for the BID and all incidental and necessary work thereto.
- II. Agreement Price: In consideration of the work, labor and services to be furnished by the CONTRACTOR, in accordance with said plans and specifications, the DISTRICT agrees to pay the CONTRACTOR, upon completion and acceptance thereof by the DISTRICT, the total Agreement price of Seventy-Three Thousand, Two Hundred Sixteen Dollars and 40/100 (\$73,216.40) as evidenced by Exhibit "A" to this Agreement.
- III. Agreement Documents:
 - a. Invitation to Bid
 - b. Instructions, Terms, and Conditions
 - c. Bid Forms
 - d. Bidder's Certification
 - e. Statement of Terms and Conditions
 - f. Drug Free Workplace Certificate
 - g. Public Records Act/Chapter 119 Requirements
 - h. Statement of Contractor's Experience, Equipment & Personnel
 - i. E-Verify Contractor/Subcontractor Affidavit
 - j. Scope of Work / Specifications
 - k. Plans / Drawings
 - l. Agreement
 - m. Permits / Licenses
 - n. All Addenda Issued Prior to Bid Opening Date
 - o. All Modifications and Change Orders Issued
 - p. Notice of Award / Notice to Proceed

- IV. Insurance: Before performing any contract work, the CONTRACTOR shall procure and maintain during the life of the contract the insurance listed below.
- a. General Liability. Contractor shall obtain, and maintain throughout the life of the Agreement, General Liability Insurance in an amount no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage. Insurance shall protect the Contractor, sub consultants and subcontractors from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under the Agreement. District(s) shall be named as Additional Insured.
 - b. Automobile Liability Insurance covering all automobiles and trucks the Contractor may use in connection with this BID. The limit of liability for this coverage shall be a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles. District(s) shall be named as Additional Insured.
 - c. Excess Liability Insurance (Umbrella Policy) may compensate for a deficiency in general liability or automobile insurance coverage limits.
 - d. Waiver of Subrogation: By entering into any contract as a result of this BID, Contractor agrees to a Waiver of Subrogation for each policy required above.
 - e. Workers' Compensation Insurance, as required by the State of Florida. As required by the State of Florida. Contractor and any sub consultants or subcontractors shall comply fully with the Florida Worker's Compensation Law. Contractor must provide certificate of insurance showing Worker's Compensation coverage.
 - f. Certificate(s) shall be dated and show:
 - i. The name of the insured Contractor, the specified job by name and/or BID number, the name of the insurer, the number of the policy, its effective date and its termination date.
 - ii. Statement that the insurer will mail notice to the District at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
 - iii. Subrogation of Waiver clause.
 - iv. The Villages Community Development District and any other governmental agencies using this agreement in cooperation with the District shall be a named additional insured on Public Liability Insurance and Automobile Liability Insurance.
 - v. The Contractor shall require of each its sub consultants and/or subcontractors to procure and maintain during the life of its subcontract, insurance of the type specified above or insure the activities of its sub consultants and/or subcontractors in its policy as described above.
 - vi. All insurance policies shall be written on companies authorized to do business in the State of Florida.
- V. Contractor's Affidavit: When all work contemplated by the Contract has been completed, inspected and approved by the DISTRICT, the CONTRACTOR shall furnish to the DISTRICT the CONTRACTOR's affidavit as required by the Construction Lien Law, Florida Statutes Ch. 713. Signed Release of Lien may also be required by the DISTRICT at its option.
- VI. Warranty: The CONTRACTOR warrants to the DISTRICT that all materials and equipment furnished under the contract will be of good quality and new, unless otherwise required or permitted by the Contract Documents that the work will be free from defects not inherent in the quality required or permitted, and the work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. The CONTRACTOR's warranty excludes

remedy for damage or defect cause by abuse or modifications not executed the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

- a. All labor and materials shall be under CONTRACTOR warranty for a period of one (1) year. Such warranty period shall be begin on the date of the final payment to CONTRACTOR by the DISTRICT is issued.
- VII. Correction of Work: The CONTRACTOR shall promptly correct or replace work rejected by the DISTRICT or work failing to conform to the requirements of the Contract Documents, whether observed before or after acceptance by the DISTRICT and whether or not fabricated, installed or completed. The CONTRACTOR shall bear costs of correcting such rejected work, including additional testing and inspections and any compensation for the services and expenses made necessary thereby. If within one (1) year after the date of acceptance any of the work is found to be not in accordance with the requirements of the Construction Documents, the CONTRACTOR shall correct it promptly after receipt of written notice from the DISTRICT to do so unless the DISTRICT has previously given the CONTRACTOR a written acceptance of such condition. The obligation under this paragraph shall survive the termination of this contract. The DISTRICT shall give such notice promptly after discovery of the condition.
- VIII. Payment: Upon certification and approval by the DISTRICT, payment may be made to the CONTRACTOR upon CONTRACTOR's application for all services or work completed or materials furnished in accordance with the Contract. CONTRACTOR shall submit all application for payments by the first of the month for services provided the preceding month. All pay requests shall be submitted to the DISTRICT on an AIA Document G702 "Application and Certificate for Payment" (or equivalent). All applications for payment must be submitted to the DISTRICT's representative for Certification and must be delivered to:
- Village Community Development Districts
Attn: Sam Wartinbee
1071 Canal Street
The Villages, Florida 32162
- Payment by the DISTRICT will made no later than forty-five (45) business days after the Application and Certificate for Payment (AIA Document G702) has been certified by the DISTRICT representative, per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218.735. If payment is not made by the DISTRICT to the CONTRACTOR within forty-five (45) days, CONTRACTOR may assess a late charge for the lesser of 1% per month, or the maximum rate permitted by law.
- IX. Time for Performance: Time is of the essence in the performance of this Contract. The CONTRACTOR specifically agrees that he will commence operations on the date specified in the Notice to Proceed and that all work to be performed under the provisions of this Contract shall be completed within 20 days, subject only to delays caused through no fault of the CONTRACTOR.
- X. Indemnification: To the fullest extent permitted by Florida Statute 725.06, Contractor shall indemnify and hold harmless the District and the officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolutions costs) arising out of or relating to the performance of the work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable. The monetary limitation on the extent of the indemnification by contractor shall be \$1 million dollars per occurrence.

- XI. Changes: No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by the parties hereto. In the event of any disagreement as to the provisions of this Contract with the plans and specifications that are made a part hereof by reference, the Contract shall prevail.
- XII. Liquidated Damages: The parties to this Agreement agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the DISTRICT for delay in the completion of the work provided for herein would be difficult to ascertain. Accordingly, the parties to the Agreement agree that the liquidated damages for each and every day that the time consumed in completing the work provided for in these Agreement Documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty.

The amount(s) of liquidated damages caused by the CONTRACTOR's delay will be deducted and retained out of the monies payable to the CONTRACTOR. If not so deducted, the CONTRACTOR and sureties for the CONTRACTOR shall be liable therefore.

The amount of liquidated damages to be assessed for each calendar day that final completion is delayed beyond the required date of completion per Paragraph IX of this Agreement shall be Two Hundred Fifty and 00/100 Dollars (\$250.00) per day.

XIII. Self Help By District

- a. Within three (3) calendar days (72 hours) after being notified by DISTRICT in writing of defective or unacceptable work, if the CONTRACTOR fails to correct such work, DISTRICT may cause the unacceptable or defective work to be corrected. If the DISTRICT corrects the work, the DISTRICT shall be entitled to deduct from any monies due, or which may become due to CONTRACTOR, the reasonable cost of remedying the defective or unacceptable work. Provided, however, if the corrective work cannot reasonably be completed within such three (3) day period, and the CONTRACTOR immediately begins corrective work, and DISTRICT reasonably determines that the CONTRACTOR is diligently pursuing the completion of such corrective work, DISTRICT agrees to allow CONTRACTOR to complete correction of the defective or unacceptable work. In addition, if the CONTRACTOR, for any reason, fails to perform any portion of the services required by the CONTRACTOR pursuant to this Agreement, the DISTRICT shall be entitled to deduct from any monies due or which may become due to CONTRACTOR the actual expenditures that are necessary to complete the services not performed.
- b. All costs and expenses incurred by DISTRICT pursuant to this section shall be deducted from monies due, or which may become due to CONTRACTOR for its obligations herein.
- c. The provisions of this paragraph are cumulative to all other provisions of the Agreement and it is not intended that any deductions in payment taken pursuant to this paragraph shall diminish or waive DISTRICT's right to declare the CONTRACTOR in default in accordance with applicable provisions of the Agreement.

XIV. Termination By The District

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

- c. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.
- d. Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portions of work under this Agreement.
- e. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
- f. Settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, and request the approval or ratification by the DISTRICT to the extent CONTRACTOR may require, which approval or ratification shall be final for all purposes of this clause.
- g. Continue to perform under the terms of the Agreement as to that portion of the work not terminated by the Notice of Termination.
- h. After receipt of a Notice of Termination, CONTRACTOR shall submit to DISTRICT CONTRACTOR's termination claim in satisfactory form. Such claim shall be submitted promptly, but in no event later than one month from the effective date of termination unless one or more extensions in writing are granted by DISTRICT. No claim will be allowed for any expense incurred by CONTRACTOR to after the receipt of the Notice of Termination and CONTRACTOR shall be deemed to waive any right to any further compensation.
- i. CONTRACTOR and DISTRICT may agree upon the whole or any part of the amount or amounts to be paid to CONTRACTOR by reason of the total or partial termination of work pursuant to this clause, provided that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total Agreement price as reduced by the expenditures necessary to complete the job covered by this Agreement.
- j. DISTRICT may, for any reason, terminate performance under this Agreement by the CONTRACTOR for convenience upon thirty (30) days written notice. DISTRICT will not be held responsible for any loss incurred by CONTRACTOR as a result of DISTRICT's election to terminate this Agreement pursuant to this paragraph.

XV. General Conditions:

- a. The CONTRACTOR shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from CONTRACTOR's operations, including site cleanup and policing on a daily basis. The CONTRACTOR shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The CONTRACTOR shall ensure that all handling and disposal of refuse materials performed pursuant to this agreement is performed in compliance with all local, state and federal regulations. The CONTRACTOR shall provide CONTRACTOR's own dumpster(s) for the storage of such material, which shall be located in approved areas designated by the DISTRICT. The use of DISTRICT's dumpster(s) for any refuse disposal by the CONTRACTOR is strictly prohibited.
- b. All CONTRACTOR and Sub-Contractor personnel shall wear personal protective equipment in the performance of their duties to include safety vests, protective eye wear or face shields, respiratory protection as necessary, gloves and protective clothing.
- c. CONTRACTOR shall be responsible for adhering to all local, state and federal safety guidelines and observe all safety precautions when performing services on DISTRICT property, roadways and right-of-ways to include safe location of parked vehicles, signage, use of safety cones, flag personnel as necessary, use of safety vests on all personnel and vehicles which are clearly identifiable as belonging to the CONTRACTOR.

- d. CONTRACTOR acknowledges that the public may associate the CONTRACTOR as an employee of the DISTRICT while the CONTRACTOR performs services on the DISTRICT's property. CONTRACTOR agrees to conduct its services and supervise its employees in a way not detrimental to the DISTRICT's business operation.
- e. CONTRACTOR shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.
- f. The obligations of the Contractors under this agreement may not be delegated without the prior written consent of the DISTRICT. The DISTRICT may freely assign this Agreement to any entity acquiring the real estate which is subject to this Agreement.
- g. In the event of default by any party to this Agreement, the prevailing party shall be entitled to recover from the defaulting party, all costs and expenses, including a reasonable attorney's fee, whether suit be instituted or not, and at the trial court and appellate court level incurred by the prevailing party enforcing its right hereunder.

The venue for the enforcement, construction or interpretation of this agreement, shall be the County or Circuit Court for Sumter County, Florida, and CONTRACTOR does hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future, in connection with the agreement, or its duties, obligations, or responsibilities or rights hereunder.

- h. CONTRACTOR shall not be construed to be the agent, servant or employee of the DISTRICT or of any elected or appointed official thereof, for any purpose whatsoever, and further CONTRACTOR shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or on a tort, as the agent, servant or employee of the DISTRICT.
- i. These Contract Documents constitute the entire understanding and Agreement between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts previously existing between the Parties with respect to the subject matters of this Agreement. The CONTRACTOR recognizes that any representations, statements, or negotiations made by DISTRICT staff do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing and signed by an authorized DISTRICT representative. This Agreement shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.
- j. No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

XVI. Contractor's Representations: CONTRACTOR makes the following representations:

- a. CONTRACTOR has familiarized himself with the nature and extent of the Contract documents, work, locality, and all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.
- b. CONTRACTOR declares that he has visited and examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the plans for the work and other Contract Documents relative thereto and has read all the addenda furnished prior to the bid, and that CONTRACTOR has satisfied himself relative to the work to be performed.
- c. CONTRACTOR has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality and quantities of

work to be performed, materials to be furnished, and requirements of the plans and other Contract Documents.

- d. CONTRACTOR has given the DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents.
- e. CONTRACTOR declares that submission of a bid for the work constitutes an incontrovertible representation that the CONTRACTOR has complied with every requirement of this Section, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
- f. Equal Opportunity: CONTRACTOR assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.
- g. E-Verification: As per the Immigration and Nationality Act of 1952 (INA), Immigration Reform and Control Act of 1986 (IRCA) and State of Florida Executive Order Number 11-116, the CONTRACTOR identified in this Agreement shall utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the Agreement term by the CONTRACTOR to perform employment duties pursuant to the Agreement, within Florida; and all persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the Agreement with the DISTRICT. (<http://www.uscis.gov/e-verify>) Additionally, the CONTRACTOR shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the Agreement term by the CONTRACTOR to perform work or provide services pursuant to this Agreement with the DISTRICT. It is understood that the DISTRICT will not be responsible for any violations of Federal law and the CONTRACTOR, solely, will be responsible and liable for any violations and or penalties associated with such violation.
- h. Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal/bid on a contract/agreement with a public entity for the construction or repair of a public building or public work, may not submit proposals/bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. CONTRACTOR affirmatively represents that neither it or its owners, sub-contractor or sub-subcontractor are nor will be on the convicted vendor list during the term of this Agreement.
- i. Public Records Act/Chapter 119 Requirements: The District is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:
 - 1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service;
 - 2. Provide the agency access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - 3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - 4. Meet all requirements for retaining public records and transfers to the District, at no cost, all public records in possession of the contractor upon termination of the

contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the District in a format that is compatible with the current information technology systems of the District.

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

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

IN WITNESS WHEREOF, said DISTRICT has caused this contract to be executed in its name by the Chairman of the VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT, attested by the clerk of said DISTRICT, and SSS DOWN TO EARTH OPCO II LLC has caused this Agreement to be executed in its name by its authorized representative, attested to and has caused the seal of said corporation to be hereto attached (if applicable), all on the day and year written above.

**VILLAGE CENTER COMMUNITY
DEVELOPMENT DISTRICT**

SSS DOWN TO EARTH OPCO II LLC

By: _____

By: _____

Print Name

Print Name

Print Title

Print Title

Date

Date

Attest

Attest

REVISED BID FORM - VCCDD

BID #19B-010 for Buena Vista Blvd Maxicom Conversion

Materials	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
Rain Bird ESP 24 Station Controller (Satellites 15 & 17)	2	EA	\$ 5,502.00	\$ 11,004.00
2" Rain Bird PESB Electric Valve	36	EA	\$ 178.20	\$ 6,415.20
Rain Bird PRS Dial	36	EA	\$ 62.40	\$ 2,246.40
Schedule 80 Fittings (per valve)	36	EA	\$ 87.00	\$ 3,132.00
14-1 Red Wire	38,500	LF	\$ 0.14	\$ 5,390.00
12-1 White Wire (common)	7,200	LF	\$ 0.22	\$ 1,584.00
SEMET Device	2	EA	\$ 808.80	\$ 1,617.60
Antenna Base & Pole set up	2	LS	\$ 420.00	\$ 840.00
Pipe, parts and accessories to complete job.	1	LS	\$ 4,063.20	\$ 4,063.20
Valve Box - 12"x 18"	72	EA	\$ 24.00	\$ 1,728.00
Irrigation Labor	1	LS	\$ 35,196.00	\$ 35,196.00
VCCDD PROJECT TOTAL			\$	73,216.40

NOTE(S):

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

EXHIBIT A

"The undersigned, as Bidder, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the BID and Specifications for the work and comments hereto attached. The Bidder agrees, if this Bid is accepted, to contract with the Village Center Community Development District in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the Bid and Agreement Documents for this Project. The Bidder agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

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

MICHAEL MOSLER II, MANAGING PARTNER

Authorized Agent Name, Title (Print)



Authorized Signature

03/25/2019

Date

Name of Bidder's Firm:

SSS DOWN TO EARTH OPCO II LLC

This document must be completed and returned with your Submittal

EXHIBIT A

REVISED BID FORM - VCCDD

BID #19B-010 for Buena Vista Blvd Maxicom Conversion

Materials	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
Rain Bird ESP 24 Station Controller (Satellites 15 & 17)	2	EA	\$ 5,502.00	\$ 11,004.00
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- All price information to be used in the Bid review must be on this Bid form.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.
- The District maintains the right to utilize other vendors/contractors to address any unforeseen conditions as they may arise.
- All traffic control costs shall be included in bid pricing, and no additional special compensation will be allowed.
- It shall be the responsibility of the BIDDER to perform whatever test and/or calculations as are necessary to determine quantities required for the performance of the work described herein.
- Should certain additional work be required, or should the quantities submitted by the Contractor of certain classes of work be increased or decreased from those required by the Contract Documents, by authorization of the Owner, the unit prices contained in the following Schedule of Unit Prices shall, at the option of the Owner, be the basis of payment to the Contractor credit to the Owner, for such increase or decrease in the work.
- The Unit Prices shall represent the per unit price to be paid by the Contractor (in the case of additions or increases) or to be refunded by the Owner (in the case of decrease). No additional adjustments will be allowed for overhead, profit, insurance, or to other direct or indirect expenses of the Contractor or Subcontractors, and no additional adjustments will be allowed. **Unit prices are required where noted.** Incomplete bids may not be acceptable. Where required, quantities shall be bid as lump sum, based on the amount needed for the areas indicated to achieve the design intent of the plans. Associated unit prices may be used for changes in the extent of work.

EXHIBIT A

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

MICHAEL MOSLER II, MANAGING PARTNER

Authorized Agent Name, Title (Print)



Authorized Signature

03/25/2019

Date

Name of Bidder's Firm:

SSS DOWN TO EARTH OPCO II LLC

This document must be completed and returned with your Submittal

EXHIBIT A



AGENDA REQUEST

TO: Board of Supervisors
Village Center Community Development District

FROM: Richard Baier, District Manager

DATE: 4/10/2019

SUBJECT: **Approval of Amendment 1 to Additional Services – Performance of Certain Annual Capital Improvement Projects**

ISSUE:

The Approval of Amendment 1 to Additional Services – Performance of Certain Annual Capital Improvement Projects in the Agreement with Operations Management International, Inc. (JACOBS/CH2M/OMI) for Village Center Community Development District for the fiscal year 2018-2019.

ANALYSIS/INFORMATION:

Pursuant to Article 3.02 – Additional Services, in the agreement dated August 20, 2013 between Operations Management International, Inc. and Village Center Community Development District, staff has negotiated a contract addendum for additional services and compensation for the performance of certain agreed upon capital improvement projects. Many of the projects can be self-performed by JACOBS staff, thereby reducing District time and resources for the procurement and oversight process.

On September 12, 2018, this Board approved a contract addendum for the FY 18/19 for additional services and compensation for supplies, project oversight, and accompanying inventory management for – Performance of Certain Annual Capital Improvement Projects. Amendment 1 will include two projects that have been identified as additional services.

This agreement allows for an 8% markup for project administration overhead, including but not limited to purchasing, inventory, accounts payable, invoicing, and management. This project administration is included in the budget amounts for each Capital Improvement Project as listed in the approved FY 18/19 Budget.

STAFF RECOMMENDATION:

Staff requests approval of Amendment 1 to Additional Services – Performance of Certain Annual Capital Improvement Projects in the Agreement with Operations Management International, Inc. (JACOBS/CH2M/OMI) and Village Center Community Development District for services provided to LSSA and VCSA.

MOTION:

Motion to approve Amendment 1 to Additional Services – Performance of Certain Annual Capital Improvement Projects in the Agreement with Operations Management International, Inc. (JACOBS/CH2M/OMI), and authorize the Chairman or Vice Chairman to execute the Agreement.

ATTACHMENTS:

Description	Type
☐ Amendment 1	Cover Memo

CLIENT: Village Center Community Development District

PROJECT NAME: Little Sumter Service Area
Village Center Service Area

PROJECT NO.: 479251 and 479259

Task Order No. 1 Amendment 1

Date: March 4, 2019

This Task Order is made pursuant to and subject to the provisions of Section 3.02 Additional Services in the Agreement between the Village Center Community Development District and Operations Management International, Inc. ("Contractor") dated August 15, 2013 (the "Agreement") for the purpose of applying the terms and conditions of the Service Agreement to the subject matter of this task order.

Background

The District will have Capital Improvement Projects annually that the Contractor can perform as Additional Services to the Agreement.

Subject matter of interpretation or clarification

The Contractor will provide a manager for oversight of the program and additional staff or subcontractors required to complete Capital Improvement Projects to the standards of Section 3.03 of the Agreement. If a subcontractor is utilized for a portion of any project where the subcontractor's fees exceed Ten Thousand Dollars (\$10,000), a minimum of three quotes will be obtained to ensure the best interest of the District. The District also reserves the right to cancel any and/or all noted project(s).

Agree resolution

The following Capital Improvement Projects have been agreed-upon for the Fiscal Year beginning October 1, 2018 and ending on September 30, 2019:

- | | | |
|--|------------|--------------------------------|
| 1. LSSA ARVs/Vaults (3) El Camino Real | LS-LS01-19 | Remove and replace ARVs/Vaults |
| 2. VCSA Digester Blowers 1&2 Control Panel | VC-WW01-19 | Remove and replace panel |

Pricing

The fees for the Additional Services will be time and material based with a Contractor's flat fee, plus if the task requires materials, equipment, or subcontracts those items will be at actual cost plus 8% markup for administrative costs.

The total fee including markup for each CIP shall not exceed the budget limits below without prior authorization from the District:

- | | | | |
|--------------------------|------------|------------------------------------|----------|
| 1. LSSA El Camino Real | LS-LS01-19 | Remove and replace ARVs/Vaults (3) | \$45,000 |
| 2. VCSA Digester Blowers | VC-WW01-19 | Remove and replace control panels | \$20,000 |

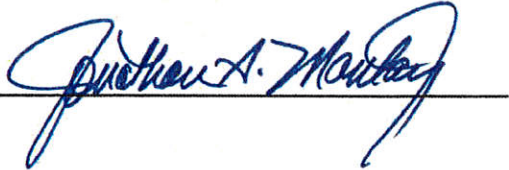
Total VCCDD CIP 2018/19 Budget Limit	\$65,000
--------------------------------------	----------

Billing and Payment Terms

The Client shall be billed for these additional services on a monthly basis for each job location completed in that month. Payment will be due and payable within thirty (30) days following receipt of Contractor's invoice. Appropriate backup documentation shall be provided for Contractor's cost of material, equipment, and subcontracts.

Approvals

Operations Management International, Inc



Village Center Community Development District



AGENDA REQUEST

TO: Board of Supervisors
Village Center Community Development District

FROM: Kenny Blocker, Assistant District Manager

DATE: 4/10/2019

SUBJECT: **Approval of new water, sewer and miscellaneous charges for residential and commercial properties within the Little Sumter Service Area (LSSA) utility**

ISSUE: Approval of LSSA Rate Sufficiency Study and authorize Staff to advertise

ANALYSIS/INFORMATION:

Approval of the LSSA Rate Sufficiency Study and authorize Staff to advertise the amendment and restatement of the Chapter III Rule related to water, sewer and miscellaneous charges for residential and commercial properties within the Little Sumter Service Area (LSSA) utility.

In October 2018, staff advised the Board that a rate sufficiency study needed to be completed for the LSSA utility fund in order to maintain sustainability of the utility and update pricing that had been set through FY 2019 by a previous rate study. On October 10, 2018 the Board awarded the study to Stantec Consulting Services, Inc. to perform the rate sufficiency study. Based on the results of this study, an Executive Summary has been provided by the Consultant (attached) recommending that VCCDD continue assessing a 2.5% annual water and wastewater rate increase for an additional 10 year period of time from October 1, 2019 through September 30, 2029. This annual rate adjustment will provide sufficient revenue to maintain adequate working capital and fund additional renewal and replacement reserves.

In addition to amending Chapter III, Schedule III-A and III-B, Water and Sewer Rates and Charges to reflect the recommended annual water and sewer adjustment schedule, staff recommends the following Rule amendments and revisions:

- Amend Chapter III Section 27 to reflect this most recent rate sufficiency study completed October 2019

STAFF RECOMMENDATION:

Staff recommends VCCDD Board approve a 2.5% annual water and wastewater rate increase for an additional 10-year period of time from October 1, 2019 through September 30, 2029 as recommended by the LSSA Rate Sufficiency Study and authorize the advertisement to amend Chapter III Rules for Little Sumter Service Area, replacing Schedule III-A with the updated rate schedule as recommended by the

LSSA Rate Sufficiency Study.

MOTION:

Motion to authorize staff to advertise for the Amendment and Replacement of the Chapter III Rule for Little Sumter Service Area; to replace Schedule III-A and III-B with the updated rate schedule as recommended by the LSSA Rate Sufficiency Study.

ATTACHMENTS:

Description	Type
▣ FL - LSSA FY19 Water Sewer RSA Final Report	Cover Memo
▣ Final Presentation	Cover Memo



The Villages, FL – Little Sumter Service Area (LSSA)

FY 2019 Water & Sewer Fund Revenue Sufficiency Analysis – Final Report

February 21, 2019





February 21, 2019

Mr. Richard Baier
District Manager
984 Old Mil Run,
The Villages, FL 32162

Re: FY 2019 Water & Sewer
Fund Revenue Sufficiency
Analysis – Final Report

Dear Mr. Baier,

Stantec Consulting Services Inc. is pleased to present this Final Report of the FY 2019 Water & Sewer Fund Revenue Sufficiency Analysis that we performed for the Villages, FL – Little Sumter Service Area. We appreciate the fine assistance provided by you and all of the members of the District staff who participated in the study.

If you or others at the District have any questions, please do not hesitate to call me at (813) 204-3334 or email me at leticia.gaglianone@stantec.com. We appreciate the opportunity to be of service to the District and look forward to the possibility of doing so again in the near future.

Sincerely,

Leticia Gaglianone

Leticia Gaglianone
Managing Consultant

777 S. Harbour Island Blvd., Suite 600
Tampa, FL 33602
(813) 204-3334
Leticia.Gaglianone@stantec.com

Enclosure

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1. INTRODUCTION

Stantec Consulting Services has conducted a Water & Sewer Revenue Sufficiency Analysis (“Study” or “Analysis”) for the Little Sumter Service Area of The Villages, FL. This report presents the objectives, approaches, methodologies, source data, assumptions, as well as the findings and recommendations of the Study.

1.1 BACKGROUND

The Little Sumter Service Area of The Villages, FL owns and operates a water and sewer utility system with approximately 13,000 accounts. In late 2018, the District engaged Stantec Consulting Services, to perform an independent review of the sufficiency of the Utility’s current water and wastewater rate revenues to meet its projected ten-year cost requirements including any needed asset infrastructure spending identified by staff and / or the Utility’s engineers of record. As such, this report discusses objectives, process and key assumptions of the revenue sufficiency analysis and presents its results and recommendations.

1.2 OBJECTIVES

The primary objective of the Study is to evaluate the sufficiency of water and sewer revenues to satisfy the Fund’s projected ten-year requirements, including 1) operations and maintenance costs, 2) capital improvement program costs, 3) existing and projected debt service costs and corresponding net income to debt service coverage ratios, 4) adequate operating reserves; and, if necessary, develop alternative plans of future annual water and sewer rate adjustments that will satisfy these projected requirements during each year of the forecast.

2. SOURCE DATA & ASSUMPTIONS

This section of the Report presents a description of the source data and key assumptions utilized in the development of the RSA. The Appendix at the end of this report includes detailed schedules supporting the financial management plan identified herein.

2.1 SOURCE DATA

To initialize the Study, we obtained the District's historical and budgeted financial information regarding the operation of its water and sewer system, as well as historical customer counts and volume data. We also discussed other assumptions and policies that would affect the financial performance of the Utility, planned developments/customer growth, debt coverage levels, levels of reserves, capital funding sources, earnings on invested funds, escalation rates for operating costs, etc.

All of this information was entered into the financial module of our proprietary Financial Analysis and Management System (FAMS-XL) interactive modeling system. This module of FAMS-XL produced a ten-year projection of the sufficiency of the revenue provided by the current rates of the system to meet current and projected financial requirements and determined the level of rate revenue increases necessary in each year of the projection period to satisfy the system's annual financial requirements.

The revenue sufficiency and financial planning module of FAMS-XL utilizes all projected available funds in each year of the projection period to pay for capital projects. The model is set up to reflect the rules of cash application as defined and applied by District staff, and it produces a detailed summary of the funding sources to be used for each project in the water and wastewater capital improvement plan (CIP). To the extent that current revenues and unrestricted reserves are not adequate to fund all capital projects in any year of the projection period, the model identifies a borrowing requirement to fund those projects, or portions thereof that are determined to be eligible for borrowing. In this way the FAMS-XL model is used to develop a borrowing program that includes the required borrowing amount by year and the resultant annual debt service requirements for each year in the projection period.

As part of the Study, we conducted several interactive work sessions with District staff. During these work sessions, we examined the impact of various inputs or assumptions upon key financial indicators, using graphical representations projected on a large viewing screen from our computer rate models. For these scenarios, we reviewed alternative multi-year financial management plans with corresponding water and wastewater rate revenue adjustments. In this way, we developed the recommended financial management plan and corresponding plan of annual water and wastewater rate revenue adjustments presented in this report.

2.2 ASSUMPTIONS

The following summarizes some of the key assumptions utilized in the conduct of the RSA.

2.2.1 Beginning Fund Balances

District Staff provided account balance data via the FY 2018 trial balance report, which was used to establish the beginning FY 2019 balances for each of the various funds for the system. It is important to note that funds reserved or encumbered for specific capital projects were included in the beginning fund balances available for capital projects in FY 2019, and the associated costs were included in the CIP in FY 2019.

2.2.2 Revenues

The revenues utilized in the Study reflect an evaluation of three years of historical results (FY 2016 thru FY 2018) and the FY 2019 Budget. Revenues consist of rate revenue, interest income, and other minor revenue from miscellaneous service charges. Rate revenues are based upon the FY 2018 Actuals, adjusted annually to reflect assumed customer growth, changes in demand and projected rate increases. Projections of all other revenues reflect the amounts within the FY 2019 Approved Budget excluding interest income for all sub-funds (which was calculated annually based upon projected average fund balances and assumed interest rates, discussed in Section 2.2.3 of this report).

2.2.3 Interest Earnings

The Study reflects interest-earning rates of 1.00% in FY 2019 and FY 2020, 1.25% in FY 2021, 1.50% in FY 2022, 1.75% in FY 2023, 2.00% in FY 2024 and thereafter for the remainder of the projection period. The projected annual interest earnings in each year of the projection period are shown in Schedule 7 of the Appendix.

2.2.4 Account & Volume Growth

As part of the Study, Stantec reviewed historic account growth as well as billed volume changes for the last four years (FY 2015 thru FY 2018) for each the water and sewer system. Based on the historic customer growth analysis and discussions with District staff, the Study assumes that the Utility's service area is fully built out and, therefore, anticipates no further account growth.

As is typical of most utility systems around the country, average monthly billed flows per customer has seen continued declines. This reduction in consumption per account reflects the replacement of old less efficient fixtures and appliances with new ones as buildings are renovated, as well as more customers being versed in conservation practices. As such, the analysis includes reductions in monthly billed flows per account of 0.50% a year. By FY 2023, average monthly consumption per account equals approximately 10,444 gallons versus the current consumption 10,656 gallons. Details of future account and volumetric growth assumptions is provided in Schedule 2 of the Appendix.

2.2.5 O&M Requirements & Cost Escalation

The Utility's operating expenditures include all of the District's operations and maintenance (O&M) expenses directly attributable to the Utility. The Study based operating expenditure projections on the individual expense categories and expense amounts within the FY 2019 Approved Budget, adjusted annually thereafter based upon assumed cost escalation factors that were reviewed with District staff and shown in the appendix of this report.

These include all operating and maintenance expenses, inter-fund transfers, and minor capital. Debt service costs were also included in the projection and reflect annual expenses based on schedules of debt service as provide by staff.

2.2.6 Future Capital Project Costs

District staff provided project level capital improvement plans through FY 2023. Beyond FY 2023, the Study assumes approximately \$1.3M of annual capital spending. This amount reflects the average annual spending between FY 2019 and FY 2023.

2.2.7 Borrowing Assumptions

Based on the assumed annual capital spend discussed in Section 2.2.6, as well as projected annual cash inflows and projected annual cash outflows, the Study projects no future debt issuances through FY 2029.

2.2.8 Minimum Operating Reserves

Reserve balances for utility systems are funds set aside for a specific cash flow requirement, financial need, project, task, or legal covenant. These balances are also maintained in order to meet short-term cash flow requirements, and at the same time, minimize the risk associated with meeting financial obligations and continued operational and capital needs under adverse conditions. The level of reserves maintained by a utility is an important component and consideration when developing a utility system multi-year financial management plan.

The financial management plans presented in this report assume that the District will aim to reach a minimum Operating Fund balance or Operating Reserve equal to 12 months of annual O&M expenses for the water and sewer system. This level of operating reserve meets the minimum standards for required reserves based upon 1) our industry experience for similar systems, 2) the findings of reserve studies conducted by the AWWA, and 3) a healthy level of reserves for a municipal utility system per the evaluation criteria published by the municipal utility rating agencies (Fitch, Moody's, and Standard & Poor's).

The Utility's current operating fund balance is equal to 8 months of annual O&M expenses. As such, the projection includes annual contributions of approximately \$250,000 a year to fund balance. The Study projects that the Utility will reach its goal of 12 months of O&M expenses by FY 2028.

3. RESULTS, CONCLUSION & RECOMMENDATIONS

This RSA evaluated the adequacy of current water and sewer revenues to meet the Fund's financial requirements over a ten-year projection period (FY 2020 thru FY 2029) as described in the previous sections. Based upon the data, assumptions, and policies presented herein, the Study concludes the following:

1. Beginning in FY 2020 (Effective October 1, 2019) and continuing through FY 2029, 2.50% annual water and sewer rate adjustments for District customers are necessary to satisfy the Utility's projected O&M expenditures and capital requirements, while maintaining adequate operating reserves. The recommended annual rate adjustments for the next five-year planning period (FY 2020 through FY 2024) is shown in the Table 3.1 below

Table 3.1 – Annual Rate Adjustments

Annual Rate Adjustments	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Water Rate	2.50%	2.50%	2.50%	2.50%	2.50%
Sewer Rate	2.50%	2.50%	2.50%	2.50%	2.50%

2. The District should continue to update this analysis on an annual or bi-annual basis to re-evaluate the adequacy of its annual revenues, expenses and annual plan of water and sewer rate adjustments. Doing so will allow for the incorporation of updated revenue and expense information, as well as changes in economic conditions, water consumption, regulatory requirements, and other factors so that any necessary changes can be made to the financial management plan presented herein. This will ensure that the Utility will be able to meet its financial and operating requirements in the future and minimize rate impacts to customers from future events occurring differently than currently projected.

APPENDIX A: SUPPORTING SCHEDULES

- Schedule 1 Historical Accounts and Billed Volumes
- Schedule 2 Projected Accounts, Billed Volumes and Other Assumptions
- Schedule 3 Cost Escalation Factors
- Schedule 4 Beginning Balances
- Schedule 5 Capital Improvement Program Summary
- Schedule 6 Projection of Cash Outflows
- Schedule 7 Projection of Cash Inflows
- Schedule 8 FAMS Control Panel
- Schedule 9 Forecast of Net Revenues and Debt Service Coverage
- Schedule 10 Funding Summary by Fund

	FY 2015	FY 2016	FY 2017	FY 2018
<u>Annual Growth:</u>				
Water				
Number of Accounts	13,061	13,058	13,066	13,071
Account Growth	N/A	(3)	8	5
Account Growth %	N/A	-0.02%	0.06%	0.04%
Annual Volume (KGals)	2,078,111	1,715,663	1,879,901	1,681,064
Volume Growth	N/A	(362,447)	164,238	(198,837)
Volume Growth %	N/A	-17.44%	9.57%	-10.58%
Sewer				
Number of Accounts	13,023	13,025	13,029	13,033
Account Growth	N/A	2	4	4
Account Growth %	N/A	0.02%	0.03%	0.03%
Annual Volume (KGals) ¹	N/A	N/A	N/A	1,628,017
Volume Growth	N/A	N/A	N/A	N/A
Volume Growth %	N/A	N/A	N/A	N/A

¹ Data not provided by Utility

Schedule 2: Projected Accounts, Billed Volumes and Other Assumptions

	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Projected Annual Growth:											
Water											
Number of Accounts	13,081	13,081	13,081	13,081	13,081	13,081	13,081	13,081	13,081	13,081	13,081
Annual Change in Accounts	N/A	0	0	0	0	0	0	0	0	0	0
% Annual Change in Accounts	N/A	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Annual Billed Flows (KGals)	1,681,064	1,672,659	1,664,296	1,655,974	1,647,694	1,639,456	1,631,259	1,623,102	1,614,987	1,606,912	1,598,877
Annual Change Billed Flows	N/A	(8,405)	(8,363)	(8,321)	(8,280)	(8,238)	(8,197)	(8,156)	(8,116)	(8,075)	(8,035)
% Annual Change in Billed Flows	N/A	-0.50%	-0.50%	-0.50%	-0.50%	-0.50%	-0.50%	-0.50%	-0.50%	-0.50%	-0.50%
Monthly Usage per Account	10,656	10,603	10,549	10,497	10,444	10,392	10,340	10,288	10,237	10,186	10,135
% Change in Usage per Account	N/A	-0.50%	-0.50%	-0.50%	-0.50%	-0.50%	-0.50%	-0.50%	-0.50%	-0.50%	-0.50%
Sewer											
Number of Accounts	13,081	13,081	13,081	13,081	13,081	13,081	13,081	13,081	13,081	13,081	13,081
Annual Change in Accounts	N/A	0	0	0	0	0	0	0	0	0	0
% Annual Change in Accounts	N/A	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Annual Billed Flows (KGals)	1,681,064	1,681,064	1,681,064	1,681,064	1,681,064	1,681,064	1,681,064	1,681,064	1,681,064	1,681,064	1,681,064
Annual Change Billed Flows	N/A	0	0	0	0	0	0	0	0	0	0
% Annual Change in Billed Flows	N/A	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Monthly Usage per Account	10,709	10,709	10,709	10,709	10,709	10,709	10,709	10,709	10,709	10,709	10,709
% Change in Usage per Account	N/A	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Capital Spending:											
Annual Capital Budget (Future Year Dollars)	\$ 1,277,112	\$ 1,741,042	\$ 1,284,753	\$ 1,431,944	\$ 1,219,940	\$ 1,515,306	\$ 1,576,814	\$ 1,533,163	\$ 1,588,177	\$ 1,621,023	\$ 1,712,251
Annual Percent Executed	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Average Annual Interest Earnings Rate: ¹											
On Fund Balances:	1.00%	1.00%	1.25%	1.50%	1.75%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Operating Reserve:											
Target (Number of Months of O&M)	12	12	12	12	12	12	12	12	12	12	12
Projected Operating Reserves (Number of Months of O&M)	8	6	6	6	7	8	9	10	11	12	14
Operating Budget Execution Percentage:											
Personal Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Variable O&M Expenses	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Fixed O&M Expenses	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

¹ As provided by staff during client interactive on December 9, 2018.

Schedule 3: Cost Escalation Factors

Account Description	Inflation Factor	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Management Fees	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Engineering Services	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Legal Services	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Technology Services	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Other Professional Services	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Accounting Services	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Auditing Services	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Trustee Services	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Arbitrage Services	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Arbitrage Services	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Systems Management Support	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Misc Contractual Services	Contractual Services	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Travel & Per Diem	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Telephone	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Postage	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Electricity	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Water & Sewer	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Office Leases	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Equipment Rental	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Casualty & Liability Insurance	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Equipment Maintenance	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Building/Structure Maintenance	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Landscape Maint.- Recurring	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Landscape Maint.-Non-Recurring	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Vehicle Repair & Maintenance	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Other Maintenance	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Printing & Binding	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Bank Charges	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Permits & Licenses	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Legal Advertising	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Misc Current Charges	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Misc Current Charges	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Office Supplies	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Operating Supplies	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Non-Capital FF&E	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Non-Capital Hardware/Software	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Meter Supplies	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Operating Supplies-Other	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Training & Education	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Depreciation Expense	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Land	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Buildings	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Infrastructure	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Vehicles	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Capital FF&E	CPI	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%

	Revenue Fund	Restricted Reserves	Water CIAC	Sewer CIAC	Renewal & Replacement	Capital Improvement	Catastrophic Reserve
CURRENT UNRESTRICTED LIQUID ASSETS							
Cash and Cash Equivalents	\$ 665,051	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Restricted Cash and Cash Equivalents	-	-	-	-	-	-	-
Restricted Cash on Deposit with Trustee	4,551,665	-	-	-	-	-	-
Investments	14,143,606	-	-	-	-	-	-
Restricted Investments	-	-	-	-	-	-	-
Receivables:	1,363,295	-	-	-	-	-	-
Billed	-	-	-	-	-	-	-
Unbilled	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
Allowance for Doubtful Accounts	-	-	-	-	-	-	-
Due from Other Governments	-	-	-	-	-	-	-
Contractual Obligation Receivable	-	-	-	-	-	-	-
Due from Other Funds	39,394	-	-	-	-	-	-
Prepaid Items	-	-	-	-	-	-	-
Inventories	-	-	-	-	-	-	-
TOTAL UNRESTRICTED LIQUID ASSETS	\$ 20,763,011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LESS: CURRENT UNRESTRICTED LIQUID LIABILITIES							
Less: Accounts Payable	(189,686)	-	-	-	-	-	-
Less: Accrued Salaries, Wages, Benefits	-	-	-	-	-	-	-
Less: Other Accrued Liabilities	-	-	-	-	-	-	-
Less: Due to Other Governments	-	-	-	-	-	-	-
Less: Due to Other Funds	-	-	-	-	-	-	-
Less: Interest Payable	-	-	-	-	-	-	-
Less: Current Portion of:	-	-	-	-	-	-	-
Less: Long-term Debt	-	-	-	-	-	-	-
Less: Customer Deposits	-	-	-	-	-	-	-
Less: Due to Developers	-	-	-	-	-	-	-
Less: Other Current Liabilities	(191,357)	-	-	-	-	-	-
Less: Accrued Workers' Compensation	-	-	-	-	-	-	-
Less: Claims and Judgements	-	-	-	-	-	-	-
CALCULATED: UNRESTRICTED LIQUID FUND BALANCE (ASSETS - LIABILITIES)	\$ 20,381,968	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Plus/(Less): Separation of Water Impact Fees CIAC	(221,526)	-	221,526	-	-	-	-
Plus/(Less): Separation of Sewer Impact Fees CIAC	(170,425)	-	-	170,425	-	-	-
Plus/(Less): Separation of R&R Funds	-	-	-	-	-	-	-
Plus/(Less): Separation of Capital Project Funds	(400,000)	-	-	-	-	400,000	-
Plus/(Less): Variance between Long Term Debt & Net Capital Assets	(12,498,299)	-	-	-	-	-	-
Plus/(Less): Separation of Debt Service Reserve	(4,881,938)	4,881,938	-	-	-	-	-
NET UNRESTRICTED LIQUID POSITIONS	\$ 2,209,780	\$ 4,881,938	\$ 221,526	\$ 170,425	\$ -	\$ 400,000	\$ -
Fund Summary							
Revenue Fund	\$ 2,209,780						
Restricted Reserves	\$ 4,881,938						
Water CIAC	\$ 221,526						
Sewer CIAC	\$ 170,425						
Renewal & Replacement	\$ -						
Capital Improvement Fund	\$ 400,000						
Catastrophic Reserve	\$ -						
Total Consolidated Fund Balance	\$ 7,883,669						

Projects	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
<u>LSSA WASTEWATER PLANT</u>											
Oxidation Ditch											
LS-WW01-19	\$ 585,000	702,000	20,000	-	-	-	-	-	-	-	-
Grit Removal	\$ 35,000	-	25,000	25,000	40,000	-	-	-	-	-	-
LS-WW02-19	\$ -	124,000	-	-	-	-	-	-	-	-	-
Headworks	\$ -	-	100,000	-	150,000	-	-	-	-	-	-
WAS System LS-WW03-19	\$ 2,500	-	-	-	-	-	-	-	-	-	-
WAS System LS-WW03-19	\$ -	-	-	26,000	-	-	-	-	-	-	-
Traveling Bridge Filters LS-WW-01-20	\$ -	100,000	-	-	-	-	-	-	-	-	-
Chlorine Contact Chamber	\$ -	50,000	-	-	-	-	-	-	-	-	-
PLC Wire to Vaults	\$ -	-	30,000	-	-	-	-	-	-	-	-
Reject Water System	\$ -	-	20,000	-	-	-	-	-	-	-	-
Reclaimed Water System Pump Replacement	\$ -	30,000	15,000	15,000	30,000	-	-	-	-	-	-
Reclaimed Water System Pump Station Header Piping	\$ -	30,000	-	-	-	-	-	-	-	-	-
Plant Site											
LS-WW-04-19	\$ 25,000	-	-	-	-	-	-	-	-	-	-
LS-WW-04-19	\$ -	50,000	-	-	-	-	-	-	-	-	-
LS-WW-05-19	\$ 4,500	-	-	-	-	-	-	-	-	-	-
LS-WW-05-19	\$ -	-	125,000	-	-	-	-	-	-	-	-
LS-WW-06-19	\$ 30,000	-	-	-	-	-	-	-	-	-	-
PLC Program (WW or WS)	\$ 52,000	54,000	55,000	57,000	57,000	-	-	-	-	-	-
VFD Program (WW or WS)	\$ -	15,000	15,000	16,000	16,000	-	-	-	-	-	-
<u>LSSA LIFT STATIONS & COLLECTION</u>											
Lift Station No. 2	\$ -	30,000	50,000	30,000	-	-	-	-	-	-	-
Lift Station No. 3	\$ -	-	50,000	-	-	-	-	-	-	-	-
Lift Station No. 4	\$ -	12,000	-	50,000	-	-	-	-	-	-	-
Lift Station No. 5	\$ -	-	12,000	50,000	-	-	-	-	-	-	-
Lift Station No. 6	\$ -	-	-	-	50,000	-	-	-	-	-	-
Lift Station No. 7	\$ -	-	\$12,000	-	50,000	-	-	-	-	-	-
Lift Station No. 9	\$ -	-	-	18,000	-	-	-	-	-	-	-
Lift Station No. 10	\$ -	-	-	-	20,000	-	-	-	-	-	-
Lift Station No. 12	\$ -	-	-	-	34,000	-	-	-	-	-	-
Force Main System	\$ 45,000	-	-	-	-	-	-	-	-	-	-
Collection System I&I Testing	\$ -	-	100,000	100,000	-	-	-	-	-	-	-
Collection System Repair	\$ -	-	-	250,000	250,000	-	-	-	-	-	-

Projects	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
<u>LSSA WATER SYSTEM</u>											
WTP 2	\$ -	20,000	9,000	-	-	-	-	-	-	-	-
WTP 3 Hypo/HSP	\$ -	150,000	20,000	18,000	-	-	-	-	-	-	-
WTP 4	\$ -	-	-	\$150,000	\$30,000	-	-	-	-	-	-
WTP 3 LS-WS01-19	\$ 16,000	40,000	30,000	-	-	-	-	-	-	-	-
WTP Well 7 & 8 LS-WS02-19	\$ 65,000	-	-	-	-	-	-	-	-	-	-
Water System	\$ -	-	-	-	-	-	-	-	-	-	-
Valve Program	\$ 100,000	100,000	100,000	100,000	100,000	-	-	-	-	-	-
Security and Vulnerability Assessment LS-WS04-19	\$ 100,000	-	-	20,000	-	-	-	-	-	-	-
<u>LSSA METER CHANGE-OUT PROGRAM</u>											
Residential Meters	\$ 121,836	146,024	419,153	372,121	251,146	-	-	-	-	-	-
Commercial Meters	\$ 70,276	63,018	40,179	52,624	38,272	-	-	-	-	-	-
<u>LSSA GENERAL</u>											
Scada System LS-G01-19	\$ 25,000	25,000	-	-	-	-	-	-	-	-	-
Unspecified future Spending	\$ -	-	-	-	-	1,346,330	1,360,174	1,284,000	1,291,333	1,279,651	1,312,297
Total CIP Budget (in current dollars)	\$ 1,277,112	1,741,042	1,247,333	1,349,745	1,116,418	1,346,330	1,360,174	1,284,000	1,291,333	1,279,651	1,312,297
Cumulative Projected Cost Escalation	0.0%	0.0%	3.0%	6.1%	9.3%	12.6%	15.9%	19.4%	23.0%	26.7%	30.5%
Resulting CIP Funding Level	\$1,277,112	1,741,042	1,284,753	1,431,944	1,219,940	1,515,306	1,576,814	1,533,163	1,588,177	1,621,023	1,712,251
Annual CIP Execution Percentage	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Final CIP Funding Level	\$1,277,112	1,741,042	1,284,753	1,431,944	1,219,940	1,515,306	1,576,814	1,533,163	1,588,177	1,621,023	1,712,251

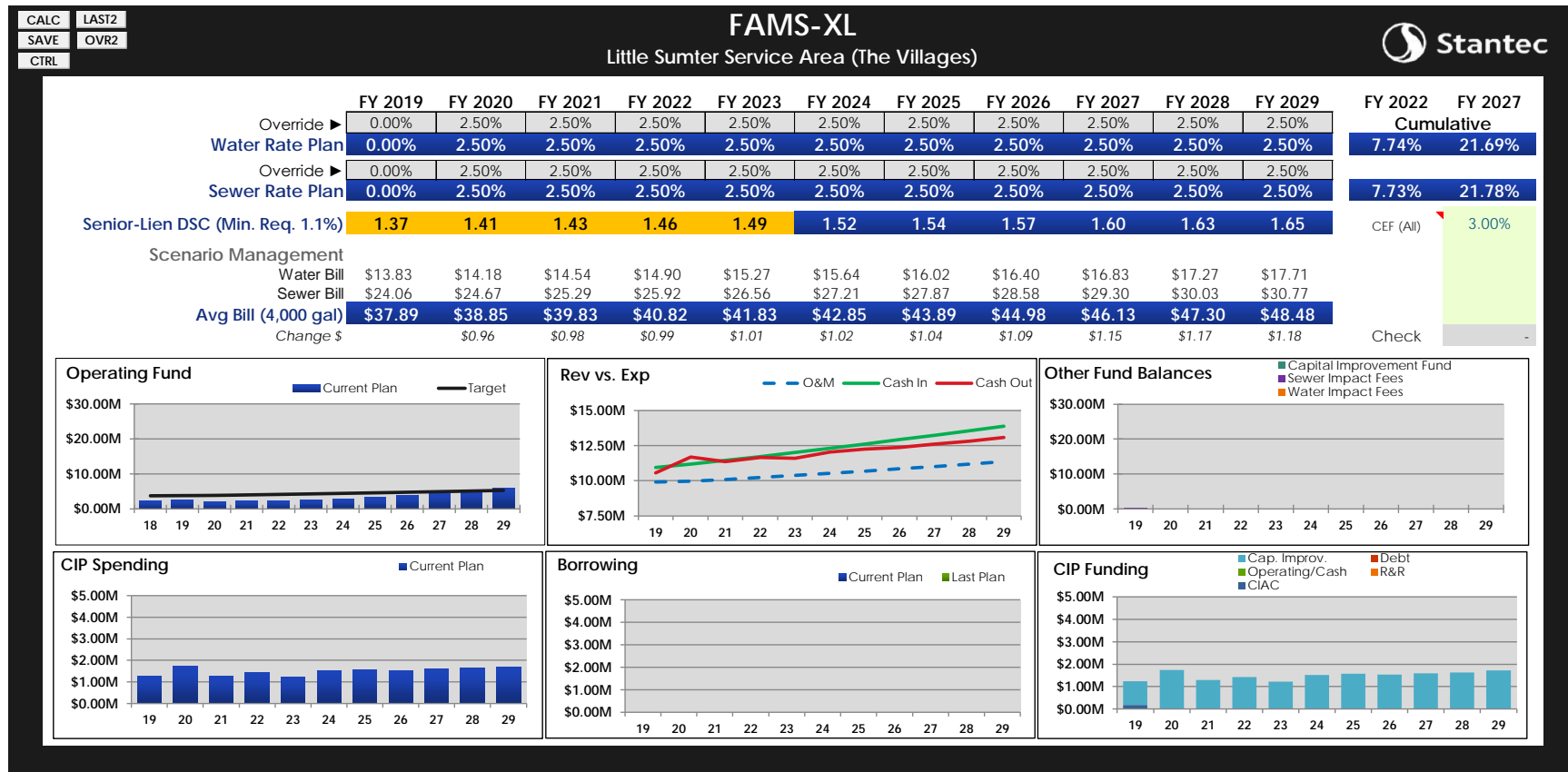
Schedule 6: Projection of Cash Outflows

		FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Account Description	Expense Type											
Management Fees	OMF	\$ 414,845	427,290	440,109	453,312	466,912	480,919	495,347	510,207	525,513	541,279	557,517
Engineering Services	OMF	\$ 212,630	219,009	225,579	232,347	239,317	246,496	253,891	261,508	269,353	277,434	285,757
Legal Services	OMF	\$ 2,750	2,833	2,917	3,005	3,095	3,188	3,284	3,382	3,484	3,588	3,696
Technology Services	OMF	\$ 28,310	29,159	30,034	30,935	31,863	32,819	33,804	34,818	35,862	36,938	38,046
Other Professional Services	OMF	\$ 81,136	10,300	10,609	10,927	11,255	11,593	11,941	12,299	12,668	13,048	13,439
Accounting Services	OMF	\$ 1,000	1,030	1,061	1,093	1,126	1,159	1,194	1,230	1,267	1,305	1,344
Auditing Services	OMF	\$ 5,613	5,781	5,955	6,133	6,317	6,507	6,702	6,903	7,110	7,324	7,543
Trustee Services	OMF	\$ 15,527	15,993	16,473	16,967	17,476	18,000	18,540	19,096	19,669	20,259	20,867
Arbitrage Services	OMF	\$ 3,000	-	-	-	-	3,000	-	-	-	-	3,000
Systems Management Support	OMF	\$ 12,078	12,440	12,814	13,198	13,594	14,002	14,422	14,854	15,300	15,759	16,232
Misc Contractual Services	OMF	\$ 2,010,850	2,091,284	2,174,935	2,261,933	2,352,410	2,446,506	2,544,367	2,646,141	2,751,987	2,862,067	2,976,549
Telephone	OMF	\$ 200	206	212	219	225	232	239	246	253	261	269
Postage	OMF	\$ 2,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460	2,534	2,610	2,688
Casualty & Liability Insurance	OMF	\$ 31,970	32,929	33,917	34,934	35,983	37,062	38,174	39,319	40,499	41,714	42,965
Building/Structure Maintenance	OMF	\$ 252,790	260,374	268,185	276,230	284,517	293,053	301,844	310,900	320,227	329,834	339,729
Landscape Maint.-Non-Recurring	OMF	\$ 8,085	8,328	8,577	8,835	9,100	9,373	9,654	9,944	10,242	10,549	10,866
Vehicle Repair & Maintenance	OMF	\$ 500	515	530	546	563	580	597	615	633	652	672
Printing & Binding	OMF	\$ 2,300	2,369	2,440	2,513	2,589	2,666	2,746	2,829	2,914	3,001	3,091
Permits & Licenses	OMF	\$ 6,025	6,206	6,392	6,584	6,781	6,985	7,194	7,410	7,632	7,861	8,097
Legal Advertising	OMF	\$ 2,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460	2,534	2,610	2,688
Meter Supplies	OMF	\$ 82,500	84,975	87,524	90,150	92,854	95,640	98,509	101,465	104,509	107,644	110,873
Operating Supplies-Other	OMF	\$ 112,585	115,963	119,441	123,025	126,715	130,517	134,432	138,465	142,619	146,898	151,305
Electricity	OMV	\$ 500,000	515,000	530,450	546,364	562,754	579,637	597,026	614,937	633,385	652,387	671,958
EXPENSE SUMMARY BY EXPENSE TYPE												
Personal Service Expenses	\$	-	-	-	-	-	-	-	-	-	-	-
Personal Service Execution Percentage		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Total Personal Service Expenses	\$	-	-	-	-	-	-	-	-	-	-	-
Fixed O&M Expenses	\$	3,288,694	3,331,103	3,451,949	3,577,257	3,707,194	3,844,934	3,981,657	4,126,550	4,276,808	4,432,632	4,597,232
Fixed O&M Execution Percentage		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Total Fixed O&M Expenses	\$	3,288,694	3,331,103	3,451,949	3,577,257	3,707,194	3,844,934	3,981,657	4,126,550	4,276,808	4,432,632	4,597,232
Variable O&M Expenses	\$	500,000	515,000	530,450	546,364	562,754	579,637	597,026	614,937	633,385	652,387	671,958
Variable O&M Execution Percentage		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Total Variable O&M Expenses	\$	500,000	515,000	530,450	546,364	562,754	579,637	597,026	614,937	633,385	652,387	671,958
Transfers Out												
Transfer to General R&R	\$	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000
Transfer to Capital Projects Fund	\$	674,687	1,740,190	1,284,748	1,431,944	1,219,940	1,515,306	1,576,814	1,533,163	1,588,177	1,621,023	1,712,251
Total Transfers Out	\$	1,574,687	2,640,190	2,184,748	2,331,944	2,119,940	2,415,306	2,476,814	2,433,163	2,488,177	2,521,023	2,612,251
Debt Services												
Series 2014B												
Interest	\$	2,950,320	2,887,450	2,815,809	2,716,480	2,612,996	2,505,148	2,392,936	2,275,944	2,136,594	1,990,584	1,837,679
Principal	\$	2,255,000	2,320,000	2,390,000	2,490,000	2,595,000	2,700,000	2,815,000	2,930,000	3,070,000	3,215,000	3,370,000
Total Debt Service	\$	5,205,320	5,207,450	5,205,809	5,206,480	5,207,996	5,205,148	5,207,936	5,205,944	5,206,594	5,205,584	5,207,679
TOTAL CASH OUTFLOWS	\$	10,568,701	11,693,744	11,372,956	11,662,045	11,597,885	12,045,025	12,263,433	12,380,595	12,604,964	12,811,627	13,089,120

Schedule 7: Projection of Cash Inflows

	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>
Rate Revenue Growth Assumptions											
Water Growth											
% Change Accounts	N/A	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
% Change Billed Use	N/A	-0.50%	-0.50%	-0.50%	-0.50%	-0.50%	-0.50%	-0.50%	-0.50%	-0.50%	-0.50%
Sewer Growth											
% Change Accounts	N/A	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
% Change Billed Use	N/A	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Assumed Rate Revenue Increases											
Assumed Water Rate Increase ¹	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Assumed Sewer Rate Increase ¹	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Base Facility Charges with Growth	\$ 4,885,084	4,860,659	4,957,264	5,055,790	5,156,274	5,258,755	5,363,273	5,469,868	5,578,581	5,689,456	5,802,533
Additional Rate Revenue from Increase	\$ -	121,516	123,932	126,395	128,907	131,469	134,082	136,747	139,465	142,236	145,063
Total Water Rate Revenue	\$ 4,885,084	4,982,175	5,081,196	5,182,185	5,285,181	5,390,224	5,497,354	5,606,614	5,718,046	5,831,692	5,947,597
Base Facility Charges with Growth	\$ 5,374,849	5,374,849	5,509,220	5,646,951	5,788,125	5,932,828	6,081,148	6,233,177	6,389,006	6,548,732	6,712,450
Additional Rate Revenue from Increase	\$ -	134,371	137,731	141,174	144,703	148,321	152,029	155,829	159,725	163,718	167,811
Total Sewer Rate Revenue	\$ 5,374,849	5,509,220	5,646,951	5,788,125	5,932,828	6,081,148	6,233,177	6,389,006	6,548,732	6,712,450	6,880,261
Other Operating Revenue											
Meters Impact Fees	\$ 3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Reconnect Fees	\$ 5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Fire Protection Water	\$ 28,221	28,221	28,221	28,221	28,221	28,221	28,221	28,221	28,221	28,221	28,221
Metered Irrigation Water	\$ 509,464	519,653	530,046	540,647	551,460	562,489	573,739	585,214	596,918	608,857	621,034
Returned Check Fees (\$25)	\$ 2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Other Misc Water & Sewer	\$ 80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000
Utility Late Penalty Fee	\$ 8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500
Misc Revenue	\$ 3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Total Other Operating Revenue	\$ 639,685	649,874	660,267	670,868	681,681	692,710	703,960	715,435	727,139	739,078	751,255
Non Operating Revenue											
Sales of Surplus Material & Sc	\$ 6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
Total Non Operating Revenue	\$ 6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
Interest Earnings											
On Unrestricted Funds	\$ 30,274	36,399	54,033	79,390	112,615	153,694	178,033	204,998	234,709	266,446	299,845
Total Interest Earnings	\$ 30,274	36,399	54,033	79,390	112,615	153,694	178,033	204,998	234,709	266,446	299,845
Total Revenue	\$ 10,935,892	11,183,669	11,448,447	11,726,567	12,018,304	12,323,777	12,618,524	12,922,054	13,234,626	13,555,666	13,884,958

¹ FY 2019 rate increase of 2.5% became effective October 1, 2018 and therefore is only shown here for illustrative purposes. Projected annual rate increases start in FY 2020.



Schedule 9: Forecast of Net Revenues and Debt Service Coverage

		FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Total Rate Revenue												
Fixed And Consumption Rate Revenue	\$	10,259,933	10,259,933	10,491,396	10,728,147	10,970,309	11,218,008	11,471,372	11,730,531	11,995,621	12,266,777	12,544,142
Additional Revenue From Growth		-	(24,425)	(24,911)	(25,406)	(25,911)	(26,426)	(26,951)	(27,487)	(28,033)	(28,590)	(29,158)
Weather Normalization		-	-	-	-	-	-	-	-	-	-	-
Subtotal: Base Revenue With Growth	\$	10,259,933	10,235,508	10,466,485	10,702,741	10,944,398	11,191,582	11,444,421	11,703,045	11,967,588	12,238,187	12,514,983
Weighted Average Rate Increase		0.0%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
Additional Rate Revenue From Rate Increase	\$	-	255,888	261,662	267,569	273,610	279,790	286,111	292,576	299,190	305,955	312,875
Price Elasticity Adjustment	\$	-	-	-	-	-	-	-	-	-	-	-
Total Rate Revenue	\$	10,259,933	10,491,396	10,728,147	10,970,309	11,218,008	11,471,372	11,730,531	11,995,621	12,266,777	12,544,142	12,827,858
Plus: Other Operating Revenue	\$	639,685	649,874	660,267	670,868	681,681	692,710	703,960	715,435	727,139	739,078	751,255
Equals: Total Operating Revenue	\$	10,899,618	11,141,270	11,388,414	11,641,178	11,899,690	12,164,082	12,434,492	12,711,056	12,993,917	13,283,219	13,579,113
Less: Operating Expenses												
Personal Services	\$	-	-	-	-	-	-	-	-	-	-	-
Variable O&M	\$	(500,000)	(515,000)	(530,450)	(546,364)	(562,754)	(579,637)	(597,026)	(614,937)	(633,385)	(652,387)	(671,958)
O&M	\$	(3,288,694)	(3,331,103)	(3,451,949)	(3,577,257)	(3,707,194)	(3,844,934)	(3,981,657)	(4,126,550)	(4,276,808)	(4,432,632)	(4,597,232)
Equals: Net Operating Income	\$	7,110,924	7,295,167	7,406,015	7,517,557	7,629,741	7,739,511	7,855,808	7,969,568	8,083,723	8,198,200	8,309,922
Plus: Non-Operating Income/(Expense)												
Non-Operating Revenue	\$	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
Interest Income	\$	30,274	36,399	54,033	79,390	112,615	153,694	178,033	204,998	234,709	266,446	299,845
Equals: Net Income	\$	7,147,198	7,337,566	7,466,048	7,602,947	7,748,356	7,899,206	8,039,841	8,180,566	8,324,433	8,470,647	8,615,767
Senior Debt Service Coverage Test												
Existing Senior Lien Debt	\$	5,205,320	5,207,450	5,205,809	5,206,480	5,207,996	5,205,148	5,207,936	5,205,944	5,206,594	5,205,584	5,207,679
Cumulative New Senior Lien Debt - As Calculated	\$	-	-	-	-	-	-	-	-	-	-	-
Total Conventional Debt Service	Target	\$ 5,205,320	5,207,450	5,205,809	5,206,480	5,207,996	5,205,148	5,207,936	5,205,944	5,206,594	5,205,584	5,207,679
Calculated Debt Service Coverage (Test I)	1.50	1.37	1.41	1.43	1.46	1.49	1.52	1.54	1.57	1.60	1.63	1.65
Minimum Debt Service Requirement		1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10
Cash Flow Test												
Net Income Available For Debt Service	\$	7,147,198	7,337,566	7,466,048	7,602,947	7,748,356	7,899,206	8,039,841	8,180,566	8,324,433	8,470,647	8,615,767
Less: Non-Operating Expenditures												
Transfers to R&R Fund	\$	(900,000)	(900,000)	(900,000)	(900,000)	(900,000)	(900,000)	(900,000)	(900,000)	(900,000)	(900,000)	(900,000)
Transfer to Capital Projects Fund	\$	(674,687)	(1,740,190)	(1,284,748)	(1,431,944)	(1,219,940)	(1,515,306)	(1,576,814)	(1,533,163)	(1,588,177)	(1,621,023)	(1,712,251)
Senior & Subordinate Debt Service	\$	(5,205,320)	(5,207,450)	(5,205,809)	(5,206,480)	(5,207,996)	(5,205,148)	(5,207,936)	(5,205,944)	(5,206,594)	(5,205,584)	(5,207,679)
Net Cash Flow	\$	367,191	(510,075)	75,491	64,522	420,420	278,752	355,091	541,459	629,662	744,039	795,838
Unrestricted Reserve Fund Test												
Balance At Beginning Of Fiscal Year	\$	2,209,780	2,576,971	2,066,896	2,142,387	2,206,909	2,627,329	2,906,080	3,261,172	3,802,631	4,432,293	5,176,331
Cash Flow Surplus/(Deficit)	\$	367,191	(510,075)	75,491	64,522	420,420	278,752	355,091	541,459	629,662	744,039	795,838
Projects Designated To Be Paid With Cash	\$	-	-	-	-	-	-	-	-	-	-	-
Projects Paid With Reserve Funds (Non Specified Funds)	\$	-	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	\$	2,576,971	2,066,896	2,142,387	2,206,909	2,627,329	2,906,080	3,261,172	3,802,631	4,432,293	5,176,331	5,972,169
Minimum Working Capital Reserve Target	\$	3,788,694	3,846,103	3,982,399	4,123,621	4,269,948	4,424,571	4,578,683	4,741,487	4,910,193	5,085,019	5,269,190
Excess/(Deficiency) Of Working Capital To Target	\$	(1,211,723)	(1,779,207)	(1,840,012)	(1,916,711)	(1,642,620)	(1,518,491)	(1,317,512)	(938,857)	(477,901)	91,312	702,979

	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Water CIAC											
Balance At Beginning Of Fiscal Year	\$ 221,526	223,741	225,979	228,803	232,235	236,300	241,026	245,846	250,763	255,778	260,894
Annual Revenues	\$ -	-	-	-	-	-	-	-	-	-	-
Less: Annual Expenses	\$ -	-	-	-	-	-	-	-	-	-	-
Less: Payment of Debt Services	\$ -	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 221,526	223,741	225,979	228,803	232,235	236,300	241,026	245,846	250,763	255,778	260,894
Less: Restricted Funds	\$ -	-	-	-	-	-	-	-	-	-	-
Total Amount Available for Projects	\$ 221,526	223,741	225,979	228,803	232,235	236,300	241,026	245,846	250,763	255,778	260,894
Amount paid for Projects	\$ -	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 221,526	223,741	225,979	228,803	232,235	236,300	241,026	245,846	250,763	255,778	260,894
Add Back: Restricted Funds	\$ -	-	-	-	-	-	-	-	-	-	-
Plus: Interest Earnings	\$ 2,215	2,237	2,825	3,432	4,064	4,726	4,821	4,917	5,015	5,116	5,218
Less: Interest Allocated to Cash Flow	\$ -	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	\$ 223,741	225,979	228,803	232,235	236,300	241,026	245,846	250,763	255,778	260,894	266,112
Sewer CIAC											
Balance At Beginning Of Fiscal Year	\$ 170,425	852	4	-	-	-	-	-	-	-	-
Annual Revenues	\$ -	-	-	-	-	-	-	-	-	-	-
Less: Annual Expenses	\$ -	-	-	-	-	-	-	-	-	-	-
Less: Payment of Debt Services	\$ -	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 170,425	852	4	-	-	-	-	-	-	-	-
Less: Restricted Funds	\$ -	-	-	-	-	-	-	-	-	-	-
Total Amount Available for Projects	\$ 170,425	852	4	-	-	-	-	-	-	-	-
Amount paid for Projects	\$ (170,425)	(852)	(4)	-	-	-	-	-	-	-	-
Subtotal	\$ -	-	-	-	-	-	-	-	-	-	-
Add Back: Restricted Funds	\$ -	-	-	-	-	-	-	-	-	-	-
Plus: Interest Earnings	\$ 852	4	-	-	-	-	-	-	-	-	-
Less: Interest Allocated to Cash Flow	\$ -	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	\$ 852	4	-	-	-	-	-	-	-	-	-
Capital Improvement Fund											
Balance At Beginning Of Fiscal Year	\$ 400,000	-	-	-	-	-	-	-	-	-	-
Annual Revenues / Transfers In	\$ 674,687	1,740,190	1,284,748	1,431,944	1,219,940	1,515,306	1,576,814	1,533,163	1,588,177	1,621,023	1,712,251
Less: Annual Expenses	\$ -	-	-	-	-	-	-	-	-	-	-
Less: Payment of Debt Services	\$ -	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 1,074,687	1,740,190	1,284,748	1,431,944	1,219,940	1,515,306	1,576,814	1,533,163	1,588,177	1,621,023	1,712,251
Less: Restricted Funds	\$ -	-	-	-	-	-	-	-	-	-	-
Total Amount Available for Projects	\$ 1,074,687	1,740,190	1,284,748	1,431,944	1,219,940	1,515,306	1,576,814	1,533,163	1,588,177	1,621,023	1,712,251
Amount paid for Projects	\$ (1,074,687)	(1,740,190)	(1,284,748)	(1,431,944)	(1,219,940)	(1,515,306)	(1,576,814)	(1,533,163)	(1,588,177)	(1,621,023)	(1,712,251)
Subtotal	\$ -	-	-	-	-	-	-	-	-	-	-
Add Back: Restricted Funds	\$ -	-	-	-	-	-	-	-	-	-	-
Plus: Interest Earnings	\$ 2,000	-	-	-	-	-	-	-	-	-	-
Less: Interest Allocated to Cash Flow	\$ (2,000)	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	\$ -	-	-	-	-	-	-	-	-	-	-

	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Renewal & Replacement											
Balance At Beginning Of Fiscal Year	\$ -	868,000	1,768,000	2,668,000	3,568,000	4,468,000	5,368,000	6,268,000	7,168,000	8,068,000	8,968,000
Annual Revenues / Transfers In	\$ 900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000
Less: Annual Expenses	\$ -	-	-	-	-	-	-	-	-	-	-
Less: Payment of Debt Services	\$ -	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 900,000	1,768,000	2,668,000	3,568,000	4,468,000	5,368,000	6,268,000	7,168,000	8,068,000	8,968,000	9,868,000
Less: Restricted Funds	\$ -	-	-	-	-	-	-	-	-	-	-
Total Amount Available for Projects	\$ 900,000	1,768,000	2,668,000	3,568,000	4,468,000	5,368,000	6,268,000	7,168,000	8,068,000	8,968,000	9,868,000
Amount paid for Projects	\$ (32,000)	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 868,000	1,768,000	2,668,000	3,568,000	4,468,000	5,368,000	6,268,000	7,168,000	8,068,000	8,968,000	9,868,000
Add Back: Restricted Funds	\$ -	-	-	-	-	-	-	-	-	-	-
Plus: Interest Earnings	\$ 4,340	13,180	27,725	46,770	70,315	98,360	116,360	134,360	152,360	170,360	188,360
Less: Interest Allocated to Cash Flow	\$ (4,340)	(13,180)	(27,725)	(46,770)	(70,315)	(98,360)	(116,360)	(134,360)	(152,360)	(170,360)	(188,360)
Balance At End Of Fiscal Year	\$ 868,000	1,768,000	2,668,000	3,568,000	4,468,000	5,368,000	6,268,000	7,168,000	8,068,000	8,968,000	9,868,000
Revenue Fund											
Balance At Beginning Of Fiscal Year	\$ 2,209,780	2,576,971	2,066,896	2,142,387	2,206,909	2,627,329	2,906,080	3,261,172	3,802,631	4,432,293	5,176,331
Annual Revenues	\$ 367,191	(510,075)	75,491	64,522	420,420	278,752	355,091	541,459	629,662	744,039	795,838
Less: Annual Expenses	\$ -	-	-	-	-	-	-	-	-	-	-
Less: Payment of Debt Services	\$ -	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 2,576,971	2,066,896	2,142,387	2,206,909	2,627,329	2,906,080	3,261,172	3,802,631	4,432,293	5,176,331	5,972,169
Less: Restricted Funds	\$ (2,576,971)	(2,066,896)	(2,142,387)	(2,206,909)	(2,627,329)	(2,906,080)	(3,261,172)	(3,802,631)	(4,432,293)	(5,085,019)	(5,269,190)
Total Amount Available for Projects	\$ -	-	-	-	-	-	-	-	-	91,312	702,979
Amount paid for Projects	\$ -	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ -	-	-	-	-	-	-	-	-	91,312	702,979
Add Back: Restricted Funds	\$ 2,576,971	2,066,896	2,142,387	2,206,909	2,627,329	2,906,080	3,261,172	3,802,631	4,432,293	5,085,019	5,269,190
Plus: Interest Earnings	\$ 23,934	23,219	26,308	32,620	42,300	55,334	61,673	70,638	82,349	96,086	111,485
Less: Interest Allocated to Cash Flow	\$ (23,934)	(23,219)	(26,308)	(32,620)	(42,300)	(55,334)	(61,673)	(70,638)	(82,349)	(96,086)	(111,485)
Balance At End Of Fiscal Year	\$ 2,576,971	2,066,896	2,142,387	2,206,909	2,627,329	2,906,080	3,261,172	3,802,631	4,432,293	5,176,331	5,972,169
Restricted Reserves											
Balance At Beginning Of Fiscal Year	\$ 4,881,938	4,930,757	4,980,065	5,042,316	5,117,951	5,207,515	5,311,665	5,417,898	5,526,256	5,636,781	5,749,517
Additional Funds:	\$ -	-	-	-	-	-	-	-	-	-	-
Debt Service Reserve On New Debt	\$ -	-	-	-	-	-	-	-	-	-	-
Other Additional Funds	\$ -	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 4,881,938	4,930,757	4,980,065	5,042,316	5,117,951	5,207,515	5,311,665	5,417,898	5,526,256	5,636,781	5,749,517
Plus: Interest Earnings	\$ 48,819	49,308	62,251	75,635	89,564	104,150	106,233	108,358	110,525	112,736	114,990
Less: Interest Allocated To Cash Flow	\$ -	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	\$ 4,930,757	4,980,065	5,042,316	5,117,951	5,207,515	5,311,665	5,417,898	5,526,256	5,636,781	5,749,517	5,864,507



The Villages Little Sumter Service Area

Water & Sewer Revenue Sufficiency Analysis





Agenda

1. Stantec
2. Project Team
3. Objective of RSA
4. Financial Management Plan Process
5. Key Assumptions
6. Financial Management Plan
7. Results & Recommendations

Project Team

Mike Burton

**Vice President,
Financial Services**

Years of Experience: 30+



Leticia Gaglianone

Managing Consultant

Years of Experience: 6



Richard Barrow

Financial Analyst

Years of Experience: 1



Objective of the RSA

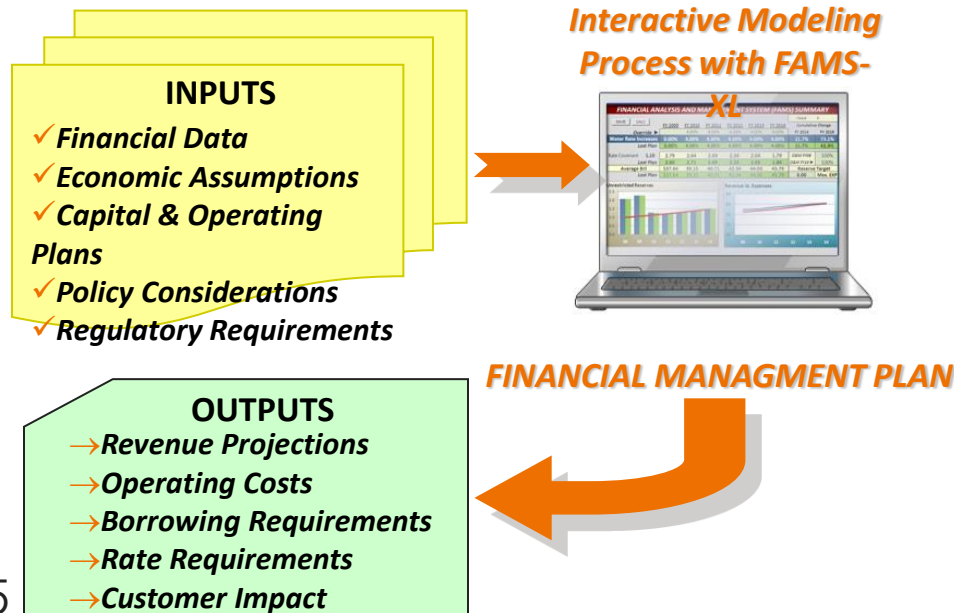
Evaluate the sufficiency of water and sewer revenues to meet the Fund's ten-year projected annual requirements including:

1. Operating & maintenance costs
2. Capital improvement costs
3. Existing and projected debt service costs & corresponding debt service coverage ratios
4. Adequate operating reserves



Financial Management Plan Process

For Each Year in The Planning Period
the Following Analytical Process is Carried Out



Inputs to projections from 2019 thru 2029

- Annual Operating & Maintenance (O&M) requirements
- Annual Personnel requirements
- Annual capital equipment requirements
- Annual existing debt service costs
- Annual projected account and usage
- Cost escalation factors

Policy Considerations

- Minimum Fund Balance policy assumptions



Key Assumptions

0

Projected Account Growth

-0.50%

Projected change in Monthly Usage per Account

3.4%

Weighted Average Operating Cost Inflation

\$5.2M

Average Annual Debt Service Costs

\$16.5M

10-year CIP

Stantec

12

Minimum Operating Reserve Target (Mos. of O&M)

Financial Management Plan



FAMS-XL

Little Sumter Service Area (The Villages)

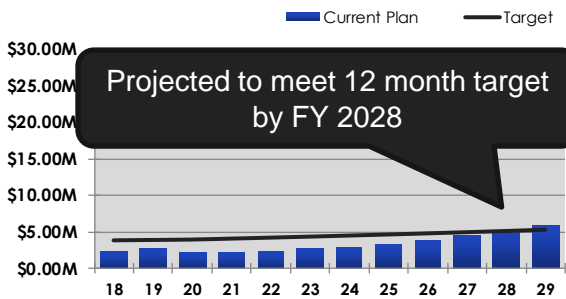
CALC LAST2
SAVE OVR2
CTRL

Projected debt service coverage well above 1.1x minimum requirement

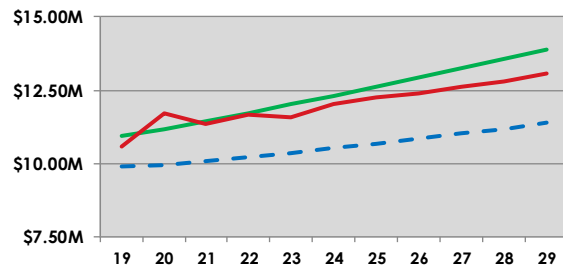
Projected annual water and sewer rate increases

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2022	FY 2027
Water Rate Plan	0.00%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	7.74%	21.69%
Sewer Rate Plan	0.00%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	7.73%	21.78%
Senior-Lien DSC (Min. Req. 1.1%)	1.37	1.41	1.43	1.46	1.49	1.52	1.54	1.57	1.60	1.63	CEF (All)	3.00%
Avg Bill (4,000 gal)	\$37.89	\$38.85	\$39.83	\$40.82	\$41.83	\$42.85	\$43.89	\$44.98	\$46.13	\$47.30	Check	-
Change \$		\$0.96	\$0.98	\$0.99	\$1.01	\$1.02	\$1.04	\$1.09	\$1.15	\$1.17		

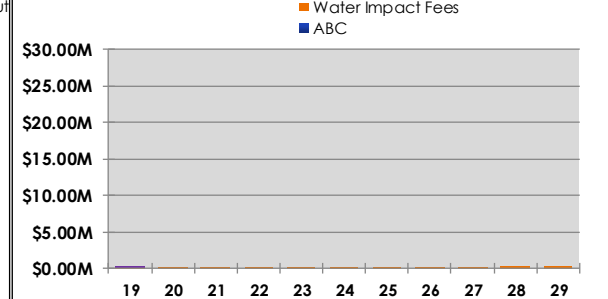
Operating Fund



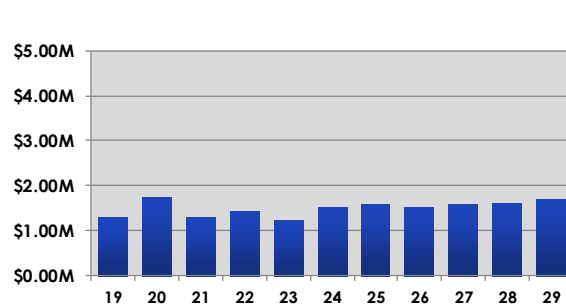
Average monthly bill change of \$1.00 over next 5 years



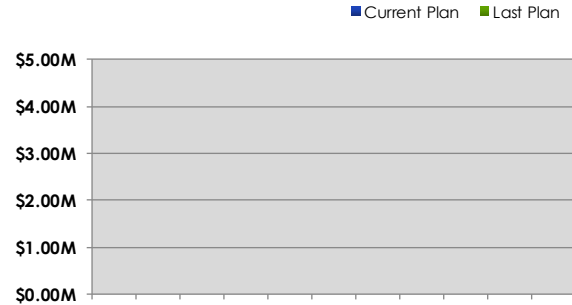
Other Fund Balances



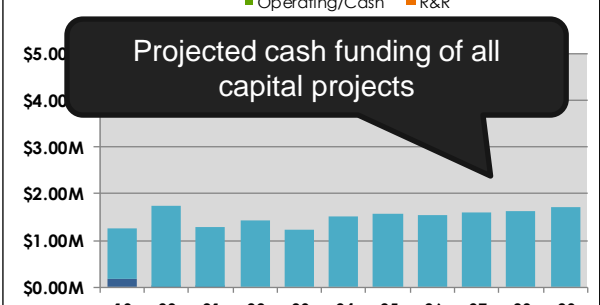
CIP Spending



Borrowing



CIP Funding



Results and Recommendations

1) We recommended the following annual rate adjustments to satisfy the projected annual revenue requirements for the next five-year planning period (FY 2020 through FY 2024).

Annual Rate Adjustments	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Water Rate	2.50%	2.50%	2.50%	2.50%	2.50%
Sewer Rate	2.50%	2.50%	2.50%	2.50%	2.50%

2) Update this analysis on an annual or bi-annual basis. Doing so will allow for the incorporation of updated revenue and expense information, as well as changes in economic conditions, water consumption, regulatory requirements, and other factors so that any necessary changes can be made to the financial management plan.



AGENDA REQUEST

TO: Board of Supervisors
Village Center Community Development District

FROM: Kenneth Blocker, Assistant District Manager; Mark LaRock, Purchasing Director

DATE: 4/10/2019

SUBJECT: Request for Sole Source designation of Ovivo USA, LLC for the purchase of Carrousel System Equipment used in Wastewater Treatment Processing

ISSUE:

Review and approval of a Sole Source designation of Ovivo USA, LLC for the purchase of Carrousel System Equipment used in Wastewater Treatment Processing. TSC-Jacobs, North is the exclusive authorized sales representative for this Wastewater Treatment Process Equipment within the State of Florida.

ANALYSIS/INFORMATION:

Staff is seeking to execute a sole source designation and purchase of Wastewater Treatment Processing Equipment manufactured by Ovivo USA, LLC. TSC-Jacobs, North is the exclusive sales representative for the purchase of this equipment. The wastewater treatment plant uses Ovivo's trademarked CARROUSEL treatment process using trademarked EXCELL aerators. The Ovivo treatment units have operated successfully since the plants were constructed. Ovivo designs and assures that the replacement equipment will meet current treatment requirements and regulatory requirements. In accordance with Florida State Statute 287.057(5)(c), District Staff electronically posted the Intent to Award a Sole Source Procurement for seven (7) business days. Attached as Exhibit A is Proposal #2-34-0107 dated February 15, 2019 for the purchase of the Carrousel System Equipment.

BUDGET IMPACT:

Funds are currently available in the FY 2018/2019 budget.

STAFF RECOMMENDATION:

Staff requests approval for a Sole Source designation of Ovivo USA, LLC for the purchase of Carrousel System Equipment used in Wastewater Treatment Processing from TSC-Jacobs, North (exclusive authorized sales representative) in the amount of \$522,400.00 as reflected in Exhibit A (Proposal #2-34-0107 dated February 15, 2019).

MOTION:

Motion to approve a Sole Source designation of Ovivo USA, LLC for the purchase of Carrousel System Equipment used in Wastewater Treatment Processing from TSC-Jacobs, North (exclusive authorized sales representative) in the amount of \$522,400.00 as reflected in Exhibit A (Proposal #2-34-0107 dated February 15, 2019) and authorize staff to issue a Purchase Order.

ATTACHMENTS:

Description	Type
☐ Sole Source Justification	Exhibit
☐ Exhibit A	Exhibit

Sole Source Single Source Standardization Request and Justification Form

The Villages
Community Development Districts
Purchasing
MAR 29 2019 Rec'd

Date: Mar 27, 2019 Source Type: Sole Source District: Multiple Districts (see comments)
Requested By: Terry Austin Requesting Department: Utilities
Commodity / Service: Wastewater Treatment Process Equipment

A Sole Source purchase is defined as a non-competitive purchase of supplies, equipment and contractual services that is either: the only item that will produce the desired results; or is available from only one source of supply who possesses the unique and singularly available capability to meet the requirement of the solicitation (such as technical qualifications, ability to deliver at a particular time, or services from a public utility). A Single Source Standardization purchase is when there is functional or performance requirements and there is only one economically feasible product for that purchase; however, there may be multiple sources to purchase from. All Sole Source and Single Source Standardization requests must be posted on DemandStar and the District Purchasing web page for seven (7) days.

VENDOR/MANUFACTURER INFORMATION

Company Name: TSC-Jacobs-North Company Address: 24156 SR 54, Ste. 3, Lutz, FL 33549
Contact Name: John Verscharen Phone #: 813-242-2660 Email: johntscjn@verizon.net

JUSTIFICATION

1. Describe all products and/or services to be procured under this exemption:

The wastewater treatment plants at VCSA, LSSA, and NSU Oxidation Ditch aerators are reaching the end of their useful life and require replacement. This would include replacement of the aerator, motor, gearbox and associated electrical/programming to the existing facility controls.

2. Briefly explain why it is in the best interest of the District to exempt this procurement from competition:

The wastewater treatment plants use Ovivo's trademarked CARROUSEL treatment process using trademarked EXCELL aerators. The Ovivo treatment units have operated successfully since the plants were constructed. When the aerators are at the end of their useful life they must be replaced. Ovivo designs and assure that the replacement aerator will meet current treatment requirements and regulatory requirements.

3. What steps were taken to verify that these features are not available elsewhere?

Other brands/manufacturers were examined (please list name and phone numbers, and explain why they are not suitable for use by the District- attach additional pages as necessary, do not leave blank):

The current process is a trademarked process by Ovivo. No other vendors were contacted.

Other vendors were contacted (please list names and phone numbers, and explain why those contacted would not meet the needs of the District - attach additional pages as necessary, do not leave blank):

No other vendors were contacted.

4. Attach documentation from the manufacturer certifying the vendor selected is the only distributor/dealer/contractor for the products or services in question and/or holds the production, unique capability, copyrights, trademark, and/or patent to the item, and check the following applicable statements:

- ☒ Patent, copyright or unique design restrictions (*Sole Source*) *Attach verification from Manufacturer*
- ☐ Proprietary rights in technical data and/or product formulations (e.g. cleaning compounds, lubricating oils, paint, etc.), which can only be determined through extensive laboratory analysis and examination (*Sole Source*) *Attach verification from Manufacturer*
- ☒ Only producer, such as utility supplier or construction material supplier, that will meet the specialized needs of the department or perform the intended function (*Sole Source*) *Attach verification from Manufacturer*
- ☒ Direct replacement parts, equipment or supplies that must be compatible with original equipment already installed but available only from the original equipment manufacturer. Most manufacturers have more than one dealer or distributor for their products. When this is the case, competition between dealers and/or distributors may be possible, eliminating the "sole or single source" restriction (*Single Source*) *Attach verification from Manufacturer*
- ☐ When tests and/or demonstrations of equipment, supplies, part, etc. under actual operating conditions reveal superior quality, performance, design or other characteristics in a product(s), which is available from only one source. Testing must be performed as often as practical (*Single Source*) *Attach verification from Manufacturer*
- ☐ Maintenance, repair services or warranty which require specialized test equipment, procedures, and technical expertise available only from the original equipment manufacturer or authorized/ licensed dealer/ field service representative (*Single Source*) *Attach verification from Manufacturer*
- ☐ The part(s)/equipment are required to permit standardization (*Standardization*)
Must provide justification. For brand-specific items, quotes should still be obtained
- ☐ Other: None or some of the above apply. *Detailed explanation and justification for this sole source/single source standardization request must be attached to this form*

Approvals:

1. Terry Austin	<u>3-27-19</u>		
Requested By (End User)	Date	Rejected Incomplete	Additional Information Needed (see comments below)
Kenneth Blocker	<u>3-27-19</u>	<input type="checkbox"/>	Date Rejected: _____
2. Department Director	Date		
<u>Mark Block</u>	<u>3/27/19</u>	<input type="checkbox"/>	Date Rejected: _____
3. Purchasing Director	Date		
<u>[Signature]</u>	<u>3.27.19</u>	<input type="checkbox"/>	Date Rejected: _____
4. District Manager	Date		

Comments:

VCCDD & NSCUSD Boards

RECEIVED

MAR 29 2019

[Signature]

Board Approved: ☐ Yes ☐ No Date: _____

Ovivo USA, LLC

4246 Riverboat Road, Suite 300
Salt Lake City, Utah
84123
USA

Telephone: 801.931.3000

Facsimile: 801.931.3080

www.ovivowater.com



February 19, 2019

The Villages Community Development District
Little Sumter Service Area (LSSA) WWTP

Re: Sole Source Equipment

To Whom It May Concern;

Please be advised that the following company is the exclusive authorized sales representative for Ovivo USA, LLC process Carrousel® System Equipment used in wastewater treatment processes within the state of Florida.

Please direct all inquiries for municipal treatment equipment to TSC-Jacobs, North.

TSC-Jacobs, North
24156 SR 54
Suite 3
Lutz, FL 33549

Attn: Paul Wachter
Or
John Verscharen
Ph: 813-242-2660
Fx: 813-242-2597

Very truly yours,
Ovivo USA, LLC

cc. John Verscharen
Paul Wachter

**THE VILLAGES COMMUNITY
DEVELOPMENT DISTRICT
LITTLE SUMTER SERVICE AREA (LSSA) WWTP**

PREPARED FOR

The Villages Community Development District

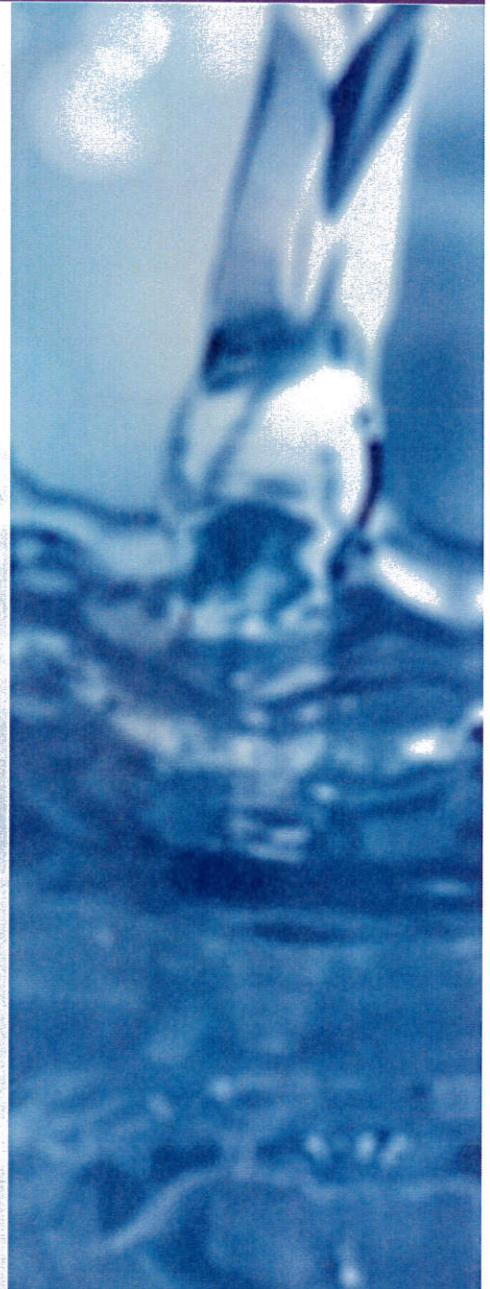
AREA REPRESENTATIVE

TSC-Jacobs, North
John Verscharen
johntscjn@verizon.net

PREPARED BY

Daniel Kirby
Phone (801) 931-3000
Fax (801) 931-3080
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Ovivo USA, LLC
4246 Riverboat Road – Suite 300
Salt Lake City, Utah 84123-2583



DATE: February 20, 2019

TO: The Villages Community Development District
Little Sumter Service Area (LSSA) WWTP

Ovivo USA, LLC is pleased to submit a proposal for the following equipment (the "Products") on the project indicated above (the "Project"). This proposal, either in its original form or in its "as sold" format, constitutes Ovivo's contractual offer of goods and services in connection with the Project. Please contact Ovivo's sales representative in your area for any questions or comments you may have in connection with this proposal. The address is:

TSC-Jacobs, North
24156 SR 54
Suite 3
Lutz, FL 33549

Attention: John Verscharen
Telephone: 813-242-2660
Facsimile: 813-242-2597
Email: johntscjn@verizon.net

BID PRICING

ITEM	EQUIPMENT	ESTIMATED SHIP DATE*	PRICE
I	Carrousel® System Equipment including Mechanical/Electrical Installation	*	\$ 485,200
	<u>Additional Adders</u>		
A	Power Cable and Local Disconnect Switch Upgrade	*	\$23,900
B	Two (2) Analyzers/DO probes With Installation	*	\$21,700
C	Control System Logic Upgrade	*	\$13,300

DELIVERY

*Ovivo will submit drawings for approval within **four (4) weeks** after Purchaser's receipt of Ovivo's written acknowledgement of an approved purchase order. Ovivo intends to ship all Products **twenty-eight (28) weeks** after receipt of approved drawings from Purchaser. Ovivo intends to complete installation within **thirty-two (32) weeks** after receipt of approved drawings from purchaser.

GENERAL NOTES

The dates of drawing submission and shipment of the Products represents Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

ITEM I - CARROUSEL® SYSTEM EQUIPMENT

Ovivo proposes to furnish:

- Two (2) 60 horsepower Excell® Aerator II's
- Mechanical Installation

All mechanism(s) are for installation in the Carousel System basins. The design of the proposed mechanisms is based upon Ovivo's standard engineering practices and details which meet the intent of the project specifications.

AERATORS

ITEMS INCLUDED per Aerator:

- One (1) 60 horsepower motor including:
 - 460 Volt, 3 phase, 60 hertz duty.
 - TEFC, totally enclosed fan cooled.
 - VFD duty rated.
 - Mill and chemical duty preparation.
 - Nominal 1800 rpm output.
 - 1.15 service factor on sine wave power and 1.0 service factor on inverter duty.
 - Class F insulation.
 - Motor thermal protection device.
 - Motor space heater.
 - Premium efficiency.
- One (1) gearbox including:
 - 2.5 service factor (minimum).
 - Independent lower bearing.
 - Oil drain.
 - Mechanical oil pump.
 - Dip Stick.
 - Low oil Pressure switch.
- One (1) 60hp, 6 Pulse VFD(s), including:
 - Wall Mounted.
 - Door Disconnect.
 - Molded Case Circuit Breaker.
 - Input Filter.
 - Control Power Transformer.
 - Digital Operator Interface Module with LCD digital display.
 - Ethernet Option Board.
 - 30mm Operators (as required).
- One (1) high speed flexible coupling.
- One (1) low speed coupling (cast iron).
- One (1) surface aerator impeller and shaft (A36).
- One (1) submerged radial pumping turbine and shaft (A36).
- One (1) partition wall extension plate (stainless steel).
- One (1) velocity enhancing baffle (A36).
- Mounting plate/bars (A36).
- Assembly bolts (A325).

- Nameplate (stainless steel).
- Painting as noted in the SURFACE PREPARATION AND PAINTING segment of this proposal.
- Operation and Maintenance manuals.
- Service as noted in the FIELD SERVICE segment of this proposal.
- Freight, FCA factory, freight allowed.

ADDITIONAL ITEMS INCLUDED:

- Spare parts included:
 - One (1) Reducer low oil cut-out switch.
 - One (1) Reducer high speed coupling.

WEIGHTS:

APPROXIMATE TOTAL WEIGHT OF ONE (1) MECHANISM: 4,284 LBS.

APPROXIMATE WEIGHT OF HEAVIEST SINGLE COMPONENT: 2,274 LBS.

MECHANICAL / ELECTRICAL INSTALLATION

ITEMS INCLUDED:

- Disconnect, dismantle and remove (2) existing aerators from Oxidation Ditch #1
- Install (2) new aerators, velocity enhancing baffles, and partition wall extensions.
- Install (2) new 60 hp variable frequency drives (VFDs) in the same location of existing VFDs
- Painting as noted in the SURFACE PREPARATION AND PAINTING segment of this proposal.
- All equipment needed to hoist the removed equipment and install the new equipment is included.
- Normal hours of operation Mon – Fri, 40 hour work week.
- Use & access with lull and crane in & around structures will be required.

OPTIONAL ITEM A –

Our initial analysis indicates that the exiting power cable (#3) is adequate for the new 60 HP aerators. If, upon field inspection, determining actual cable runs, and consultation with the District, it is required to change the power cable to a larger size within the existing conduit, this adder applies.

OPTIONAL ITEM B-

Our understanding is that the District has two functioning dissolved oxygen probes and analyzers in the basin. If it is desired to replace these, install them with the currently available local 120 V power source and connect them to current instrument cable, this adder applies.

OPTIONAL ITEM C-

It is our understanding that the District has sufficient DO control via their SCADA system. If the District would like Ovivo to program their control logic to upgrade the DO control system for tighter control, this adder applies. The adder is based on 30 hours of preparatory off site programming time, three days on site to install and test the program on the existing plant SCADA system, and access to a remote connection is provided by the District for troubleshooting and optimization.

ITEMS NOT INCLUDED WITH CARROUSEL SYSTEM (But not limited to the following):

- Dewatering, grit removal, and all cleaning of Oxidation Ditch #1. To perform the scope of work described above, the equipment and walls shall be sufficiently cleaned in the work area.
- Vibration analysis, Velocity, and Oxygen Transfer testing.
- Motor control centers (MCC).
- Bypass with across the line starter (internal), Output Load Reactor, dV/dT Filter.
- Power Factor Correction Capacitors (PFCC).
- External Wiring and Conduit (except as noted)
- Harmonic Testing.
- Starters, Pushbutton, local stations.
- Panel mounting components.
- Field wiring / installation (except as noted)
- Bridges, walkways, stairs, ladders, and hand railing.
- Mist shields or curtains.
- Slide gates, sluice gates, or weirs.
- Conformal Coatings.
- Oils/Lubricants.
- Permits, fees, samples, testing.
- Liquidated damages.
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FIELD SERVICE

Our proposal includes the service of a qualified service engineer for the following:

- Four (4) Days / Two (2) Trips at the site to assist in adjusting, servicing, and checking out these mechanisms, and in training the operators in maintenance, troubleshooting, and repair of the equipment.
- Additional service days can be purchased at the current rate.

SURFACE PREPARATION AND PAINT

Submerged and non-submerged fabricated steel shall be shop-cleaned per SSPC-SP-10 and shop primed 1 coat 3.0 to 5.0 Mils D.F.T, 1 intermediate coat 3.0 to 5.0 Mils D.F.T, 1 top coat 3.0 to 5.0 Mils D.F.T Finish paint. Except stainless steel will not receive a coating.

Motors and gear reducers shall receive manufactures standard surface preparation. Shop priming

and painting shall consist of a high quality coating that is specifically resistant to chemical, solvent, salt water, and acid environmental conditions.

ADDITIONAL FIELD SERVICE

When included and noted in the Product pricing of each proposal item, Ovivo will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each proposal item for the number of eight (8) hour days. Notwithstanding Ovivo's performance of the above-referenced services, Ovivo shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Ovivo's scope of work.

If additional service is required, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Purchaser/Owner not be ready when the Field Service Engineer is requested or if additional service is requested, the Ovivo current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

SURFACE PREPARATION AND PAINTING GENERAL INFORMATION

If painting the Products is included under Ovivo's scope of work, such Products shall be painted in accordance with Ovivo's standard practice. Shop primer paint is intended to serve only as minimal protective finish. Ovivo will not be responsible for condition of primed or finished painted surfaces after equipment leaves its shops. Purchasers are invited to inspect painting in our shops for proper preparation and application prior to shipment. Ovivo assumes no responsibility for field service preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism erection.

Clarifier motors, gear motors and center drives shall be cleaned and painted with manufacturer's standard primer paint only.

It is our intention to ship major steel components as soon as fabricated, often before drives, motors and other manufactured components. Unless you can insure that shop primed steel shall be field painted within thirty (30) days after arrival at the jobsite, we encourage you to purchase these components in the bare metal (no surface prep or primer) condition.

Ovivo cannot accept responsibility for rusting or deterioration of shop applied prime coatings on delivered equipment if the primed surfaces have not been field painted within thirty (30) days of arrival at the jobsite using manufacturers' standard primers. Other primers may have less durability.

PRICING TERMS

The prices quoted are based upon Purchaser's acceptance of this proposal, through the submission of a purchase order or other written acceptance, being placed no later than 30 days after date of this proposal. After expiration of the pricing effectivity period, prices will be subject to review and adjustment. Prices quoted are FCA surface point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

PAYMENT TERMS

Payment terms are:

- Twenty percent (20%) net cash after submittal.
- Seventy percent (75%) net cash upon shipment of major Product items.
- Ten percent (5%) upon the earlier of (a) Product startup and (b) one hundred eighty (180) days after completion of shipment.
- Credit is subject to acceptance by the Ovivo Credit Department.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

If Purchaser requests or causes cancellation, suspension or delay of Ovivo's work, Purchaser shall accept transfer of title and pay Ovivo all appropriate charges incurred up to date of such event plus Ovivo's overhead and reasonable profit. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work shall be borne solely by Purchaser. Full payment for all work shall be due and payable thirty (30) days from the date work is placed into storage.

PRICE ESCALATION

If the above indicated order date is exceeded, prices and shipping dates are subject to review and adjustment. Should shipment dates be exceeded because of actions of parties other than by Ovivo, escalation of the selling prices at the rate of 1.5% per month for each month or partial month of delay will be applied. This escalation will be applied only if shipment is delayed by actions of parties other than by Ovivo.

TAXES

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

BONDS

Any performance and/or payment bond agreed to be provided by Ovivo will extend to supply of equipment and services for a period not to exceed the first twenty four (24) months of the service or warranty period, and for a value not to exceed the total price of this Proposal.

BACKCHARGES

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

****PURCHASE ORDER SUBMISSION****

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address:

Attn: Order Entry Administrator
Ovivo USA, LLC
4246 Riverboat Road, Suite 300
Salt Lake City, Utah 84123

Fax #: 801-931-3080
Tel. #: 801-931-3000

GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

MANUALS

The content of any and all installation, operation and maintenance or other manuals or documents pertaining to the Products are copyrighted and shall not be modified without the express prior written consent of Ovivo. Ovivo disclaims any liability for claims resulting from unauthorized modifications to any such manuals or other documents provided by Ovivo in connection with the Project.

WARRANTY AND CONDITIONS

Ovivo standard Terms and Conditions of Sale is attached and made an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.

CONFIDENTIALITY

This document is not to be reproduced or submitted to any third party without the written consent of Ovivo.

This document contains, or Ovivo may have previously disclosed to Purchaser, certain technical and business information of Ovivo and/or Ovivo's affiliated entities, including certain copyrighted material, which is considered to be confidential. Such information, hereinafter referred to individually and collectively as the "Information", may include, without limitation, ideas, concepts, development plans for new or improved products or processes, data, formulae, techniques, flow sheets, designs, sketches, know-how, photographs, plans, drawings (regardless of what name, if any, is stated on the title block), specifications, samples, test specimens, reports, customer lists, price lists, findings, studies, computer programs and technical documentation, trade secrets, diagrams, and inventions, notes, and all information pertaining thereto and/or developed there from. This Information is disclosed in good faith solely for the purposes of our proposal, and in addition on the understanding that its confidentiality will be properly maintained and safeguarded.

Neither this proposal, the Information nor any part thereof may be copied, reproduced or used for any purpose other than that for which it is disclosed by Ovivo. Except as reasonably necessary for the evaluation of this proposal, no part thereof may be disclosed to any other person, without Ovivo's prior consent in writing.

Ovivo will retain the rights to any intellectual property rights ("IPR") related to the Products. Ovivo will grant a non-exclusive royalty free license to use the IPR for the sole purposes of operating and maintaining the equipment supplied by Ovivo.

The duties, obligations, restrictions, and responsibilities described hereinabove shall apply to the Purchaser, their agents, affiliates, and all related parties regardless of whether any transaction occurs between Ovivo and Purchaser, and shall survive termination, cancellation, and expiration of any transaction between Ovivo and Purchaser.

In the event of a breach of the terms herein, Ovivo maintains the right to seek any and all remedies and damages available to it, including but not limited to the amount, including interest, by which Purchaser profited from the breach, any gains made by Purchaser or any third party who received Information from Purchaser, compensation for all Ovivo loss or injury, and the value of Ovivo's expectation created by the promise of Purchaser. The parties agree Ovivo would suffer irreparable harm in the event of any breach of these terms, and therefore Ovivo shall be entitled to any and all injunctive relief available.

Very truly yours,

Ovivo USA, LLC

Attachment:

Ovivo USA, LLC General Terms and Conditions



Worldwide Experts in Water Treatment

Terms & Conditions of Sale

1. ACCEPTANCE. The proposal of Ovivo USA, LLC ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all prior solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER'S expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced.

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER's legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER's rights relating to a breach or threatened breach of the payment terms by PURCHASER.

5. TAXES. Unless otherwise specifically provided in SELLER's quotation/proposal; PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER'S account.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from shipment. If any of SELLER'S Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER'S job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER'S prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER'S estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER'S estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER'S design, SELLER'S liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER'S quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

7. CONFIDENTIAL INFORMATION. All nonpublic information and data furnished to PURCHASER hereunder, including but not limited to price, size, type and design of the Products is the sole property of SELLER and submitted for PURCHASER'S own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER'S prior written consent.

8. PAINTING. The Products shall be painted in accordance with SELLER'S standard practice, and purchased items such as motors, controls, speed reducers, pumps, etc., will be painted in accordance with manufacturers' standard practices, unless otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests approval of drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER'S equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in pdf, jpg or tif format only.

10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be set off or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

11. SOFTWARE. PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

12. PATENT INDEMNITY. SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER'S Product hereunder in and of itself constitutes an infringement of any valid apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products.

13. GENERAL INDEMNITY. Subject to the rights, obligations and limitations of liabilities of the parties set forth in this Agreement, PURCHASER shall protect and indemnify SELLER, its ultimate parent, its ultimate parent's subsidiaries and each of their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by any entity to the extent of PURCHASER'S negligence or willful misconduct in connection with this Agreement.

14. DEFAULT, TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

15. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

16. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

17. INSPECTION. PURCHASER is entitled to make reasonable inspection of Products at SELLER'S facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

18. WAIVER. Any failure by SELLER to enforce PURCHASER'S strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

19. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to, that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER'S written request and expense.

20. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, by reason of Force Majeure to carry out any of its obligations hereunder, then on SELLER'S notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER'S subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER'S action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule.

21. INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

22. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

23. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

24. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of the SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

25. LIMITATION ON LIABILITY, TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE COST OF CORRECTING ANY DEFECTS, OR IN THE ABSENCE OF ANY DEFECT, IN EXCESS OF THE VALUE OF THE PRODUCTS SOLD HEREUNDER. NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

**THE VILLAGES COMMUNITY
DEVELOPMENT DISTRICT
LITTLE SUMTER SERVICE AREA (LSSA) WWTP**

PREPARED FOR

The Villages Community Development District

AREA REPRESENTATIVE

TSC-Jacobs, North
John Verscharen
johntscjn@verizon.net

PREPARED BY

Daniel Kirby
Phone (801) 931-3000
Fax (801) 931-3080
daniel.kirby@ovivowater.com

Ovivo USA, LLC
4246 Riverboat Road – Suite 300
Salt Lake City, Utah 84123-2583

DATE: February 20, 2019

TO: The Villages Community Development District
Little Sumter Service Area (LSSA) WWTP

Ovivo USA, LLC is pleased to submit a proposal for the following equipment (the "Products") on the project indicated above (the "Project"). This proposal, either in its original form or in its "as sold" format, constitutes Ovivo's contractual offer of goods and services in connection with the Project. Please contact Ovivo's sales representative in your area for any questions or comments you may have in connection with this proposal. The address is:

TSC-Jacobs, North
24156 SR 54
Suite 3
Lutz, FL 33549

Attention: John Verscharen
Telephone: 813-242-2660
Facsimile: 813-242-2597
Email: johntscjn@verizon.net

BID PRICING

ITEM	EQUIPMENT	ESTIMATED SHIP DATE*	PRICE
I	Carrousel® System Equipment including Mechanical/Electrical Installation	*	\$ 485,200
	<u>Additional Adders</u>		
A	Power Cable and Local Disconnect Switch Upgrade	*	\$23,900
B	Two (2) Analyzers/DO probes With Installation	*	\$21,700
C	Control System Logic Upgrade	*	\$13,300

DELIVERY

*Ovivo will submit drawings for approval within **four (4) weeks** after Purchaser's receipt of Ovivo's written acknowledgement of an approved purchase order. Ovivo intends to ship all Products **twenty-eight (28) weeks** after receipt of approved drawings from Purchaser. Ovivo intends to complete installation within **thirty-two (32) weeks** after receipt of approved drawings from purchaser.

GENERAL NOTES

The dates of drawing submission and shipment of the Products represents Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

ITEM I - CARROUSEL® SYSTEM EQUIPMENT

Ovivo proposes to furnish:

- Two (2) 60 horsepower Excell® Aerator II's
- Mechanical Installation

All mechanism(s) are for installation in the Carousel System basins. The design of the proposed mechanisms is based upon Ovivo's standard engineering practices and details which meet the intent of the project specifications.

AERATORS

ITEMS INCLUDED per Aerator:

- One (1) 60 horsepower motor including:
 - 460 Volt, 3 phase, 60 hertz duty.
 - TEFC, totally enclosed fan cooled.
 - VFD duty rated.
 - Mill and chemical duty preparation.
 - Nominal 1800 rpm output.
 - 1.15 service factor on sine wave power and 1.0 service factor on inverter duty.
 - Class F insulation.
 - Motor thermal protection device.
 - Motor space heater.
 - Premium efficiency.
- One (1) gearbox including:
 - 2.5 service factor (minimum).
 - Independent lower bearing.
 - Oil drain.
 - Mechanical oil pump.
 - Dip Stick.
 - Low oil Pressure switch.
- One (1) 60hp, 6 Pulse VFD(s), including:
 - Wall Mounted.
 - Door Disconnect.
 - Molded Case Circuit Breaker.
 - Input Filter.
 - Control Power Transformer.
 - Digital Operator Interface Module with LCD digital display.
 - Ethernet Option Board.
 - 30mm Operators (as required).
- One (1) high speed flexible coupling.
- One (1) low speed coupling (cast iron).
- One (1) surface aerator impeller and shaft (A36).
- One (1) submerged radial pumping turbine and shaft (A36).
- One (1) partition wall extension plate (stainless steel).
- One (1) velocity enhancing baffle (A36).
- Mounting plate/bars (A36).
- Assembly bolts (A325).

- Nameplate (stainless steel).
- Painting as noted in the SURFACE PREPARATION AND PAINTING segment of this proposal.
- Operation and Maintenance manuals.
- Service as noted in the FIELD SERVICE segment of this proposal.
- Freight, FCA factory, freight allowed.

ADDITIONAL ITEMS INCLUDED:

- Spare parts included:
 - One (1) Reducer low oil cut-out switch.
 - One (1) Reducer high speed coupling.

WEIGHTS:

APPROXIMATE TOTAL WEIGHT OF ONE (1) MECHANISM: 4,284 LBS.

APPROXIMATE WEIGHT OF HEAVIEST SINGLE COMPONENT: 2,274 LBS.

MECHANICAL / ELECTRICAL INSTALLATION

ITEMS INCLUDED:

- Disconnect, dismantle and remove (2) existing aerators from Oxidation Ditch #1
- Install (2) new aerators, velocity enhancing baffles, and partition wall extensions.
- Install (2) new 60 hp variable frequency drives (VFDs) in the same location of existing VFDs
- Painting as noted in the SURFACE PREPARATION AND PAINTING segment of this proposal.
- All equipment needed to hoist the removed equipment and install the new equipment is included.
- Normal hours of operation Mon – Fri, 40 hour work week.
- Use & access with lull and crane in & around structures will be required.

OPTIONAL ITEM A –

Our initial analysis indicates that the exiting power cable (#3) is adequate for the new 60 HP aerators. If, upon field inspection, determining actual cable runs, and consultation with the District, it is required to change the power cable to a larger size within the existing conduit, this adder applies.

OPTIONAL ITEM B-

Our understanding is that the District has two functioning dissolved oxygen probes and analyzers in the basin. If it is desired to replace these, install them with the currently available local 120 V power source and connect them to current instrument cable, this adder applies.

OPTIONAL ITEM C-

It is our understanding that the District has sufficient DO control via their SCADA system. If the District would like Ovivo to program their control logic to upgrade the DO control system for tighter control, this adder applies. The adder is based on 30 hours of preparatory off site programming time, three days on site to install and test the program on the existing plant SCADA system, and access to a remote connection is provided by the District for troubleshooting and optimization.

ITEMS NOT INCLUDED WITH CARROUSEL SYSTEM (But not limited to the following):

- Dewatering, grit removal, and all cleaning of Oxidation Ditch #1. To perform the scope of work described above, the equipment and walls shall be sufficiently cleaned in the work area.
- Vibration analysis, Velocity, and Oxygen Transfer testing.
- Motor control centers (MCC).
- Bypass with across the line starter (internal), Output Load Reactor, dV/dT Filter.
- Power Factor Correction Capacitors (PFCC).
- External Wiring and Conduit (except as noted)
- Harmonic Testing.
- Starters, Pushbutton, local stations.
- Panel mounting components.
- Field wiring / installation (except as noted)
- Bridges, walkways, stairs, ladders, and hand railing.
- Mist shields or curtains.
- Slide gates, sluice gates, or weirs.
- Conformal Coatings.
- Oils/Lubricants.
- Permits, fees, samples, testing.
- Liquidated damages.
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FIELD SERVICE

Our proposal includes the service of a qualified service engineer for the following:

- Four (4) Days / Two (2) Trips at the site to assist in adjusting, servicing, and checking out these mechanisms, and in training the operators in maintenance, troubleshooting, and repair of the equipment.
- Additional service days can be purchased at the current rate.

SURFACE PREPARATION AND PAINT

Submerged and non-submerged fabricated steel shall be shop-cleaned per SSPC-SP-10 and shop primed 1 coat 3.0 to 5.0 Mils D.F.T, 1 intermediate coat 3.0 to 5.0 Mils D.F.T, 1 top coat 3.0 to 5.0 Mils D.F.T Finish paint. Except stainless steel will not receive a coating.

Motors and gear reducers shall receive manufactures standard surface preparation. Shop priming

and painting shall consist of a high quality coating that is specifically resistant to chemical, solvent, salt water, and acid environmental conditions.

ADDITIONAL FIELD SERVICE

When included and noted in the Product pricing of each proposal item, Ovivo will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each proposal item for the number of eight (8) hour days. Notwithstanding Ovivo's performance of the above-referenced services, Ovivo shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Ovivo's scope of work.

If additional service is required, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Purchaser/Owner not be ready when the Field Service Engineer is requested or if additional service is requested, the Ovivo current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

SURFACE PREPARATION AND PAINTING GENERAL INFORMATION

If painting the Products is included under Ovivo's scope of work, such Products shall be painted in accordance with Ovivo's standard practice. Shop primer paint is intended to serve only as minimal protective finish. Ovivo will not be responsible for condition of primed or finished painted surfaces after equipment leaves its shops. Purchasers are invited to inspect painting in our shops for proper preparation and application prior to shipment. Ovivo assumes no responsibility for field service preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism erection.

Clarifier motors, gear motors and center drives shall be cleaned and painted with manufacturer's standard primer paint only.

It is our intention to ship major steel components as soon as fabricated, often before drives, motors and other manufactured components. Unless you can insure that shop primed steel shall be field painted within thirty (30) days after arrival at the jobsite, we encourage you to purchase these components in the bare metal (no surface prep or primer) condition.

Ovivo cannot accept responsibility for rusting or deterioration of shop applied prime coatings on delivered equipment if the primed surfaces have not been field painted within thirty (30) days of arrival at the jobsite using manufacturers' standard primers. Other primers may have less durability.

PRICING TERMS

The prices quoted are based upon Purchaser's acceptance of this proposal, through the submission of a purchase order or other written acceptance, being placed no later than 30 days after date of this proposal. After expiration of the pricing effectivity period, prices will be subject to review and adjustment. Prices quoted are FCA surface point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

PAYMENT TERMS

Payment terms are:

- Twenty percent (20%) net cash after submittal.
- Seventy percent (75%) net cash upon shipment of major Product items.
- Ten percent (5%) upon the earlier of (a) Product startup and (b) one hundred eighty (180) days after completion of shipment.
- Credit is subject to acceptance by the Ovivo Credit Department.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

If Purchaser requests or causes cancellation, suspension or delay of Ovivo's work, Purchaser shall accept transfer of title and pay Ovivo all appropriate charges incurred up to date of such event plus Ovivo's overhead and reasonable profit. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work shall be borne solely by Purchaser. Full payment for all work shall be due and payable thirty (30) days from the date work is placed into storage.

PRICE ESCALATION

If the above indicated order date is exceeded, prices and shipping dates are subject to review and adjustment. Should shipment dates be exceeded because of actions of parties other than by Ovivo, escalation of the selling prices at the rate of 1.5% per month for each month or partial month of delay will be applied. This escalation will be applied only if shipment is delayed by actions of parties other than by Ovivo.

TAXES

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

BONDS

Any performance and/or payment bond agreed to be provided by Ovivo will extend to supply of equipment and services for a period not to exceed the first twenty four (24) months of the service or warranty period, and for a value not to exceed the total price of this Proposal.

BACKCHARGES

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

****PURCHASE ORDER SUBMISSION****

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address:

Attn: Order Entry Administrator
Ovivo USA, LLC
4246 Riverboat Road, Suite 300
Salt Lake City, Utah 84123

Fax #: 801-931-3080
Tel. #: 801-931-3000

GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

MANUALS

The content of any and all installation, operation and maintenance or other manuals or documents pertaining to the Products are copyrighted and shall not be modified without the express prior written consent of Ovivo. Ovivo disclaims any liability for claims resulting from unauthorized modifications to any such manuals or other documents provided by Ovivo in connection with the Project.

WARRANTY AND CONDITIONS

Ovivo standard Terms and Conditions of Sale is attached and made an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.

CONFIDENTIALITY

This document is not to be reproduced or submitted to any third party without the written consent of Ovivo.

This document contains, or Ovivo may have previously disclosed to Purchaser, certain technical and business information of Ovivo and/or Ovivo's affiliated entities, including certain copyrighted material, which is considered to be confidential. Such information, hereinafter referred to individually and collectively as the "Information", may include, without limitation, ideas, concepts, development plans for new or improved products or processes, data, formulae, techniques, flow sheets, designs, sketches, know-how, photographs, plans, drawings (regardless of what name, if any, is stated on the title block), specifications, samples, test specimens, reports, customer lists, price lists, findings, studies, computer programs and technical documentation, trade secrets, diagrams, and inventions, notes, and all information pertaining thereto and/or developed there from. This Information is disclosed in good faith solely for the purposes of our proposal, and in addition on the understanding that its confidentiality will be properly maintained and safeguarded.

Neither this proposal, the Information nor any part thereof may be copied, reproduced or used for any purpose other than that for which it is disclosed by Ovivo. Except as reasonably necessary for the evaluation of this proposal, no part thereof may be disclosed to any other person, without Ovivo's prior consent in writing.

Ovivo will retain the rights to any intellectual property rights ("IPR") related to the Products. Ovivo will grant a non-exclusive royalty free license to use the IPR for the sole purposes of operating and maintaining the equipment supplied by Ovivo.

The duties, obligations, restrictions, and responsibilities described hereinabove shall apply to the Purchaser, their agents, affiliates, and all related parties regardless of whether any transaction occurs between Ovivo and Purchaser, and shall survive termination, cancellation, and expiration of any transaction between Ovivo and Purchaser.

In the event of a breach of the terms herein, Ovivo maintains the right to seek any and all remedies and damages available to it, including but not limited to the amount, including interest, by which Purchaser profited from the breach, any gains made by Purchaser or any third party who received Information from Purchaser, compensation for all Ovivo loss or injury, and the value of Ovivo's expectation created by the promise of Purchaser. The parties agree Ovivo would suffer irreparable harm in the event of any breach of these terms, and therefore Ovivo shall be entitled to any and all injunctive relief available.

Very truly yours,

Ovivo USA, LLC

Attachment:

Ovivo USA, LLC General Terms and Conditions



Worldwide Experts in Water Treatment

Terms & Conditions of Sale

1. ACCEPTANCE. The proposal of **Ovivo USA, LLC** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all prior solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced.

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER's legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER's rights relating to a breach or threatened breach of the payment terms by PURCHASER.

5. TAXES. Unless otherwise specifically provided in SELLER's quotation/proposal, PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER's account.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from shipment. If any of SELLER's Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER's prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER's estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER's estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER's liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER's quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

7. CONFIDENTIAL INFORMATION. All nonpublic information and data furnished to PURCHASER hereunder, including but not limited to price, size, type and design of the Products is the sole property of SELLER and submitted for PURCHASER's own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER's prior written consent.

8. PAINTING. The Products shall be painted in accordance with SELLER's standard practice, and purchased items such as motors, controls, speed reducers, pumps, etc., will be painted in accordance with manufacturers' standard practices, unless otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests approval of drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER's equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in pdf, jpg or tif format only.

10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

11. SOFTWARE. PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

12. PATENT INDEMNITY. SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder in and of itself constitutes an infringement of any valid apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products.

13. GENERAL INDEMNITY. Subject to the rights, obligations and limitations of liabilities of the parties set forth in this Agreement, PURCHASER shall protect and indemnify SELLER, its ultimate parent, its ultimate parent's subsidiaries and each of their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by any entity to the extent of PURCHASER's negligence or willful misconduct in connection with this Agreement.

14. DEFAULT; TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

15. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

16. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

17. INSPECTION. PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

18. WAIVER. Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

19. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to, that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER's written request and expense.

20. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, by reason of Force Majeure to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule.

21. INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

22. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

23. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

24. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of the SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

25. LIMITATION ON LIABILITY. TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE COST OF CORRECTING ANY DEFECTS, OR IN THE ABSENCE OF ANY DEFECT, IN EXCESS OF THE VALUE OF THE PRODUCTS SOLD HEREUNDER. NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

REVISION DATE - APRIL 2016



AGENDA REQUEST

TO: Board of Supervisors
Village Center Community Development District

FROM: Mark LaRock, Purchasing Director

DATE: 4/10/2019

SUBJECT: Request to Approve Updated Purchasing Policies and Procedures

ISSUE:

Request to Approve Updated Purchasing Policies and Procedures.

ANALYSIS/INFORMATION:

The current Purchasing Policies and Procedures were adopted by resolution 08-01 on October 19, 2007 and revised in June 2009. With the many statute updates over the last ten years along with the due diligence to seek Best Practices, the Purchasing Department has created Policies and Procedures that meet the current working needs and functions of the District. These updated Policies and Procedures are now considered to be more in line with other municipalities within the State of Florida.

BUDGET IMPACT:

No Budget Impact

STAFF RECOMMENDATION:

Staff requests approval of Updated Purchasing Policies and Procedures created April 2019. If approved staff requests effective date of May 1, 2019.

MOTION:

Motion to Approve Updated Purchasing Policies and Procedures created April 2019 with effective date of May 1, 2019.

ATTACHMENTS:

Description	Type
❑ Purchasing Policies and Procedures	Exhibit
❑ PowerPoint Presentation	Presentation

The Villages®

Community Development Districts

PURCHASING POLICIES AND PROCEDURES MANUAL

April 2019

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*District Purchasing Policy and Procedures Manual are pursuant with Florida Statutes Chapter 190 and utilize Florida Statutes Chapter 287, Florida Statutes Chapter 255 and Florida Administrative Code as authoritative guidelines.

INTRODUCTION

The Village Community Development Districts recognizes the constitutional and statutory duty to have uniform procedures to ensure ethical and effective procurement of goods and services.

The Village Community Development Districts identified the Purchasing Director as the individual responsible for coordinating the entire Districts' purchasing efforts. The District Manager supports the Purchasing Director in promoting efficiency, economy, and fair and open competition. These efforts reduce the appearance or opportunity for favoritism or impropriety, and inspire public confidence that purchase orders and agreements are awarded equitably. It is essential for effective and ethical procurement to have a system of uniform procedures, utilized by all personnel, that establishes basic guidelines and procedures regulating procurement activities, contract management, and the resulting distribution of funds. The foremost objective of centralized purchasing is to abide by, uphold, and adhere to the Purchasing Policies and Procedures and to guard against the misuse or misinterpretation of the same. Administrative changes or processing procedure portions of this manual may be amended when required by changes in law or minor procedural changes (i.e. flow of documents) with the review and concurrence of the District Manager.

MISSION

The Mission of the Purchasing Division is to provide fair and equitable treatment of all persons involved in public purchasing by the Districts and to provide like commodity and contractual services and procurement policies, rules, procedures and forms for all Departments. Therefore, the Purchasing Division shall provide procurement services to the Districts and Departments at the appropriate quality and quantity in a timely manner and at the least cost to the residents while maintaining a procurement system of quality and integrity.

CODE OF ETHICS AND CONDUCT

Procurement personnel believe in the dignity of the office and the value of the services rendered by their governmental agency. The procurement office strives to maintain high standards of ethics and conduct. Public procurement officials are required to maintain complete independence and impartiality when dealing with vendors, both in fact and in appearance, in order to preserve the integrity of the competitive process and to ensure public confidence that purchase orders and agreements are awarded equitably and economically. Florida Statute Chapter 112, Part III, Code of Ethics for Public Officers and Employees governs ethics and conduct relative to purchasing and is included by reference in the Purchasing Policies and Procedures.

DUTIES AND RESPONSIBILITIES

Purchasing Department

- I. Purchasing is responsible for developing and administering the purchasing program for the Village Community Development Districts.
- II. Purchasing assists District administration, departments and divisions in the procurement of goods and services.
- III. Purchasing, in cooperation with the Finance Department, will strive to take advantage of discounts offered by vendors for orders and the early and prompt payments of invoices.
- IV. Purchasing reviews all purchase requisitions for adherence to policies and procedures, proper accounting, and overall quality of supporting documentation.
- V. Purchasing may serve as a liaison with the Finance Department if needed.

District Departments

- I. District departments are responsible for following the Purchasing Policies and Procedures.
- II. District departments are responsible for determining that sufficient budget funds are available for all expenditures prior to purchase.
- III. District departments are responsible for submission of purchase requisitions, unless exempt from the requisition process as defined in these policies and procedures.
- IV. District departments are responsible for timely review and approval of all invoices prior to submission to Finance for payment.

GENERAL PURCHASING POLICIES

- I. It is the intent of the District to provide all vendors, with the exception of those on the Florida Department of Management Services Convicted Vendor List, per Florida Statute 287.133(3)(d), with a fair and impartial opportunity in which to compete for the District's business.
- II. District Staff shall not issue any payment(s) or agreement(s) to any vendors currently involved in litigation or arbitration with the District until such time as a satisfactory resolution is reached with such vendors; however, the District may, in its sole discretion, award payment(s) or agreement(s) to such vendors.
- III. Payments for purchases made in the current fiscal year must be allocated to the current fiscal year's financial records so long as delivery of the goods or performance of the services is completed prior to October 1 of the following fiscal year.
- IV. Expenditures from funds other than the General Fund may require special processing because of specific legal terms and conditions placed by the funding agency. If applicable, grants often have certain purchasing requirements in addition to the Purchasing Policies and Procedures and they may require special purchasing procedures. It is the responsibility of the department if awarded grant funding to identify and to transmit to Purchasing any special purchasing requirements or provisions for a purchase and to ensure that the requirements are followed.

- V. Acceptance of gifts at any time is prohibited. Employees must remain impartial to all vendors/contractors/suppliers and shall not conclude any District transactions from which they may personally benefit.
- VI. All procurement records shall be retained and disposed of by the District in accordance with the records retention guidelines and schedules established by the State of Florida.
- VII. Except as herein provided, it shall be a violation of the Purchasing Policies and Procedures for any officer, employee, or agent of the District to order the purchase of any goods (materials, supplies, or equipment) or professional or contractual services, or to make any agreement within the purview of these policies and procedures other than through the policies and procedures stated herein. Any purchase order or agreement made contrary to the provisions herein shall not be approved, and the District shall not be bound thereby. Purchases, orders, or agreements that are subdivided to circumvent the Purchasing Policies and Procedures shall be considered unauthorized purchases.

Purchasing Process

- I. Department identifies a need for goods or services;
- II. Department follows the guidelines of these policies and procedures to enter a requisition;
- III. Authorized District Staff reviews and approves the requisition;
- IV. Purchasing Department issues a purchase order;
- V. Department or Purchasing places the order with the selected vendor;
- VI. Department receives goods/services and invoice;
- VII. Department verifies invoice, processes and submits invoice to Accounts Payable;
- VIII. Accounts Payable audits the invoice prior to processing payment;
- IX. Finance Department issues a payment to the vendor for the goods/services provided.

PURCHASING REQUISITIONS

Requisitions are required for all purchases unless the procurement of goods or services is exempt according to the Requisition Exemption List in these policies and procedures. See the **General Requisition Procedures Section** of these policies and procedures for details on how to submit a requisition. Requisitions should be prepared far enough in advance to provide sufficient time for approvals and delivery of goods or services.

Authorization and Documentation Requirements

Thresholds and quote amounts will be monitored by Purchasing.

Levels	Authorized Approvers	Documentation Requirements
Category 1 \$4,999.99 or less - P-card or PO (if needed)	Department Director, Finance & Purchasing Director	Although quotes are not required, they are encouraged
Category 2 \$5,000 and less than \$24,999.99 - PO required	Department Director, Finance & Purchasing Director	Three quotes are required; can use online pricing & catalogs
Category 3 \$25,000 and less than \$49,999.99 (within one fiscal year) -PO required	Department Director, Finance, Purchasing Director & District Manager or Assistant District Manager	Three written quotes required; specification package submitted to Purchasing to obtain quotes
Category 4 \$50,000 and over - Agreement & PO required	Department Director, Finance, Budget, Purchasing Director, District Manager or Assistant District Manager & Board	Competitive formal solicitation procedures are required

If the Purchasing Department or any Department foresees a need for products or services of a like or similar nature costing more than \$50,000 in aggregate within a fiscal year, it may recommend competitive sealed bidding, even though the products and services individually may be under the \$50,000 bid threshold.

When previous experience indicated a reasonable expectation that combined requirements from all Departments for a commodity or service will exceed the bid threshold within a fiscal year, the Purchasing Department may solicit requirements from all users of this commodity or service, arrange for specifications and bid documents to be developed and arrange for competitive sealed bidding.

Authorization and Documentation Exceptions

Emergency Purchases - In an emergency, authorization to contract in excess of \$49,999.99 is granted to the District Manager with the provision that it will be brought to the attention of the Board at their next regularly scheduled meeting for “after-the-fact” approval. This authority will be capped at \$200,000; any requirements above that level will be considered by the Board at a special called meeting or regular meeting.

Quote and Bidding Exemptions - Sole source purchases, purchases of standardized equipment, and purchases of goods for product testing are exempt from the three-quote requirement and competitive bidding requirements, provided the purchases have been pre-approved by the Purchasing Director or District Manager. See each respective section within these policies and procedures for details.

Requisition Exemption List

There are certain expenditures for which the processing of a requisition is unnecessary. The following payments should be made without a requisition:

- I. Pre-approved District employees' reimbursements, such as travel, and tuition reimbursements;
- II. Employee expenses such as conference registrations, conference fees, and membership dues;
- III. Monthly recurring utility and communication bills;
- IV. Interdepartmental billing such as worker's compensation premiums and other insurance premiums;
- V. Purchases made during the period of a declared emergency;
- VI. Purchases made using a purchasing card (except for capital asset items) or fleet fuel card;
- VII. Bulk fuel;
- VIII. Legal advertising;
- IX. FedEx and/or UPS invoices;
- X. Refunds;
- XI. Reimbursements to residents serving on District boards;
- XII. Recurring monthly intergovernmental disbursements.

Purchase Requisition Procedures

The following procedures apply to all requisitions, including requisitions for standing/open purchase orders. For additional details and requirements for standing/open purchase orders, see the Standing/Open Purchase Order Section within these policies and procedures.

To submit a requisition, the Requesting Department should:

- I. Obtain quotes (including shipping) within the approved thresholds. Ensure tax is not included in the quoted price (see the **Tax Exemption Information Section** of these policies and procedures for details).
 - a. Due diligence to obtain the best price is required no matter the purchase price. If quotes are not obtainable due to lack of vendor interest/response, please state the reason on the requisition in the **Reason for Purchase/Special Instructions Section**. Competitive formal solicitation procedures could be required if the service agreement has the potential to exceed \$49,999.99 over the life of the agreement. Refer to "Authorization and Documentation Requirements" above for requirements for quotes/solicitations.
- II. Begin a requisition by accessing the Purchase Requisition Form found on the G-Drive.
- III. Enter the appropriate expense account, ensuring that funds are available for the purchase. If funds are not available contact the Budget Director as a Budget Transfer and/or Amendment may be required.
- IV. Enter the appropriate vendor, after ensuring the vendor is active in the financial system and has met all vendor requirements.
- V. Enter the justification for the purchase and the description, price, and quantity of the item(s).

- VI. Attach the following supporting backup documentation (i.e. quotes) to the requisition to assist in the approval process:
- a. Three written quotes based on the thresholds (if required);
 - b. Agreement's current pricing exhibit (if applicable);
 - c. Preapproval sole source/single standardization purchase request form, standardized equipment, approval (if applicable);
 - d. Emergency purchase (include justification on the purchase request form);
 - e. **Letter of explanation (any work done prior to a requisition will be rejected unless it is submitted with written pre-approval by District Manager).**
- VII. Identify the following in the "Reason for Purchase/Special Instructions" section:
- a. Desired "Deliver By" date;
 - b. Board approval date and terms of the agreement (if applicable)
 - c. Justification for the request if the purchase is not a budgeted item.
 - d. Agreement Number (if applicable).
- VIII. Submit the requisition for approvals.

PURCHASE ORDERS

After the approval of a requisition, and if all backup requirements are met, the Purchasing Department will issue a purchase order. Once the purchase order has been issued, the department may place the order. Orders requiring a Purchase Order should not be placed until the Purchase Order is issued.

Standing/Open Purchase Orders

Reoccurring purchases from the same vendor, which are easily predicted and measurable based on historical trending, may qualify for a standing/open purchase order. Standing/Open purchase orders should be used in instances when there is a continuing need for small dollar goods or services and where it is not practical to establish a continuing agreement for the good or service.

Standing/Open purchase orders must go through the general requisition procedures as stated in these policies and procedures. Standing/Open purchase orders will **not** exceed \$49,999.99 in a fiscal year and will require three written quotes from vendors known to provide the services/items needed. Quotes should be solicited on the most common items which will be purchased with the standing/open purchase order. If the standing/open purchase order is expected to exceed \$49,999.99 in a fiscal year, a competitive formal solicitation request must be completed. **See Formal Solicitation Section**

Once a standing/open purchase order has been issued, normal invoice procedures will apply. Standing/open purchase orders will be closed at the end of each fiscal year. Departments will be required to submit a new request for a standing/open purchase order at the beginning of each fiscal year if it is needed.

PURCHASE ORDER CHANGE ORDER

A change to a purchase order requires a purchase order change order if a change is necessary to correct errors, omissions, discrepancies and/or to make monetary increases. Purchase order change orders shall not be used to avoid ANY standard purchasing procedures established within the Purchasing Policies and Procedures.

A purchase order change order **is not** necessary when making a decrease to a purchase order; however, a change order is required when cancelling a purchase order completely.

Agreement Change Orders to a Formal Solicitation

An agreement change order is necessary to correct errors, omissions, discrepancies, and/or to make monetary changes to an approved agreement. The agreement change order shall come from the Department that is responsible for managing the agreement. All agreement change orders must be presented to and approved by the District Board. Additional work performed under an agreement shall require an agreement change order to the original purchase order. For additional work requiring a change order the District Manager or designee has the authority to make the decision to continue work on the project prior to the change order being approved by the Board.

Purchase Order Change Order (PO/CO) Authorization Process

Requesting Department completes the Purchase Order Change Order Request Form and sends form for approval(s). Follow the purchase order change order process below:

Levels	Authorized Approvers	Category Requirements	Required Documentation
Category 1 Non-monetary change	Department Director, Finance & Purchasing Director	Only changing an account number, or location address, no matter the dollar amount	A completed Change Order Form with all supporting documentation
Category 2 Monetary change is less than \$24,999.99	Department Director, Finance & Purchasing Director	Any non-contractual PO/CO if the PO/CO does not cause the total purchase price (original purchase order plus all change orders) to exceed \$24,999.99	A completed Change Order Form with all supporting documentation
Category 3 Monetary change is between \$25,000 and less than \$49,999.99 (within one fiscal year)	Department Director, Finance, Purchasing Director & District Manager or Assistant District Manager	Non-contractual PO/CO if the PO/CO does not cause the total purchase price (original PO plus all COs) to exceed \$49,999.99	A completed Change Order Form with all supporting documentation
Category 4 Monetary change orders for contractual purchases from a formal solicitation <u>less</u> than 15% or \$25,000	Department Director, Finance, Purchasing Director & District Manager or Assistant District Manager	Formally Solicited Contractual Purchase Order that previously required Board approval	A completed Change Order Form with all supporting documentation
Category 5 Monetary change orders for contractual purchases from a formal solicitation in <u>excess</u> of 15% or \$25,000**	Category 4 Approvers & Board Chairperson or Vice Chair in their absence	Formally Solicited Contractual Purchase Order that previously required Board approval	A completed Change Order Form with all supporting documentation

**All expenditures in excess of 15% or \$25,000, whichever is higher, must be approved by the Board in advance of incurring such expense; however, in the case of an emergency expenditure affecting the health, safety or welfare of the District, its residents, or landowners, such expenditures must be approved in advance by the District Manager or Assistant District Manager and presented at the next Board meeting.

PURCHASING CARDS

Purpose

The purchasing card (P-card) program allows authorized cardholders to purchase authorized goods and services directly from vendors through the Purchasing Card System. Each purchasing card is issued in the names of the cardholder and the District. The Purchasing Department and the Finance Department are responsible for administration and oversight of this program. Cardholders are responsible for maintaining the purchasing card in their possession and adhering to the District Purchasing card's policies and procedures. A Purchasing Card's User's Guide is available online and will be given to each **Purchasing Card Holder. Purchasing will administer mandatory training to all users.** Department Directors are responsible for monitoring the purchasing card purchases of their employees. Controls have been developed for the Purchasing Card to ensure that the card is used only for specific purchases and within specific dollar limits.

- I. Ensure that purchases made with the Purchasing Card are in accordance with the Purchasing Policies and Procedures.
- II. Establish internal controls within each department to ensure that the Purchasing Card is used for authorized purposes only.
- III. Provide an efficient supplement to the District's purchasing system.

The purchasing card is **not** to be used to circumvent **any** purchasing procedures established within the Purchasing Policies and Procedures. The purchasing card is to be used for any purchase of \$5,000 or less and when a vendor will not otherwise invoice the District. If a vendor will not otherwise invoice the District, then such payment requests must receive approval from the Purchasing Director prior to purchase.

With prior written approval from the Purchasing Director, capital outlay items may be purchased utilizing the purchasing card. Such purchases will be followed with a Purchase Requisition Form within three (3) days of purchase. Additional information on the form will include the project name, project number (if applicable), location, cardholder's name and reason why it was purchased via purchasing card. A copy of the Purchasing Director's prior written approval shall be attached.

Purchasing Card Transaction Limits

The single dollar limit shall not exceed \$5,000 per transaction unless specifically approved by the District Manager. The Purchasing Director may temporarily increase a single transaction limit by up to \$1,500 if necessary via electronic request. In the event a permanent limit increase is necessary, the Department Director must submit the completed Purchasing Card Maintenance Form to the Purchasing Director. In special circumstances, verbal approval may be given by the District Manager. If verbal approval is given, the requesting Director must complete the Purchasing Card Maintenance Form after the purchase is completed. The approved Purchasing Card Maintenance Form must be attached to the Purchasing Card Expenditure Report and submitted to Accounts Payables for review along with the monthly statement.

Purchasing Card Monthly Reconciliation Process

To ensure prompt and proper payment of receipts/invoices, the following procedures should be strictly adhered to, noting that timeliness and completeness are of utmost importance to the success of the process. Once receipts and invoices have been reconciled and attached to the weekly Purchasing Card Expenditure Report, they must be submitted to the Accounts Payable Department. Cardholders must obtain the appropriate authorization from their Supervisor on the monthly statement and on the weekly Purchasing Card Expenditure Report before forwarding to Accounts Payable.

PURCHASE REQUIREMENTS FOR INFORMATION TECHNOLOGY SERVICES

All hardware, peripherals and software must be approved by the District's IT Coordinator or designee during the annual budget process prior to purchase or installation. This also includes online downloads of software.

- I. A written request for a quote, listing all specifications, must be submitted to the District's Information Technology Coordinator by the Requesting Department. The IT Coordinator will be responsible for providing pricing options available to the Requesting Department in concurrence with the Purchasing Policies and Procedures.

PURCHASE REQUIREMENTS FOR SOLE SOURCE & SINGLE SOURCE STANDARDIZED PURCHASES

It is the policy of the Villages Community Development Districts to purchase goods and services using full and open competition. However, there may be times when it is in the best interest of the District to purchase from a sole source or single source standardization. These approved purchases allow Requesting Departments to purchase goods without a competitive solicitation or quotes. Pre-approval must be obtained from the Purchasing Director prior to entering a requisition for these purchases. A sole source/single source standardization purchase is a waiver of the competitive requirements at all threshold levels.

Sole Source Purchase

A sole source is the only existing source of the item(s) that meet the need(s) of the Requesting Department as determined by a thorough analysis of the marketplace addressing all options. A request for a proprietary item does not justify sole source procurement if there is more than one potential vendor for the item. A Sole Source Purchase is defined as being non-competitive in price or availability, legally and reasonably purchased from only one source. Sole Source purchases require justification from the Requesting Department to Purchasing. Reasonable justification may include:

- I. The item is the only manufactured part or piece of equipment that will operate with a present component system, (OEM). However, there may be resellers.
- II. The item or service retains a copyright or patent and is only available from one manufacturer or developer. (Letter from manufacturer required, patent number)
- III. Investigation has shown that there is no other like item available that performs the same function.(Research required evidencing like brands)
- IV. The service being performed is only available from one source as a result of agreement, licensing requirements, warranty agreements. (Brand names **do not** constitute as a sole source)
- V. The sole source specification has been recommended by the architect or engineer of record, when appropriate.
- VI. Other reasons requiring extensive justification.

Single Source Standardization Purchase

A Single Source Standardization Purchase differs from a sole source purchase in that there may be multiple sources but in order to meet certain functional or performance requirements (repair parts matching existing equipment or materials) there is only one economically feasible source for that purchase. A manufacturer may have designated exclusive territorial sales boundaries for its distributors. In this case, a letter from the manufacturer is required. A single source standardization purchase also may be a “best value” purchase after exhaustive research has proven that to use another brand or service would not be reasonable since the use of the part or service would cause undue hardship or modification to a present system or process which would potentially increase the overall cost to the District.

A Single Source Standardization of equipment allows the District to capitalize on purchasing economies and/or other benefits such as maintenance efficiency, spare parts consolidation, and interchangeability, etc., when the same type of equipment or goods are purchased consistently. Examples include firefighting bunker gear, breathing apparatus, firefighting equipment, vehicles, etc., for interchangeability and use by all fire departments. Other examples could include radio equipment, telephone equipment, etc. for interchangeability, cross use, and maintenance.

Process for Sole Source/Single Source Standardization Request and Justification

- I. The Requesting Department prepares a Sole Source/Single Source Standardized Request & Justification Form
 - a. **Sole Source Purchases:** a written statement/memo that a search for an alternative source was made and justification as to why the source selected is the only acceptable vendor fitting the need(s). The Sole Source/Single Source Standardized Request & Justification Form and the memo must be forwarded to the Purchasing Director for review.
 - b. **Single Source Standardized Purchases:** a written justification for the request. Justification could be based on issues such as, but not limited to, purchase economies, safety considerations, training, and/or maintenance economies. The Sole Source/Single Source Standardized Request & Justification Form must be forwarded to the Purchasing Director for review.
- II. Purchasing Director reviews the request and approves/denies the request and provides the findings to the District Manager to approve/deny. The Purchasing Director will notify the Requesting Department when the request is approved or denied.
- III. If approved by Purchasing Director and District Manager, Purchasing will electronically post a description of the desired purchase for a period of seven (7) business days, in accordance with Florida State Statute 287-057(5)(c).
 - a. This provides the opportunity for other vendors who may be able to offer a similar product or service to propose their product or service for review.
- IV. After seven (7) business days, the Requesting Department submits to Purchasing the following:
 - a. Purchase requisition (following the same process outlined in the **PURCHASE REQUISITIONS Authorization and Documentation Requirements Section**);
 - b. Approved Sole Source/Single Source Standardized Request & Justification Form including applicable documentation.
- V. If sole source/single source standardization is rejected, the normal requisition process and documentation requirements will apply.

NOTE:

- Requesting Department (with assistance of purchasing) may conduct negotiations with a sole source supplier for price, delivery, terms, and conditions. All such negotiations will require supporting documentation.
- An approved sole source determination will be valid for subsequent purchases of the same supply or service for one year from the original approval date. After expiration of the determination, the Requesting Department must repeat the above procedures as market conditions may have changed and more competition is available. If so, the item may need to be bid or documentation from the manufacturer or publisher, or copyright should be updated.
- A record of sole source/single source standardization approvals shall be retained by the Purchasing Department.
- These are not emergency purchases. Planned buying should always be a priority so that emergency expenditures are not necessary.

PIGGYBACK AGREEMENTS

As a governmental entity, the District has the ability to gain an economy of scale advantage and utilize agreements that have been formally solicited by another governmental entity.

Piggyback Procedures

This method of providing additional purchasing options is common practice in the public purchasing community and offers significant benefits. The use of comparable purchasing agreements allows the District to “piggyback” on other governmental agreements, thereby providing favorable pricing and reducing costs associated with preparing specifications and issuing formal solicitations.

To “piggyback” is a procedure of procuring goods or services without formal bid procedures by utilizing other public entity’s currently active, formally solicited and awarded agreement(s). The “Piggyback” Agreement will be in accordance with all the terms and conditions, unit prices, time frames, and other criteria as is included in the other public entity’s formal solicitation. Changes to terms, conditions and other criteria are not permitted.

End User Department representative (with assistance of purchasing) will contact other governmental agency to determine if commodities and/or services conform to what is required by District and use of “Piggyback” Agreement is permissible. Vendor(s) under an agreement will then be contacted to ensure they agree to be bound by District “Piggyback” Agreement

The following items are required to be part of the procurement package prior to presenting “Piggyback” Agreement to the District Board(s) for approval:

- I. A full copy of the entities formal solicitation including all addendums
- II. Vendor’s price sheet
- III. Public Agency’s authorization on letterhead or via email verifying the integrity of the agreement in which the District is wishing to “piggyback”
- IV. Vendor’s authorization on letterhead or via email to identify permission and offering to honor the same prices, under the same terms and conditions as indicated in the formal solicitation to the District;
- V. Vendor and Public Agency’s executed agreement;
- VI. Vendor’s E-Verify compliance;
- VII. Vendor’s compliance of District insurance requirements;
- VIII. Create a “Piggyback” Agreement utilizing the Public Agency/Vendor Agreement and acquire Vendor’s signature of approval
- IX. Upon obtaining all the above documentation, Purchasing will create an agenda item and present to the applicable District Board for approval

Age Intended Agreement to be Piggybacked

If the agreement to be piggybacked has remaining terms, beyond the current term, District may piggyback on that agreement, at its discretion, or the full remaining term(s), including renewals and extensions. Weighing time and necessity of goods or services against schedule of critical needed for those goods or services. Department Director along with Purchasing Director will make case by case assessment and present request to District Manager for approval of any short term piggyback agreements.

NOTE:

Once a Board approves a “Piggyback” Agreement and the funds are in an approved budget, then said Board **does not** need to approve each purchase that exceeds the formal solicitation threshold.

“Piggybacking” is not permissible on the following:

- Federally funded projects administered through the Local Agency Program (LAP) or Federal Emergency Management Administration (FEMA.)
- Sole Source/Single Source/Standardization Agreements.
- Expired Agreements

UTILIZATION OF COOPERATIVE/CONSORTIUM AGREEMENTS

Similar to “Piggybacking” agreements, the District has the ability to utilize an active agreement from another agency that has been formally solicited by a Cooperative/Consortium in which the District is an active member. A Cooperative/Consortium is an association of two or more individuals, companies, organizations or governments with the objective of participating in a common activity or pooling their resources for achieving a common goal. Cooperative/Consortium procurement agreements are usually based on the combined requirements of multiple organizations. It is a best practice to consider the use of Cooperative/Consortium procurement agreements, on a case-by-case basis, and only after proper due diligence has been performed.

By utilizing a Cooperative/Consortium agreement, the District has the ability to gain an economy of scale advantage, lower administrative costs, obtain higher quality products/services, standardize products, increase competition, and obtain more favorable terms and conditions. Prior to using a Cooperative/Consortium agreement, attention should be given to ensuring legal compliance, open competition, and effective/efficient use of time and resources. Dependent on need, proper procedures and protocol for utilization of a Cooperative/Consortium agreement will be based on thresholds for approvals by the Purchasing Director, District Manager or the appropriate Board. If Board approval is required, appropriate agreement and agenda item will be created and presented to the Board.

Authorized Purchasing Cooperatives/Consortiums for use by the District may include; but not limited to, the following:

- National Cooperative Purchasing Alliance (NCPA)
- National IPA-The Cooperative Purchasing Network (TCPN),
- Sourcewell (Formerly NJPA)
- The Interlocal Purchasing System (TIPS)
- The Florida Sheriffs Association
- Florida Department of Management Services (Division of State Purchasing)
- GSA Cooperative Purchasing Program
- U.S. Communities
- Other State Agreements

Conducting Due Diligence

Prior to making the decision to use a Cooperative/Consortium agreement, procurement should conduct extensive due diligence by following this checklist:

- I. Compare the Cooperative/Consortium agreements available for the required product or service, conduct market research, and evaluate whether the use of a Cooperative/Consortium agreement is appropriate.
- II. Ensure that the use of the Cooperative/Consortium agreement meets all competitive requirements.
- III. Review the Cooperative/Consortium agreement for conformance with all applicable laws and best practices.
- IV. Analyze the product or service specifications, price, terms and conditions and other factors such as: cost to utilize the agreements, shipping, minimum spend requirements, and availability of agreement documentation, to ensure that the Cooperative/Consortium agreement produces best value.
- V. Ensure that the organization’s required terms and conditions are incorporated into the agreement.
- VI. Contact the Cooperative/Consortium lead government agency to verify agreement application and eligibility.

FORMAL SOLICITATIONS

Generally, formal solicitation procedures are required for purchases which exceed or will exceed \$49,999.99 both individually and collectively annually and are initiated using Invitations to Bid (ITBs), Requests for Proposals (RFPs), Requests for Qualifications (RFQs), and Requests for Information (RFIs). Additional purchases may require formal solicitation procedures at the discretion of the Purchasing Director or District Manager. Some purchases that may exceed \$49,999.99 are exempt from the formal solicitation procedures. For a complete list of exemptions, see the **Formal Solicitation Exemptions Section** of these policies and procedures. All goods and services of a similar nature will be consolidated where practical for purchase through a formal solicitation.

Requesting a Formal Solicitation

The Formal Solicitation Request Form shall be completed by the End Using Department and include attachments (if applicable) of all supporting documentation i.e. plans, maps, specifications to be submitted for approvals. Purchase Director in conjunction with the Requesting Department shall identify which formal solicitation method is the most advantageous to the District. Formal Solicitations should contain the following elements in addition to any special rules or other forms or notices required by the District or Florida Statutes:

- I. Requesting Department must include detailed specifications clearly, accurately, and completely for the product or service to be purchased and shall include; but not limited to, the following:
 - a. Intent and scope of work
 - b. Functional and general information or a narrative of the end goal that is desired by the requesting department
 - c. Include a list all minimum requirements such as, but not limited to, years of experience, certifications, and licensure
 - d. Functional and general information or a narrative of the end goal that is desired by the requesting department
 - e. Bid form must clearly identify the quantity or estimated quantity to be furnished by the vendor
 - f. Applicable law and rule requirements
 - g. Time and place of product delivery
 - h. Dimensions, tolerance, and performance expectations of an item or service (if applicable)
 - i. Unnecessarily, restrictive specifications or requirements that might unduly limit the number of respondents are prohibited. Careful attention must be given when a specific item/service is identified:
 - avoid identifying unjustified performance characteristics, i.e. the specific wheelbase of a vehicle within 6 inches may be irrelevant and unduly eliminate a vendor without sufficient reason
 - avoid identifying a specific brand or manufacturer unless the item is a previously approved District Single Source Standardization item
 - j. Alternative products for consideration, or justification as to why no alternates will be accepted for review
 - k. A response, or lack thereof, to a solicitation does not qualify or disqualify a vendor nor give future advantage to a vendor unless so stated in the solicitation document as issued.

- II. The Purchasing Department will supply a list of solicitation submittal instructions for potential bidders/proposers and shall include; but not limited to, the following:
- a. A list of all required documents to be included in the respondent's submittal
 - b. Important timelines and due dates are clearly listed
 - c. Evaluation criteria (if applicable)
 - d. Bond information (if applicable)
 - e. District insurance requirements
 - f. Any other forms or notices required by the District or Florida State Statutes

Types of Formal Solicitations

Typical formal solicitations utilized by the District include Invitations to Bid (ITBs), Requests for Proposals (RFPs), Requests for Qualifications (RFQs), and Requests for Information (RFIs).

Invitation to Bid (ITB)

An Invitation to Bid (ITB) involves the issuance of a formally advertised solicitation which calls to vendors to submit a sealed bid for a product or service with clear specifications and adequate available competition. Price is the determining factor based on the lowest most responsible and responsive bidder whose bid will be most advantageous to the District.

Request for Proposal (RFP)

A Request for Proposal (RFP) is described as a request for products or services in which case other reasons for award, other than price, are the main consideration such as qualifications, technology used and experience with the ability to negotiate being desired or required. An RFP is evaluated by a formal Selection Committee and awarded to the highest scored, most responsible/responsive proposer.

Evaluation Forms with weights/values specific to the RFP will be used by the Committee to score each submittal. Qualifications and technical aspects generally hold more weight than pricing in an RFP, however pricing is still a factor in consideration during the evaluation process. (See Selection Committee Policies and Procedures Section)

Request for Qualifications (RFQ)

A Request for Qualifications (RFQ) is a procurement approach which places greater emphasis on the actual qualifications and licensure of the potential vendor, his or her track record, rather than how well the potential vendor responds to detailed project specifications and requirements. This process may be used to pre-qualify potential bidders for major procurements or projects in advance of issuing a solicitation thus creating a "short list" of approved bidders reducing the evaluation time after bids and/or proposals are received. **Evaluation Forms with weights/values specific to the RFQ will be used by the Committee to score each submittal. Qualifications and technical aspects generally hold more weight than pricing in an RFQ, however pricing is still a factor in consideration during the evaluation process.** (See Selection Committee Policies and Procedures Section)

Request for Information (RFI)

A Request for Information (RFI), while not a procurement category, is an important tool used to increase knowledge about goods or services and their availability and capability. An RFI should be used when the requestor for the good or service is not knowledgeable regarding the current "state-of-the-art" in the area under consideration. It is actually a form of market research used prior to an RFP. In using the RFI, purchasing can obtain valuable information from potential suppliers of goods and services by requesting the information. This process can be beneficial in assisting in learning about potential sources and solutions for its need without expending the time to prepare and evaluate an RFP. Usually enough information will be obtained to enable the District to develop more successful specifications and scope of work for a potential RFP.

Formal Solicitations for Professional Services (RFP, RFQ or RFI)

Professional services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice must be processed through competitive solicitation. Formal solicitation procedures for a RFP/RFQ/RFI will be followed with one exception: after the RFP/RFQ/RFI opening has been completed, the Selection Committee shall proceed pursuant to Florida Statute 287.055(3) known as the Consultants' Competitive Negotiation Act (CCNA) as well as the Brooks Act (40 U.S.C. 1101). Federally funded projects are subject to The Brooks Act: Federal Government Selection of Architects and Engineers, in accordance with Public Law 92-582. However, for legal services or accounting services, the Selection Committee may proceed with ranking and negotiations at its discretion with less than three firms, if it deems this to be in the best interest of the District(s). RFP/RFQ/RFI shall be awarded to the highest scored responsible/responsive vendor by a formal selection committee. **Evaluation Forms with weights/values specific to the RFP/RFQ/RFI will be used by the Committee to score each Proposal. Qualifications and technical aspects generally hold more weight than pricing in an RFI, however pricing is still a factor in consideration during the evaluation process.** See Selection Committee Policies and Procedures Section.

The following types of professional services may be acquired through competitive negotiations:

- I. Legal services - attorneys and legal professionals;
- II. Accounting services (not including auditors); and
- III. Architecture, professional engineering, landscape architecture, or a registered land surveying as defined by Florida Statute 287.055 (CCNA). If Federally funded, these projects are subject to The Brooks Act in accordance with Public Law 92-582;
- IV. Audit services (procured pursuant to Florida Statute 218.391)

Formal Solicitation Procedures

- I. The Requesting Department shall complete, sign and submit a Solicitation Request Form for each formal solicitation needed and forward the form and supporting documentation to Purchasing. Purchasing will review the request for all required documentation and forward the Solicitation Request Form to the Budget Director and the District Manager for approval. Upon District Manager approval, Purchasing will begin the solicitation process with assistance from the Requesting Department.
- II. The Requesting Department, in conjunction with the Purchasing Department, will formulate specifications using guidelines depicted within these policies and procedures for ITBs, RFPs, RFQs and RFIs.
- III. The Purchasing Department shall determine how long to post, and specify the date, time and location for receiving formal solicitations, as well as the date, time, and location of the formal solicitation opening. Input from the Requesting Department will be taken into consideration.
- IV. Pre-proposal or pre-bid meetings, when required, should provide clarification of information for prospective consultants, vendors, or contractors to ensure that they submit formal solicitations with the best possible understanding of conditions and circumstances surrounding the project. The Requesting Department shall determine if a pre-proposal or pre-bid meeting is required. If they are determined to be required, they must be identified as being "mandatory" or "non-mandatory" within the bid documents.

- V. Purchasing Department will advertise the request for formal solicitation in a newspaper of general circulation, in compliance with Florida Statute 255.0525. Purchasing Department will also post and transmit on DemandStar to the appropriate registered vendors from the "Bidders List" and on the District website at www.Districtgov.org. Solicitation responses shall be received and opened at the location, date, and time established in the advertisement.
- VI. The Purchasing Department shall maintain all formal solicitation documents both manually and electronically before and after District Board approval. The original recordings of any open public meetings shall be made available for public review and will be filed with the solicitation.
- VII. All Solicitations should include the following provisions:
 - a. In accordance with Florida Statute 287.057(23), each solicitation for the procurement of commodities or contractual services shall include the following cone of silence/blackout period provision: "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response."
 - b. Conditional bids/proposals will not be considered unless all information is indicated on the Exceptions and Deviations page with all attached documentation if applicable.
 - c. The District reserves the right to accept or reject any and all bids/proposals in whole or in part, to waive informalities in the bidding/proposal documents, to obtain new bids/proposals, or to postpone the bid/proposal opening if deemed in the best interest of the District. Bids/Proposals shall be valid for a minimum period of ninety (90) days after the date of the bid/proposal opening.
 - d. Estimated quantities are given only as a guideline for preparing a Bid/Proposal in response to the solicitation. Actual quantities may vary from the estimates given and are dependent upon the needs of the District and the availability of funds. If unit pricing is being requested for Commodities, the unit price shall remain as accepted at agreement award.
- VIII. Formal responses will be opened at a public meeting in accordance with Florida Statute 119.71 and Florida Statute 255.0518 by a Purchasing Representative. All public meetings will allow for a public forum per Florida Statute 286.0114.
 - a. A Representative from the Purchasing Department will attend the formal solicitation opening along with one other District Staff member.
 - b. The formal solicitations can be opened in alphabetical order, by chance, time received, or at the discretion of the Purchasing Representative.
 - i. For ITBs, Vendor name and pricing will be read aloud and recorded
 - ii. For RFPs, RFQs, and RFIs. Only the Vendor name will be read aloud and recorded
 - c. Once formal responses are opened, the contents of the submittals including the time stamped envelope should be checked to determine that all required documents are enclosed.
 - i. If a formal response does not contain all the required documents or the documents are incomplete, the Purchasing Representative will present the response to the Purchasing Director to determine if the submission is deemed responsive or non-responsive.
 - Responses with minor infractions: The Purchasing Representative will discuss with Purchasing Director if infractions are actually minor, and if so will notify the vendor and allow for an immediate correction to the minor infraction.

- Responses with major infractions (completed bid forms missing, use of incorrect bid form, etc.): These submittals will be considered non-responsive and rejected by the Purchasing Representative. Notification will be given to the End User of the ruling. The Purchasing Representative will also identify the ruling on the opening tabulation (Notice to Respondents) for posting on DemandStar and the District website.
- d. The Purchasing Representative will check the formal responses for any exceptions or deviations to the specifications or plans stated in the project. Any exceptions or deviations must be reported to the Purchasing Director and/or End User (Requesting Department).
- e. All unit prices, extensions, and total dollar amounts will be checked for accuracy. Calculation errors may be corrected; however, the unit price will always prevail.
- f. If all formal responses are rejected, the Purchasing Representative will be directed by the Purchasing Director on how to proceed per the need of the project.

IX. The Basis for Award(s)

- a. Split Bids/Proposals. When in the best interest of the applicable District(s), the award of a bid/proposal shall be made to the lowest, most responsive and responsible vendor on the basis of each item, or group of items, per District within the project(s) location.
- b. Tie Bids/Proposals. In the event two (2) or more vendors submit identical tie submittals with respect to price, quality, and service, or should two (2) or more firms be deemed equal during the Request for Proposal selection process, the following criteria, in order of importance, shall be used to break said tie:
 - i. All required Solicitation documents must have been **fully completed** with the original bid/proposal submittal. Corrections of minor infractions will disqualify a tied vendor.
 - ii. Location of vendor's place of business relative to the District
 - iii. If all conditions being equal, the District shall initiate the following actions:
 - Flip a coin (Coin toss must be recorded and witnessed), or
 - Reject all Bids and re-solicit the service.
- c. Less Than Two Bids/Proposals Received. If less than two Bids/Proposals are received, the District may negotiate the best terms and conditions with that Bidder/Proposer, or reject the Bid/Proposal and re-solicit the service.

X. If no formal responses are received by the District, the project will be considered cancelled and the Purchasing Director as well as the Department Director will be notified. The Requesting Department will be directed by the Purchasing Director on how to proceed per the need of the project.

- a. Revise specifications, reissue as new solicitation
- b. Issue as rebid with same specifications and same solicitation number
- c. Do not resolicit

XI. The cancellation of a formal solicitation usually involves a loss of time, effort, and money spent by the District and bidders. Invitations should not be cancelled unless cancellation is clearly in the District's best interest and:

- a. Where there is no longer a requirement for the goods or services, or
- b. Where addendums to the solicitation would be of such a magnitude that a new solicitation is desirable
- c. The notice of cancellation shall:
 - i. Identify the formal solicitation by number and title
 - ii. Briefly explain the reason the invitation is being cancelled

- iii. Where appropriate, assure prospective bidders that they will be given an opportunity to bid on any re-solicitation of bids or any future requirements for the type of goods or services involved.
- XII. After completion of the formal solicitation evaluations, a tabulation of qualified and responsive vendors will be compiled by the Purchasing Department. The Purchasing Representative will recommend the award of the formal solicitation to the Requesting Department in writing with adequate justification.
- XIII. Purchasing Department will issue a notice of Intent to Award to the successful bidder/proposer and collect a vendor executed agreement, insurances, E-Verifies, and other applicable documentation to submit for approval by the applicable District Board(s) with appropriate agenda item.
- XIV. Agreements shall not be awarded to vendors, firms, and/or any agency that could be deemed as a conflict of interest in accordance with Florida Statute 112.3135. The District reserves the right to reject any agreement.
- XV. Following award by the appropriate Board and after receipt and approval of insurances, bonds, E-Verifies and other required documentation (if not previously submitted), the Purchasing Representative and Requesting Department will conduct a pre-construction meeting to review project, start dates and timeline and execute the Notice to Proceed.
- XVI. In the instance of a default by the intended Bidder/Proposer Awardee, the District reserves the right to utilize the next lowest Bidder or second ranked Proposer as the new Awardee. In the event of this occurrence, the following will apply:
 - a. The next lowest Bidder/second ranked Proposer, if in acceptance of the award, shall be required to provide the bid/proposal items at the prices and terms as contained in their original bid/proposal submittal for the commodity/services noted in the solicitation.

Payment & Performance Bonds and Sureties

- I. In accordance with Florida Statute 255.05, a payment and performance bond is required in the amount of 100% of agreement price when the minimum bid is \$200,000 or more for Construction Projects. "Performance Bond" means a bond of a Contractor in which a surety guarantees to the District that the work/services will be performed in accordance with the agreement documents. Upon award, the successful bidder/proposer shall provide a Performance Bond, in the form of a Certified Bond, from an established Bonding Agency licensed to do business in the State of Florida.
 - a. If the project is less than \$200,000 and requires a Payment and Performance Bond, it will be stated in the specifications under a section/provision entitled "Payment and Performance Bond." Copy of these bonds will be maintained and validated by the owning Department. Awardees will provide all applicable certifications/licensing requirements during the bid process.
- II. If a project requires a Payment and Performance Bond, bidders/proposers must provide **proof (surety)** of the ability to obtain a performance bond in an amount equal to 100% of the total amount bid for the solicitation. "Surety" means an organization which, for a consideration, promises in writing to make good the debt or default of another.
 - a. The surety must hold a certificate of authority as an acceptable surety on federal bonds as published in the current Circular 570, U.S. Department of the Treasury, and the Federal Register effective July 1, annually, as amended.

Warranties

- I. All facilities/infrastructure projects will require at least a one-year warranty period from the date of substantial completion for the project, or subset, to the end of the warranty. Special goods or equipment such as HVAC, generators, etc., will carry the normal manufacturer's warranty, in addition to the one year for installation. In general, warranties will be required as per the AIA Contract Document, A201- 2007, or most current equivalent.

Formal Solicitation Protest Procedures

Any bidder opposed to a recommended decision on any formal solicitation award must file in accordance with the process stated within the formal solicitation document, a written notice of intent to file a protest, within seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the formal solicitation tabulation. (All formal solicitations (information to bidders section) shall contain the above statement).

The written protest must be submitted within three (3) business days (72 hours) after the posting of the Recommendation of Award at the location where bids or proposals are submitted.

The protest must be in writing and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest. Such protest is considered filed when it is received by the Purchasing Department with the protest bond in the appropriate amount.

Any bidder who files an action protesting a bid solicitation, a bid rejection, or an award pursuant to this section shall post with the Purchasing Department at the time of filing, protest bond payable to the District. This written request to convene a formal protest must be accompanied by a protest bond of an amount equal to one percent (1%) of the value of the solicitation, but in no case less than five hundred dollars (\$500.00) nor greater than five thousand dollars (\$5,000.00). This bond shall be by a U.S. postal service money order, certified, cashiers or bank check payable to the District. Failure to post such bond within three (3) business days after the Purchasing Authority or his/her designee's determination shall result in the protest being dismissed by the Purchasing Authority or his or her designee.

If the person or firm protesting the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal protest hearing in which the District prevails, the bond shall be forfeited to the District. The entire amount of the bond also shall be forfeited if the protest committee determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the District or other parties.

Stay of Procurement During Protest – Notwithstanding anything contained herein to the contrary, in the event of a timely protest, the Purchasing Authority or designee shall stay the award of the agreement, unless the District Manager, with the advice of the District's Attorney, and after consultation with the using Department, makes a determination that the award of the agreement without delay is necessary to protect substantial interests of the District.

The Purchasing Authority or designee shall have the authority to review and attempt to resolve the protest informally.

If the protest has not been informally resolved by the Purchasing Authority or his or her designee and the protestor wishes to pursue the protest, the protestor shall be required to request that a formal protest hearing be convened before a protest committee comprised of the District Manager, the Purchasing Authority (in a nonvoting capacity), and the using Department Director. This request shall be made in writing to the Purchasing Authority or his or her designee within three (3) business days of issuance of the Purchasing Authority or designee's determination. The protest hearing shall be held within ten (10) business days of the receipt of such request.

The protest shall state the particular grounds on which it is based and may include such additional written or physical evidence, objects, statements, affidavits, and arguments which the protestor deems relevant to the issues raised. Any grounds not stated shall be deemed to have been waived by the protestor. In the proceeding, the protestor or its representative may make an oral presentation, of such evidence and arguments. At any time the committee members may also make whatever inquiries of the parties and their witnesses that may be pertinent to a determination of the validity of the protest.

At the conclusion of the evidence submitted by the protestor, the protest committee shall announce a decision and shall prepare a written decision and recommendation which shall be filed with the District Board within fourteen (14) working days after the hearing.

After the filing, the protest committee's decision and recommendation shall then be presented for action at the next regularly scheduled meeting of the District Board. At this time, protestors shall be allowed to present evidence and testimony to the District Board. At the conclusion of such testimony by the parties involved, the Board shall by majority vote, accept or reject the decision and recommendation of the protest committee.

The determination of the District Board shall be the final and conclusive administrative decision by the District regarding a bid protest.

Violation of Lobbying – No bidder may engage in any effort, either directly or indirectly, to influence the actions of the Board with respect to a pending award of an agreement for which a solicitation was issued except as set forth in this section. Any bidder engaging in a protest to the District Board as allowed under this section, shall comply strictly with the requirements and restrictions of this section. Any attempt by any bidder to communicate with any District Board member, directly or indirectly, whether in person or through agents, employees, or lobbyists, or otherwise to influence the vote of any District Board member, in connection with any pending award of an agreement for which a solicitation has been issued, in any manner not strictly in compliance with the requirements and restrictions of this section shall be deemed in violation of the blackout period restriction. The District Board may disqualify a bid or proposal in connection with a procurement matter where District Board members or a member of the pertinent procurement committee has been lobbied in violation of the blackout period (as defined in the Formal Solicitation section of this document) restrictions.

Formal Solicitation Exceptions

The requirement for competitive solicitation procedures shall be waived for the purchase of:

- I. Books, periodicals, software, printed materials, artwork, photographs, film, film strips, video tapes, disk or tape recordings or similar material where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent with the State, a governmental agency, or a recognized educational institute.
- II. Utilization of goods or service agreements from established State of Florida, Consortiums, Cooperatives, PRIDE, SNAPS, SPURS, PAEC, RESPECT, NJPA (Sourcewell), NIGP, FL Sheriffs Association, government pricing, federal general services administration agreements and other agreement s competitively solicited by government entities.
- III. Purchase, lease, or rental of real property except to the extent required by State law, abstracts of titles for real property, title insurance for real property.
- IV. Goods, professional services, and agreement services from a sole source, single source or standardization upon justification by the Department Director and approval of the Purchasing Director. Justification shall state the conditions and circumstances requiring the sole source, single source or standardization purchase.

- V. Public utility services.
- VI. Grants (direct payment to the granting agency).
- VII. Advertisements, postage, legal services, expert witnesses, court reporter services.
- VIII. Dues and memberships in trade or professional organizations, fees and costs of job- related seminars, training, and travel.
- IX. Artists, music ensembles, bands and other entertainment providers.
- X. Animals/Fish.
- XI. Emergency purchases.
- XII. Other goods or services as determined by the District Manager.

Public Record Exceptions for Formal Solicitations

General exemptions from inspection or copying of public records for formal solicitations:

- I. In accordance with Florida Statute 119.071(b)(2), Sealed bids, proposals, or replies received by a Florida agency pursuant to a competitive solicitation shall remain exempt from disclosure (119.07(1) and s. 24(a), Art. I of the State Constitution) until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- II. In accordance with Florida Statute 119.071(b)(3), If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

Selection Committee Policies and Procedures

All submittals resulting from a Request for Proposals (RFP) and Request for Qualifications (RFQ) will be evaluated by a Selection Committee. The Selection Committee will be used to review the qualifications and technical aspects of proposal submittals for compliance with specifications and make recommendations on awards.

The Selection Committee generally consists of five (5) members representing a cross-section of District employees and/or Consultants for the District with knowledge of the commodities or services sought. Three (3) Selection Committee members shall be recommended by the requesting Department Director and submitted to the Purchasing Director and District Manager for review. The Purchasing Director shall select the final two (2) members to ensure a qualified and impartial Selection Committee. Membership may be expanded to include a representative of a local professional association to serve in an advisory capacity only and shall not be considered a voting member. The Purchasing Authority or designee shall serve in an advisory capacity to the Selection Committee and must be present at all proceedings.

No person shall serve on a Selection Committee if he/she has a conflict of interest with respect to any proposer being evaluated. The following activities shall be deemed to be a conflict of interest and shall preclude a person from serving on the Committee:

- I. Current employment or past employment with the proposer within one (1) year prior to the evaluation.

- II. Serving as a current consultant or past consultant for or with the proposer being evaluated within one (1) year prior to the evaluation.
- III. Having an ownership interest (stocks or assets) in the proposer being evaluated at the time of the evaluation (excluding mutual funds).
- IV. Having a family member (spouse, child, sibling, parent, in-law) with an ownership interest in the proposer being evaluated at the time of the evaluation.
- V. Serving as an officer and/or director in the proposer being evaluated at the time of the evaluation.
- VI. Being a party to any current or past litigation / lawsuit with or against the proposer being evaluated.
- VII. Any other activity, interest, or relationship that could possibly be viewed as a conflict of interest or that is in conflict with F. S. 112.313 (Code of Ethics) must be disclosed in writing to the Purchasing Authority prior to service on a Selection Committee. The Purchasing Authority shall make the determination as to whether or not a conflict exists.

Reasonable public notice shall be given before any Selection Committee meeting. All notices shall be posted in the Calendar on the Purchasing Division website and shall also be included in the Request for Proposal solicitation posted on both DemandStar and District website. The notice shall be posted at least one day before the meeting date. Such notice shall include:

- I. Name and/or purpose of Selection Committee.
- II. Time and place of meeting.
- III. ADA requirements notification information.

The minutes / audio recording of any open public meetings shall be made available for public view. The original minutes shall be filed with the solicitation package in the Purchasing Division.

Selection Committee Process

- I. A Purchasing Department Staff member shall serve as chair to the Selection Committee and will coordinate all scheduling with the Requesting Department. It is the responsibility of the Purchasing Department to ensure proper public notice is issued for the meeting(s).
- II. Selection Committee members shall comply with full confidentiality after receipt of proposal until such time as a Notice to Award is given to the contractor/vendor.
- III. Selection Committee members shall refrain from any conversations with each other for the duration of the process except during properly noticed Committee meetings.
- IV. Selection Committee members must attend all scheduled meetings including any oral presentations by the proposers.
- V. Selection Committee members must evaluate proposal submittals based upon the written response to the scope of work and other pertinent information required by the terms of the proposal only. Selection Committee members must refrain from inclusion of any personal knowledge or assumptions gained prior to or outside the evaluation process.
- VI. The Purchasing Department is responsible for conducting reference checks of bidders/proposers.
- VII. The Purchasing Department is responsible for ensuring recorded minutes and attendance is recorded for all meetings.
- VIII. Evaluation Forms with weights/values specific to the RFP will be used by the Committee to score each Proposal. ***Qualifications, experience and technical aspects generally hold more weight***

than pricing in an RFP, however pricing is still a factor in consideration during the evaluation process.

- IX. Starting alphabetically by proposal and alternating by Selection Committee Member, each Member will speak to each submitted proposal based solely on the written response. After all members have spoken, they will be given time to review, adjust and finalize their scores before turning in to the Purchasing Staff for calculations for scoring and ranking. ***In addition, no questions can be asked by or to the attendees present at the meeting.***
- X. Based on time, the scores and rankings may be read after the Purchasing Department completes verification of calculations and completeness of each evaluation form. Once review is complete the ranking and score for each proposer will be read from the bottom up until the #1 ranked proposer is identified.
- XI. Each Selection Committee member is responsible for completing their individual scoring sheets. The Selection Committee can, with a consensus, produce one final scoring sheet. However, all individual scoring sheets must also become part of the official proposal file and must be completed, signed and dated in ink. If one final scoring sheet is produced, all Selection Committee members must sign the sheet to indicate agreement.
- XII. The Selection Committee may also produce an evaluation summary at Purchasing's discretion. A summary may be necessary in order to provide a brief description of the project and/or basis for recommendation to the District Board.
- XIII. All Selection Committee meetings are open to the public per Sunshine Law requirements; however, the public may not participate in the evaluation process.
- XIV. After the Selection Committee is concluded, the Purchasing Department will take all Evaluation Sheets back to the Purchasing Department to verify that the scores and rankings announced were accurate and if so results will be issued on the final Notice to Respondents and posted on DemandStar and the District website.
- XV. If the Selection Committee desires product demonstrations and/or oral presentations, the Purchasing Department shall coordinate the times and location. Only the bidders/proposers that are being considered for award may be asked to participate in the demonstration (unless the demonstration for respondents is a requirement of the solicitation). A representative from the Purchasing Department shall be present at all demonstrations and/or oral presentations.
- XVI. Any products left in the custody of the District for further testing or review shall be responsibility of the Purchasing Division. Once the testing or review has been completed, the Purchasing Department shall notify the proposer that the product is ready to be returned.

After the completion of formal solicitation evaluations, the Selection Committee shall recommend to award to a specific vendor or reject all formal solicitations to the District. If a recommendation to award is given, a notice of intent to award and agreement (if agreement negotiations are not necessary) are sent to the successful proposer for agreement execution to be returned to the Purchasing Representative along with insurance, bonds, and other required documentation if not submitted prior.

The Purchasing Department prepares an item for placing the award request on a Board agenda. Once approved by the appropriate District Board, the authorized official executes the agreement. Purchasing shall schedule a pre-work/pre-construction meeting if required to include a Purchasing Representative, Requesting Department Director, and pertinent stakeholders. A notice to proceed is prepared and issued if applicable. The Requesting Department Director or designee submits an executed purchase requisition to the Purchasing Department for processing and distribution to awardee and District Department(s). No work shall begin or order shall be placed prior to this process.

AGREEMENTS

The authority to enter into agreements for the purchase of solicited goods and services at or exceeding \$50,000 in cumulative value shall be presented by the Purchasing Director or District Manager to the applicable District Board for review and approval. All agreements shall be deemed to include all provisions of Florida Statute 190.033 and 287.058 and also other laws pertaining to District Government. All procurement agreements shall be subject to such provisions and laws regardless of whether such laws are referred to in the agreement.

All agreements resulting from a formal solicitation shall be prepared and processed by the Purchasing Department unless prepared by the vendor/consultant only if agreed to and approved by the District Manager and reviewed by the District's Attorney.

All original Vendor signed agreements will be forwarded to the District Clerk who is the designated official record custodian of all District documents. Upon District Board approval, a copy of the executed agreement(s) will be forwarded to the Purchasing Department.

Renewals

All agreements up for renewal shall be reviewed by the Purchasing Director or designee. The Purchasing Department will work with End User Department to determine if it is their desire to enter into additional renewal periods as outlined in the terms of the agreement. If so, the Purchasing Department will request and obtain the vendor's authorized acceptance in writing to enter into additional renewal period without price increase. In determining the value of the agreement, all proposed renewal clauses must be considered.

Automatic Renewals (if stated in original agreement)

Any agreements resulting from a formal solicitation listing Automatic Renewal terms in the agreement for any or all additional periods must be presented to the appropriate Board in an agenda item when requesting approval of award. If there are no price changes, then the renewal does not have to be presented to the Board for approval. However, if any pricing is to change, all renewal/amendments must be presented to the appropriate Board for approval.

Amendments

Amendments to an Agreement are required for all price changes if so determined as part of the original term of the Agreement or language additions or deletions. If Agreement requires an Amendment, a request must be submitted in writing by the contractor (on their letterhead) and/or the end using department, dependent on reason for request, to the Purchasing Staff along with all proper specifications and documents pertaining to request to amend. All Amendments to an Agreement must be submitted to the appropriate Board for approval.

Termination of Agreements

Agreements requiring termination for any reason during their initial term can only be terminated by the Board that approved the award. Termination request will be presented to the appropriate Board in an agenda request.

Prohibitions to Agreements

1. No agreement can offer indemnity by the District to another party.
2. No agreement can waive the District's sovereign immunity.
3. No agreement can authorize advance payments.
4. No agreement can contain an indeterminate dollar exposure.

Lease Agreements

District Lease Agreements are the responsibility of the following Departments: (Purchasing may however assist with solicitation of services when deemed necessary)

District IT Department

- Printers/Copiers
- Other related IT equipment

District Administration Department

- Squares
- Hospitality Huts (on the squares)
- District Owned Buildings (office space, fire stations, etc)
- ATMs
- Vehicles

VENDOR INFORMATION

As stated in the General Purchasing Policies section of these policies and procedures, it is the intent of the District to provide all vendors, (with the exception of those on the Florida Department of Management Services Convicted Vendor List, per Florida Statute 287.133(3)(d)) with a fair and impartial opportunity in which to compete for the District's business. Vendor preferences will be awarded only if so stated within these policies and procedures.

Authority to Debar or Suspend a Vendor

After reasonable notice to the person or entity involved and reasonable opportunity for that person or entity to be heard, the Purchasing Department, after consultation with the affected user(s) and the District's Attorney, shall have authority to debar a person or entity for cause from consideration for submitting formal solicitation responses and award of agreements, provided that such debarment shall not be for a period of more than three years. Vendors that have been disqualified from consideration as an eligible vendor may be reinstated upon written request and approval of the Purchasing Director; however, debarred or suspended firms shall not be reinstated during the period of a debarment or suspension.

Vendor Requirements

Vendors shall be responsible for adhering to the general vendor requirements by meeting the following additional vendor requirements for formal solicitations:

- I. All vendors awarded under a quote or solicitation process to perform work on District property shall complete the E-Verify and COI requirements stated within these policies and procedures. Vendors must also provide a W-9.
- II. Vendors desiring to do business with the District are required to have a substance abuse policy and provide a Drug Free Workplace Certificate during the formal solicitation submittal process. The policy of the District is to provide a drug-free workplace.
- III. To the extent permitted by law, all vendors desiring to do business with the District shall have an Equal Opportunity Employment Policy which prohibits illegal discrimination in employment as defined by Executive Order 11246 and 11375, and subsequent amendments.
- IV. All contractors/vendors agree to hold the District harmless against all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use resulting from agreement, unless such claims are a result of the District's sole negligence.
- V. Per Florida Statute 489.113(2), a person must be certified or registered in order to engage in the business of contracting in this state. However, for purposes of complying with the provisions of this chapter, a subcontractor who is not certified or registered may perform construction work under the supervision of a person who is certified or registered, provided that the work is within the scope of the supervising contractor's license, the supervising contractor is responsible for the work, and the subcontractor being supervised is not engaged in construction work that would require a license as a contractor under any of the categories listed in Florida Statutes 489.105(3)(d)-(o).
- VI. Depending upon the goods or services provided by the vendor, additional documentation may be required.

Vendor Ethics

This vendor ethics portion of the policy covers a wide range of business practices and procedures. It does not cover every issue that may arise but provides a basic set of principles to guide all employees, officers, and directors of companies transacting business with the District. Obeying the law, both in letter and spirit is the foundation on which a vendor's ethical standards are built. All vendor employees, officers, and directors must respect and obey the laws and regulations of the agencies with which they operate. Vendors shall be responsible for complying with the following vendor ethical requirements:

- I. Shall promptly disclose any conflicts of interest.
- II. Shall not profit from a conflict of interest on the part of a District employee.
- III. Shall not compensate District employees for the performance of any activity related to the performance of his or her official duties.
- IV. Shall not make illegal political contributions.
- V. Shall not profit, directly or indirectly, from the use of any secret or confidential knowledge or data of the District that a District employee has illicitly disclosed.
- VI. Shall not influence, or attempt to influence or cause to be influenced, any District employee in his or her official capacity in any manner, which might tend to impair his or her objectivity or independence of judgment.
- VII. Shall not cause or influence, or attempt to cause or influence, any District employee to use, or to attempt to use, his or her official position to secure unwarranted privileges or advantages for the vendor or any other person or entity.
- IX. Shall promptly report any illegal or unethical behavior.

Vendor Preferences

Goods and services offered to the District, based upon State of Florida agreement prices, are considered to be competitively bid and to have satisfied the requirements of the competitive bidding process. The State of Florida Department of Management Services, Division of State Purchasing administers statewide agreements and agreements for use by State of Florida agencies, local governments, educational institutions, and other entities as defined in rule section 60A- 1.005, Florida Administrative Code. Statewide agreements enable eligible users to pool their buying power to lower total costs and reduce administrative burden while complying with Florida Statutes Chapter 287 governing the purchase of goods and services.

E-Verify

All vendors are required to register with E-Verify, unless they are exempt per the E-Verify Exemption List. The E-Verify is a system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. All organizations, businesses and/or individuals desiring to do business with the District shall certify to the District that they are in compliance with the federal E-Verify program for all employees hired on or after the date of the contractor's registration on the Department of Homeland Security website <http://www.dhs.gov/e-verify> by providing the Memorandum of Understanding (MOU) electronic signature page with the date of registration and company ID number. In the case of contractors, this includes obtaining written certification from all subcontractors who will participate in the performance of the agreement. All subcontractor certifications must be kept on file with the contracted vendor and made available to the state and/or the District upon request. The District reserves the right to take action against any contractor deemed to be non-compliant. Potential actions may include, but are not limited to, cancellation of the agreement and/or suspending or debaring the contractor from performing services for the District. E-Verify Exemption List (See the Department of Homeland Security website)

Certificate of Insurance (COI)

The contractor shall maintain, on a primary basis and at its sole expense, at all times while performing work for any of the Districts, the “**Standard Insurance Requirements**” described herein. Contractors responding to a competitive formal solicitation shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work for the Districts, a COI fulfilling all Standard Insurance requirements must be received and approved by VCCDD. Work is defined as any service provided to the Districts by a vendor/contractor who must access District property in order to provide the service(s). The requirements contained herein, as well as the District’s review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the contractor under this contract.

Standard Insurance Requirements

Financial Rating of Insurance Companies - All insurance companies must have financial rating of A- or higher by A.M. Best Company, Inc. with the exception of self-insured insurance companies.

Commercial General Liability Insurance - The contractor shall maintain Commercial General Liability Insurance at a limit of liability not less than \$1,000,000 each occurrence and a \$2,000,000 annual aggregate. Due to the nature of the work involved, consultants performing program and/or contract management services are required to maintain \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting product /completed operations, independent contractors, broad form property damage, X-C-U Coverage, contractual liability or cross liability. The self-insured retention or deductible shall not exceed \$50,000.

- **Additional Insured Endorsement.** The contractor shall endorse all Districts as an “Additional Insured” on the Commercial General Liability Insurance with a “CG 2010 Additional Insured – Owners, Lessees, or Contractors,” or “CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement,” or similar endorsement providing equal or broader “Additional Insured” coverage. In addition, the contractor shall endorse all Districts as an “Additional Insured” under the contractor’s Commercial Umbrella/Excess Liability as required herein. *
- **Waiver of Subrogation Endorsement.** The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

Business Automobile Liability Insurance - The contractor shall maintain Business Automobile Liability Insurance at a limit of liability not less than \$1,000,000 each occurrence. Coverage shall include liability for owned, non-owned, and hired automobiles. In the event the contractor does not own automobiles, the contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- **Additional Insured Endorsement.** The contractor shall endorse all Districts as an “Additional Insured” on the Business Automobile Liability Insurance with a “CG 2010 Additional Insured – Owners, Lessees, or Contractors,” or “CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement,” or similar endorsement providing equal or broader “Additional Insured” coverage. In addition, the contractor shall endorse all Districts as an “Additional Insured” under the contractor’s Commercial Umbrella/Excess Liability as required herein. *
- **Waiver of Subrogation Endorsement.** The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition

not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

Worker's Compensation Insurance and Employers Liability Insurance - The contractor, any sub-consultants or subcontractors shall maintain their own Worker's Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. In case any class of employees engaged in hazardous work at the site of the operations is not protected under the Worker's Compensation statute, the Vendor shall provide, and cause each sub consultant or subcontractor to provide adequate insurance for the protection of its employees not otherwise protected. The Vendor must provide a Certificate of Insurance (COI) showing Worker's Compensation coverage or must provide an exemption certificate issued by the State of Florida showing that the Vendor is exempt from Worker's Compensation insurance requirements. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will be on a case-by-case basis).

Umbrella or Excess Liability Insurance (needed for large contracts as determined and approved by the Purchasing Director) - The contractor shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than **\$2,000,000** each occurrence and **\$2,000,000** aggregate. The contractor shall endorse all Districts as an "Additional Insured" on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure "True Follow- Form" basis, or the District is automatically defined as an additional protected person. Any self- insured retention or deductible shall not exceed \$50,000.

Professional or Errors and Omissions Liability Insurance (when applicable) - The contractor shall maintain a Professional Liability or Errors and Omissions policy at a limit of liability no less than **\$2,000,000**. The contractor shall endorse all Districts as an "Additional Insured" on the Professional and/or Errors and Omissions Liability Insurance.

- Additional Insured Endorsement. The contractor shall endorse all Districts as an "Additional Insured" on the Professional or Errors and Omissions Liability Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured" under the contractor's Commercial Umbrella/Excess Liability as required herein. *
- Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

Professional Liability for IT including Cyber Risk - The contractor shall maintain Professional Liability Insurance for IT Technology including cyber risk policy at a limit of liability no less than \$1,000,000 per claim/loss and \$2,000,000 annual aggregate. The contractor shall endorse all Districts as an "Additional Insured" on the Professional IT Liability Insurance.

- Additional Insured Endorsement. The contractor shall endorse all Districts as an "Additional Insured" on the Professional Liability for IT Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement," or similar endorsement providing equal or broader "Additional Insured" coverage. In addition, the contractor shall endorse all Districts as an "Additional Insured"

- under the contractor's Commercial Umbrella/Excess Liability as required herein. *
- o Waiver of Subrogation Endorsement. The contractor shall provide a waiver of subrogation in favor of the District, contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit the contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the contractor shall notify the insurer and request the policy be endorsed with a waiver of transfer of rights of recovery against others, or an equivalent endorsement. This waiver of subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the contractor enter into such an agreement on a pre-loss basis.

***Note:** The individual Districts that shall be endorsed and listed as **Additional Insureds** on all policies are:

Village Center Community Development District
Sumter Landing Community Development District
Brownwood Community Development District
Village Community Development Districts 1 – 13
North Sumter County Utility Dependent District

All at the following street address:

Attention: Purchasing Department
984 Old Mill Run
The Villages, FL 32162

Indemnification - The contractor shall indemnify, defend and hold harmless all of the Districts, its offices, agents and employees from and against any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to contractor's own employees or damage to property occasioned by a negligent act, omission or failure of the contractor.

Builder's Risk Insurance - Required for all projects when a new building is being constructed from the ground up. The contractor, prior to notice to proceed or commencement of work, whichever occurs first, shall obtain Builder's Risk Insurance providing coverage to protect the interests of the Districts, contractor, and subcontractors. Coverage shall be written on an All- Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the project as well as subsequent modifications of that sum. Flat deductible(s) shall not exceed \$50,000, wind percentage deductible (when applicable) shall not exceed ten-percent (10%), and flood sub limit shall not be less than 25% of the projected completed value of the project. The contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the District. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the District's interest in the building ceases, or the building is accepted or insured by the District. The contractor shall endorse the District's as "Additional Insured", or "Loss Payee", on the Builder's Risk Policy. Builder's Risk Insurance is not required for additions or renovations that will alter and/or add to an existing permanent structure.

Deductibles, Coinsurance Penalties, and Self-Insured Retention - The contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the District, the Contractor shall, when requested by the District, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Right to Revise or Reject - The District reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the District reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the District shall provide the contractor written notice of such revisions or rejections.

No Representation of Coverage Adequacy - The coverages, limits or endorsements required herein protect the primary interests of the Districts, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the contractor against any loss exposures, whether as a result of the project or otherwise.

Certificate(s) of Insurance - The contractor shall provide the VCCDD Purchasing Department with a COI clearly evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each COI. In the event the District is notified that a required insurance coverage will cancel or expire during the period of this contract, the contractor agrees to furnish the District prior to the expiration of such insurance, a new COI evidencing replacement coverage. When notified by the District, the contractor agrees not to continue work pursuant to this contract, unless all required insurance remains in effect. The District shall have the right, but not the obligation, of prohibiting the contractor from entering the project site until a new COI is provided to the District evidencing the replacement coverage. The contractor agrees the District reserves the right to withhold payment to the contractor until evidence of reinstated or replacement coverage is provided to the District. If the contractor fails to maintain the insurance as set forth herein, the contractor agrees the District shall have the right, but not the obligation, to purchase replacement insurance and the contractor agrees to reimburse any premiums or expenses incurred by the District.

The Contractor Agrees the COI shall:

- I. Clearly indicate all the Districts have been endorsed on the Commercial General Liability Insurance with a "CG 2010 Additional Insured – Owners, Lessees, or Contractors," or "CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or organization endorsement," or similar endorsement providing equal or greater "Additional Insured" coverage.
- II. Clearly indicate all Districts are endorsed as an "Additional Insured", or "Loss Payee" on the Builder's Risk Insurance, and when applicable, "Additional Insured" on the Commercial Umbrella/Excess Liability Insurance as required herein.
- III. Clearly identify each policy's limits, flat and percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
- IV. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
- V. The original COI should be forwarded and clearly indicate certificate holder and "Additional Insured" as follows:
 - Village Center Community Development District
 - Sumter Landing Community Development District
 - Brownwood Community Development District
 - Village Community Development Districts 1 – 13
 - North Sumter County Utility Dependent District

Mailing address:
Attn: Purchasing Department
984 Old Mill Run
The Villages, FL 32162

NOTICE: On rare occasions, exceptions to the required insurance limits are needed. The Risk Management department may adjust such requirements if deemed necessary. Exceptions are valid only for the applicable project or fiscal year in which they are granted.

TAX EXEMPTION INFORMATION

The Districts are exempt from payment of sales and local use tax. District(s) tax exempt certificate number is to be given to all vendors to avoid payment of state and local use taxes. The tax exempt certificate number is available on the District website (Purchasing webpage) or by contacting the Finance Department. Personal use of the District's tax exempt certificate number is strictly prohibited. In addition to being liable for payment of the tax plus a mandatory penalty of 200 percent of the tax such person shall be liable for fine and punishment as provided by law for a conviction of a felony of the third degree, as provided in Florida Statutes 775.082, 775.083, and 775.084.

DISPOSAL PROCESS

Each owning Department must report its surplus or obsolete property, equipment, or supplies to the Purchasing Director or designee by completing the appropriate SURPLUS PROPERTY FORM/REQUEST TO TRANSFER OR DECLARE SURPLUS FORM. Completed forms must be forwarded to the Purchasing Director or designee prior to or at the time of property drop-off for review. Department must forward a copy of such form(s) to the Finance Department (Senior Accountant- Fixed Assets).

The Purchasing Director, in conjunction with the End Using Department, shall make the determination for method of disposal using one of the following acceptable forms of disposition:

- I. Transfer to another department
- II. Trade in on new equipment
- III. Offer to the Villages Charter Schools
- IV. Offer to other governmental agencies
- V. Cannibalize for parts
- VI. Sell to public by publicly noticed auction or sealed bid (value of \$5,000 or more)
- VII. Sell as scrap
- VIII. Donate to a local non-profit organization
- IX. Destroy or abandon

The District Manager approval(s) noted above shall allow staff to dispose of property in one of the above listed methods. The Finance Department shall report all dispositions to the applicable Board(s) on an annual basis prior to fiscal year end.

Notification and delivery of surplus item(s) to the designated area is the responsibility of each Department. The owning Department is responsible to ensure the inspection of the item(s) to verify serviceability, condition and original item cost and expenditure account. Once an item has been declared surplus it cannot be traded in, transferred, sold, cannibalized, or placed back into service without the approval of the Purchasing Director/designee and End Using Department.

The Finance Department shall maintain current listings of all surplus property. All Department Directors will be responsible for review of each listing as issued by the Finance Department. The District Manager shall review and approve each listing prior to disposition of surplus item(s).

Surplus and Obsolete Property

Per Florida Statute 274.05 the Districts have the discretion to classify any property as surplus that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function and is not otherwise lawfully disposed of. Qualifying property may be disposed of for value, without bids, to any governmental unit, or if the property is without commercial value, it may be donated, destroyed or abandoned per Florida Statute 274.06.

APPENDIX

Glossary of Terms Used in Purchasing Manual

AGREEMENT - A mutually binding legal relationship obligating the Seller to furnish the goods and/or services (including construction) and the purchasing entity to pay for them. It includes all types of commitments that obligate the District to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, agreements may include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter agreements; purchase orders, under which the agreement becomes effective by written acceptance or performance; and bilateral contract modifications.

AGREEMENT CHANGE ORDER - A change in the scope of services, an error correction and/or a monetary change to an approved agreement.

CONTRACTOR - A person who contracts to sell goods or contractual services to the District.

CONSORTIUM – An association of 2 or more individuals, companies, organizations or governments with the objective of participating in a common activity or pooling their resources for achieving a common goal.

EMERGENCY PURCHASES – Procurement of goods or services arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or the life, health, safety or property of inhabitants of a political subdivision are involved. In the event of a declared emergency by the District, purchasing procedures are waived as specified in these policies and procedures.

FORMAL SOLICITATIONS – Solicitations for Invitation to Bid (ITB), Request for Proposal (RFP), Request for Qualifications (RFQ), or Request for Information (RFI). Formal solicitations are posted for projects over \$49,999.99; additional projects may be posted at the discretion of the Purchasing Director and/or District Manager.

INTENT – a brief description of the key, functional characteristics including minimum requirements of a supply, service, or construction project.

INVITATION TO BID (ITB) - A written solicitation for competitive sealed bids with the title, date, and hour of the public bid opening designated and specifically defining the good, group of goods, or services for which bids are sought. It includes instructions prescribing all conditions for bidding and shall be distributed to all prospective bidders simultaneously. The invitation to bid is used when the agency is capable of specifically defining the scope of work for which a contractual service is required or when the agency is capable of establishing precise specifications defining the actual good or group of goods required.

PROPOSAL - A written notice by a vendor setting forth the terms under which a vendor will furnish goods or services.

PURCHASE ORDER - An approved requisition to purchase one or more goods or services necessary to carry out operational functions of the Requesting Department.

PURCHASE ORDER CHANGE ORDER - A monetary increase or line item change to an original purchase order or other contract conditions is reported on a Change Order Request Form.

REQUEST FOR INFORMATION (RFI) - An RFI, while not a procurement category, is an important tool used to increase knowledge about goods or services and their availability and capability. RFI is a formal method of gathering information about a good or service. It should be used when the requestor for the good or service is not knowledgeable regarding the current “state-of-the-art” in the area under consideration.

REQUEST FOR PROPOSALS (RFP) - A written solicitation for competitive sealed proposals with the title, date, and hour of the public opening designated. The Request for Proposals is used when the agency is incapable of specifically defining the scope of work for which the good, group of goods, or contractual service is required and when the agency is requesting that a qualified vendor propose a good, group of goods, or contractual service to meet the specifications of the solicitation document. It includes, but is not limited to, general information, applicable laws and rules, functional or general specifications, statement of work, proposal instructions, licensure, and evaluation criteria. Requests for Proposals shall state the relative importance of price and any other evaluation criteria such as licensure.

REQUEST FOR QUALIFICATIONS (RFQ) - This procurement approach differs from the traditional Request for Proposal approach and places greater emphasis on the actual qualifications and licensure of the potential contractor, his or her track record, rather than how well the potential contractor responds to detailed project specifications and requirements.

REQUESTING DEPARTMENT - The Department originating the purchase request.

REQUISITION - A request to purchase one or more goods or services necessary to carry out operational functions for the Requesting Department. An approved requisition becomes a purchase order.

RESPONSIBLE/RESPONSIVE BIDDER - A person who has the capability in all respects to perform fully the contract requirements and has the integrity and reliability that will assure good faith performance. A person who has submitted a bid or proposal that conforms in all material respects and who possesses all applicable licensing requirements of the formal solicitation.

SOLE SOURCE - Shall mean the only source of good or service relative to kind and availability.

SPECIFICATIONS - A written description of needed goods or services setting forth in a clear and concise manner the characteristics of the goods and/or services to be purchased and the circumstances under which the purchase will be made.

VENDOR - A supplier of goods or services.

EXHIBITS

Samples of Forms Referenced in Purchasing Manual

*Purchasing Forms can be found in the G-Drive

DISPOSAL PROCESS

- Surplus Property / Request to Transfer or Declare Surplus Form

FORMAL SOLICITATION

- Formal Solicitation Request Form

SOLE SOURCE & SINGLE SOURCE STANDARDIZATION JUSTIFICATION

- Sole Source / Single Source Standardization Request Form


Page 40 of 45

[illegible]

Sample
Page 1 of 3

Solicitation Request Form

(For projects \$50,000 and over)



Only typed copies will be accepted. All boxes must be completed

Date:

Requested By:

Anticipated Start Date:

PO/Contract:

Project Name:

Requesting Department:

Timeline for Completion:

Term Length:

Renewal Options:

District(s):

Committee(s):

Payment Terms:

Comments:

Budget Section

Amount Budgeted:

Account Code:

Construction Costs:

Contingency Costs:

Capital Budget:

Account Code:

Engineering Costs:

TOTAL PROJECT COST:

Specialty Fund:

Account Code:

FF&E Costs:

Budget Comments:

Supplemental Suppliers (Attach additional pages if needed):

Company Name		E-mail Address	
1	<input style="width: 150px;" type="text"/>	<input style="width: 150px;" type="text"/>	
2	<input style="width: 150px;" type="text"/>	<input style="width: 150px;" type="text"/>	
3	<input style="width: 150px;" type="text"/>	<input style="width: 150px;" type="text"/>	
4	<input style="width: 150px;" type="text"/>	<input style="width: 150px;" type="text"/>	
5	<input style="width: 150px;" type="text"/>	<input style="width: 150px;" type="text"/>	

Company Name		E-mail Address	
6	<input style="width: 150px;" type="text"/>	<input style="width: 150px;" type="text"/>	
7	<input style="width: 150px;" type="text"/>	<input style="width: 150px;" type="text"/>	
8	<input style="width: 150px;" type="text"/>	<input style="width: 150px;" type="text"/>	
9	<input style="width: 150px;" type="text"/>	<input style="width: 150px;" type="text"/>	
10	<input style="width: 150px;" type="text"/>	<input style="width: 150px;" type="text"/>	

RFP / RFQ Only

For the RFP and RFQ process, evaluation criteria and suggested Selection Committee members must also be submitted. Please refer to Purchasing Policies and Procedures Manual for membership criteria. Contact the Purchasing Division for assistance with any of these requirements.

Member #1

Member #2

Member #3

Members #4 and #5 to be chosen by the Purchasing Department

Member #4

Member #5

Sample
Page 2 of 3

**REQUIRED INFORMATIONAL DOCUMENTS
- MUST BE SUBMITTED FOR APPROVAL -**

Hard copies of all applicable documents listed below for incorporation into the BID/RFP/RFQ/RFI must be attached.

☐ Scope of Work ☐ Specifications ☐ Bid Form(s) ☐ Plans/Pictures/Diagrams

*Upon approval, WORD/EXCEL Documents must be emailed to the Purchasing Division. (Plans may be submitted as a PDF)

Brief Description of Intent and Scope of Project (3-4 sentence summary of the key project details:

Vendor Minimum
Requirements:

Vendor Required
Licenses/Certifications:

MOT Required: ☐

AIA Form Required: ☐

C&S Reprographics Needed for Plans: ☐

Solicitation involves a Single Source Standardized product: ☐

Pre-Bid Conference:

☐

Pre-Bid Type:

☐

MANDATORY Pre-Bid
*Only those vendors who are present will be permitted to
submit a bid/proposal in response to that solicitation

☐

	On-Site Location	Address	District Staff/Consultants Required to Attend
1			
2			
3			

Additional Comments:

Sample
Page 3 of 3

SOLICITATION CLASSIFICATION

(To be completed by the Purchasing Director)

☐ Invitation to Bid (BID) ☐ Request for Proposal (RFP) ☐ Request for Information (RFI) ☐ Request for Qualifications (RFQ)

BID #: _____ RFP #: _____ RFI #: _____ RFQ #: _____

Approvals:

1. _____ Requested By (End User)	_____ Date	Rejected Incomplete <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Additional Information Needed <i>(see comments below)</i> Date Rejected: _____ Date Rejected: _____ Date Rejected: _____ Date Rejected: _____
2. _____ Department Director	_____ Date		
3. _____ Budget Director	_____ Date		
4. _____ Purchasing Director	_____ Date		
5. _____ District Manager	_____ Date		

Executed Solicitation Request Form &
All Required Documents Received

Date Received by Purchasing: _____

Date Received by Buyer: _____

Comments: _____

F.S. 838.22 Bid Tampering

(1) It is unlawful for a public servant, with corrupt intent to influence or attempt to influence the competitive bidding process undertaken by any state, county, municipal, or special district agency, or any other public entity, for the procurement of commodities or services to: (a) Disclose material information concerning a bid or other aspects of the competitive bidding process when such information is not publicly disclosed. (b) Alter or amend a submitted bid, documents or other materials supporting a submitted bid, or bid results for the purpose of intentionally providing a competitive advantage to any person who submits a bid. (2) It is unlawful for a public servant, with corrupt intent to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services.

Sole Source Single Source Standardization Request and Justification Form



Date:

Source Type:

District:

Requested By:

Requesting Department:

Commodity / Service:

A Sole Source purchase is defined as a non-competitive purchase of supplies, equipment and contractual services that is either: the only item that will produce the desired results; or is available from only one source of supply who possesses the unique and singularly available capability to meet the requirement of the solicitation (such as technical qualifications, ability to deliver at a particular time, or services from a public utility). A Single Source Standardization purchase is when there is functional or performance requirements and there is only one economically feasible product for that purchase; however, there may be multiple sources to purchase from. Per State Statute, all Sole Source requests must be publicly posted for seven (7) business days.

VENDOR/MANUFACTURER INFORMATION

Company Name:

Company Address:

Contact Name:

Phone #:

Email:

JUSTIFICATION

1. Describe all products and/or services to be procured under this exemption:

2. Briefly explain why it is in the best interest of the District to exempt this procurement from competition:

3. What steps were taken to verify that these features are not available elsewhere?

Other brands/manufacturers were examined (please list name and phone numbers, and explain why they are not suitable for use by the District- attach additional pages as necessary, do not leave blank):

Other vendors were contacted (please list names and phone numbers, and explain why those contacted would not meet the needs of the District - attach additional pages as necessary, do not leave blank):

SAMPLE
Page 2 of 2

4. Attach documentation from the manufacturer certifying the vendor selected is the only distributor/dealer/contractor for the products or services in question and/or holds the production, unique capability, copyrights, trademark, and/or patent to the item, and check the following applicable statements:

- ☐ Patent, copyright or unique design restrictions (*Sole Source*) *Attach verification from Manufacturer*
- ☐ Proprietary rights in technical data and/or product formulations (e.g. cleaning compounds, lubricating oils, paint, etc.), which can only be determined through extensive laboratory analysis and examination (*Sole Source*) *Attach verification from Manufacturer*
- ☐ Only producer, such as utility supplier or construction material supplier, that will meet the specialized needs of the department or perform the intended function (*Sole Source*) *Attach verification from Manufacturer*
- ☐ Direct replacement parts, equipment or supplies that must be compatible with original equipment already installed but available only from the original equipment manufacturer. Most manufacturers have more than one dealer or distributor for their products. When this is the case, competition between dealers and/or distributors may be possible, eliminating the "sole or single source" restriction (*Single Source*) *Attach verification from Manufacturer*
- ☐ When tests and/or demonstrations of equipment, supplies, part, etc. under actual operating conditions reveal superior quality, performance, design or other characteristics in a product(s), which is available from only one source. Testing must be performed as often as practical (*Single Source*) *Attach verification from Manufacturer*
- ☐ Maintenance, repair services or warranty which require specialized test equipment, procedures, and technical expertise available only from the original equipment manufacturer or authorized/ licensed dealer/ field service representative (*Single Source*) *Attach verification from Manufacturer*
- ☐ The part(s)/equipment are required to permit standardization (*Standardization*)
Must provide justification. For brand-specific items, quotes should still be obtained
- ☐ Other: None or some of the above apply. *Detailed explanation and justification for this sole source/single source standardization request must be attached to this form*

Approvals:

1. <div style="border: 1px solid black; height: 20px; width: 150px; background-color: #e0e0ff;"></div>	Date _____		
Requested By (End User)			
2. _____	Date _____	<input type="checkbox"/>	Date Rejected: _____
Department Director			
3. _____	Date _____	<input type="checkbox"/>	Date Rejected: _____
Purchasing Director			
4. _____	Date _____	<input type="checkbox"/>	Date Rejected: _____
District Manager			

Comments:

Board Approved: ☐ Yes ☐ No Date: _____

The Villages®

Community Development Districts

Purchasing

Policies & Procedures

Revised Date:
April 2019



VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT
VILLAGE COMMUNITY DEVELOPMENT DISTRICTS 1 - 10

PURCHASING POLICIES & PROCEDURES MANUAL

*Effective Date: October 1, 2007
(rev. June 2009)*

Purchasing Thresholds

Old Purchasing Thresholds

OLD VALUES	OLD REQUIREMENTS
Estimated Value \$1,000.00 or Less	Small purchases of \$1,000 or less which are not covered under a bid agreement / contract have no mandatory quotation or bid requirements.
Estimated Value \$1,000.01 to \$2,500.00	Requires a single phone quote by the user department. Written documentation as to vendor name and price quoted shall be on file with the user department.
Estimated Value \$2,500.01 to \$5,000.00	The user department shall request two (2) or more written quotes. Written documentation of vendor names and amount quoted shall be sent to the Purchasing Department.
Estimated Value \$5,000.01 - \$24,999.99	The User Department shall solicit three (3) written quotes from vendors. Once quotes are received, the User Department shall initiate the Purchase Order process with a Purchase Requisition.

New Purchasing Thresholds

NEW VALUES	NEW REQUIREMENTS
Estimated Value \$4,999.99 or less	Quotes are not required, but they are encouraged.
Estimated Value \$5,000.000 to less than \$24,999.99	Three quotes are required; can use online pricing & catalogs.
Estimated Value \$25,000.00 and less than \$49,999.99 (within one fiscal year)	Three written quotes required; specification package submitted to Purchasing to obtain quotes.
Estimated Value \$50,000.00 and over (Agreement and PO required)	Competitive formal solicitation procedures are required.

Change Orders

A change to a purchase order requires a purchase order change order if a change is necessary to correct errors, omissions, discrepancies and/or to make monetary increases.

Levels	Authorized Approvers	Category Requirements	Required Documentation
Category 1 Non-monetary change	Department Director, Finance & Purchasing Director	Only changing an account number, or location address, no matter the dollar amount.	A completed Change Order Form with all supporting documentation
Category 2 Monetary change is less than \$24,999.99	Department Director, Finance & Purchasing Director	Any non-contractual PO/CO if the PO/CO does not cause the total purchase price (original purchase order plus all change orders) to exceed \$24,999.99	A completed Change Order Form with all supporting documentation
Category 3 Monetary change is between \$25,000 and less than \$49,999.99 (within 1 fiscal year)	Department Dir., Finance, Purchasing Director & District Manager or Assistant District Manager	Non-contractual PO/CO if the PO/CO does not cause the total purchase price (original PO plus all COs) to exceed \$49,999.99	A completed Change Order Form with all supporting documentation
Category 4 Monetary change orders for contractual purchases from a formal solicitation less than 15% or \$25,000	Department Dir., Finance, Purchasing Director & District Manager or Assistant District Manager	Formally Solicited Contractual Purchase Order that previously required Board approval	A completed Change Order Form with all supporting documentation
Category 5 Monetary change orders for contractual purchases from a formal solicitation in excess of 15% or \$25,000**	Category 4 Approvers & Board Chairperson or Vice Chair in his absence	Formally Solicited Contractual Purchase Order that previously required Board approval	A completed Change Order Form with all supporting documentation

**All expenditures in excess of 15%, or \$25,000, whichever is higher, must be approved by the Board in advance of incurring such expense; however, in the case of an emergency expenditure affecting the health, safety or welfare of the District, its residents, or landowners, such expenditures must be approved in advance by the District Manager or Assistant District Manager and presented at the next Board meeting.

Formal Solicitations

Formal solicitation procedures are required for purchases which exceed or will exceed \$49,999.99 both individually and collectively annually and are initiated using Invitations to Bid (ITBs), Requests for Proposals (RFPs), Requests for Qualifications (RFQs), and Requests for Information (RFIs).

INVITATION TO BID (ITB) – An Invitation to Bid (ITB) involves the issuance of a formally advertised solicitation which calls to vendors to submit a sealed bid for a product or service with clear specifications and adequate available competition. ***Price is the determining factor based on the lowest most responsible and responsive bidder whose bid will be most advantageous to the District.***

REQUEST FOR PROPOSALS (RFP) – A Request for Proposal (RFP) is described as a request for products or services in which case other reasons for award, other than price, are *the main consideration such as qualifications, technology used and experience with the ability to negotiate being desired or required.* An RFP is evaluated by a formal Selection Committee and awarded to the highest scored, most responsible/responsive proposer.

REQUEST FOR QUALIFICATIONS (RFQ) – A Request for Qualifications (RFQ) is a procurement approach which places greater emphasis on the actual qualifications and licensure of the potential vendor, his or her track record, rather than how well the potential vendor responds to detailed project specifications and requirements.

REQUEST OF INFORMATION (RFI) – A Request for Information (RFI) is an important tool used to increase knowledge about goods or services and their availability and capability. An RFI should be used when the requestor for the good or service is not knowledgeable regarding the current “state-of-the-art” in the area under consideration.

Solicitation Request Form

Solicitation Request Form
(For projects \$50,000 and over)

The Villages®
Community Development Districts
Purchasing

Print Form

Only typed copies will be accepted. All boxes must be completed

Increased threshold amount

Date: Project Name:

Requested By: Requesting Department: District(s):

Anticipated Start Date: Timeline for Completion: Committee(s):

PO/Contract: Term Length: Renewal Options: Payment Terms:

Comments:

New section added for Budget amounts and comments

Budget Section

Amount Budgeted: Capital Budget: Specialty Fund:

Account Code: Account Code: Account Code:

Construction Costs: Engineering Costs: FF&E Costs:

TOTAL PROJECT COSTS:

Budget Comments:

Clear & concise breakdown of cost area

Agreements & Automatic Renewals

The authority to enter into agreements for the purchase of solicited goods and services at or exceeding \$50,000 in cumulative value shall be presented by the Purchasing Director or District Manager to the applicable District Board for review and approval. All agreements shall be deemed to include all provisions of Florida Statute 190.033 and 287.058 and also other laws pertaining to District Government.

Any agreements resulting from a formal solicitation listing **Automatic Renewal terms** in the agreement for any or all additional periods must be presented to the appropriate Board in an agenda item when requesting approval of award.

If there are no price changes, then the renewal does not have to be presented to the Board for approval.

However, if any pricing is to change, all renewal/amendments must be presented to the appropriate Board for approval.

Piggyback Agreements and Utilization Of Cooperative/Consortium Agreements

Piggyback Agreements

- As a governmental entity, the District has the ability to gain an economy of scale advantage and utilize agreements that have been formally solicited by another governmental entity.

Utilization Of Cooperative/Consortium Agreements

- Similar to “Piggybacking” agreements, the District has the ability to utilize an active agreement from another agency that has been formally solicited by a Cooperative/Consortium in which the District is an active member.

Sole Source/ Single Source Standardization Request and Justification Process

- **Sole Source Purchase** — Completed Sole Source/Single Source Standardized Request & Justification form containing a written statement confirming that a search for an alternative source was made and justification as to why the source selected is the only acceptable vendor fitting the need.
- **Single Source Standardized Purchase** - Completed Sole Source/Single Source Standardized Request & Justification Form containing a written justification for the request based on issues such as, but not limited to, purchase economies, safety considerations, training and/or maintenance economies.

Best Practices and Training



Tightening the processes based on “Best Practices” through research, due diligence, and collaboration with other municipalities within the state of Florida.

Training program for end user for the updated procedures, thresholds and requirements.



QUESTIONS??

Mark LaRock,
Purchasing Director
mark.larock@districtgov.org

Thank you!



AGENDA REQUEST

TO: Board of Supervisors
Village Center Community Development District

FROM: Richard J. Baier, District Manager

DATE: 4/10/2019

SUBJECT: **Final Review of Board Operating Policies and Procedures**

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:



AGENDA REQUEST

TO: Board of Supervisors
Village Center Community Development District

FROM: Anne Hochsprung, Finance Director

DATE: 4/10/2019

SUBJECT: **Financial Statements**

ISSUE: Budget to Actual Statements as of February 28, 2019.

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

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

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND OPERATING BUDGET
BUDGET TO ACTUAL STATEMENT AS OF: February 28, 2019 (Unaudited)
Five (5) Months of Operations - 41.67% of Year

Account Number	Description of Account		Annual Budget	Actual Information		Year-to-Date Variance	Percent of Annual Budget	Footnotes
				Current Month Actual	Year-to-Date Actual			
	REVENUES:					Over/(Under)		
338000	Management Fees - Intergovernmental		\$ 5,648,855	\$ 470,721	\$ 2,353,808	\$ (3,295,047)	41.67%	
338000	Fees for Services - Intergovernmental		21,035,968	1,752,994	8,765,010	(12,270,958)	41.67%	
338000	Tech Service Fees - Intergovernmental		746,690	62,226	311,108	(435,582)	41.66%	
341301	Admin Fees from Developer		144,468	12,039	60,195	(84,273)	41.67%	
341302	Recreation Fees from Developer		1,222,840	101,903	509,519	(713,321)	41.67%	
341307	Tech Service Fees from Developer		39,272	3,273	16,361	(22,911)	41.66%	
341308	Tech Service Fees from CSU		29,167	2,431	12,150	(17,017)	41.66%	
341309	Tech Service Fees from SWCA		142	12	58	(84)	40.85%	
341310	Admin Service Fees from CSU		204,224	17,019	85,091	(119,133)	41.67%	
341311	Admin Service Fees from SWCA		9,004	750	3,754	(5,250)	41.69%	
341312	Admin Service Fees from FWCA		16,194	1,350	6,744	(9,450)	41.65%	
341313	Admin Service Fees from Tri-County Sntn		8,348	696	3,476	(4,872)	41.64%	
341314	Admin Service Fees from SSU		26,039	2,170	10,849	(15,190)	41.66%	
341315	Tech Service Fees from FWCA		2,119	177	880	(1,239)	41.53%	
341316	Tech Service Fees from SSU		3,144	262	1,310	(1,834)	41.67%	
341317	Community Watch from Developer		470,502	44	224	(470,278)	0.05%	A
341900	Other General Government Charges		42,000	12,168	25,351	(16,649)	60.36%	
361110	Interest Income		60,500	21,110	100,673	40,173	166.40%	B
361307	Unrealized Gain or Loss- LTIP		-	50,768	(23,909)	(23,909)	0.00%	C
366010	Donations - Other		35,000	3,775	22,254	(12,746)	63.58%	
	Total Revenues:		\$ 29,744,476	\$ 2,515,888	\$ 12,264,906	\$ (17,479,570)	41.23%	
	EXPENDITURES :					Under/(Over)		
500100	Salaries and Wages		\$ 18,275,797	\$ 1,297,630	\$ 6,742,767	\$ 11,533,030	36.89%	
500200	Employee Benefits		5,860,425	566,519	2,550,193	3,310,232	43.52%	
	Subtotal Personal Service Expenses		24,136,222	1,864,149	9,292,960	14,843,262	38.50%	
500310	Professional Services		486,778	34,307	162,403	324,375	33.36%	
500340	Other Contractual Services		1,160,476	86,551	444,546	715,930	38.31%	
500400	Travel & Per Diem		71,087	2,835	14,957	56,130	21.04%	
500410	Communications & Freight Services		425,757	27,705	106,684	319,073	25.06%	
500430	Utilities Services		100,772	5,528	32,685	68,087	32.43%	
500440	Rentals & Leases		834,484	71,677	341,751	492,733	40.95%	
500460	Repairs & Maintenance Services		312,386	11,493	71,789	240,597	22.98%	
500470	Printing & Binding		211,745	723	70,562	141,183	33.32%	
500480	Promotional Activities		339,430	5,718	84,248	255,182	24.82%	
500490	Other Current Charges		37,272	-	13,791	23,481	37.00%	
500510	Office Supplies		73,886	3,470	19,665	54,221	26.62%	
500520	Operating Supplies		1,037,040	41,662	289,343	747,697	27.90%	
500540	Books, Publications, Subscriptions & Dues		135,013	5,682	30,837	104,176	22.84%	
	Subtotal Operating Expenses		5,226,126	297,351	1,683,261	3,542,865	32.21%	
500641	Vehicles		450,853	-	32,383	418,470	7.18%	D
500642	Capital FF&E		938,963	-	-	938,963	0.00%	E
500600	Capital Project Expense		1,389,816	-	32,383	1,357,433	2.33%	
	Total Expenditures		\$ 30,752,164	\$ 2,161,500	\$ 11,008,604	\$ 19,743,560	35.80%	
	Change in Unreserved Net Position		\$ (1,007,688)	\$ 354,388	\$ 1,256,302	\$ 2,263,990		
	Change in Unreserved Net Position indicates a budgeted use of Working Capital.							

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
VILLAGE OF SPANISH SPRINGS (VOSS) BUDGET
BUDGET TO ACTUAL STATEMENT AS OF: February 28, 2019 (Unaudited)
Five (5) Months of Operations - 41.67% of Year

				Actual Information				
Account Number	Description of Account		Annual Budget	Current Month Actual	Year-to-Date Actual	Year-to-Date Variance	Percent of Annual Budget	Footnotes
	REVENUES:					Over/(Under)		
325214	CAM & Road Maintenance Assessments		\$ 1,299,311	\$ 216,552	\$ 1,082,759	\$ (216,552)	83.33%	A
341999	Miscellaneous Revenue		2,000	4,483	4,483	2,483	224.15%	B
361000	Interest Income		13,700	4,032	18,161	4,461	132.56%	C
361404	Realized Gain or Loss-FMlvt		-	-	3	3	0.00%	
361409	Realized Gain (Loss)-FLFIT		-	813	2,014	2,014	0.00%	C
362003	Ground Lease		1,116	-	1,071	(45)	95.97%	D
362019	Rents & Leases		28,387	1,305	5,339	(23,048)	18.81%	
	Total Revenues:		1,344,514	227,185	1,113,830	(230,684)	82.84%	
361306	Unrealized Gain or Loss- FLGIT		-	664	2,191	2,191	0.00%	E
361307	Unrealized Gain or Loss- LTIP		-	11,715	(5,517)	(5,517)	0.00%	E
361309	Unrealized Gain or Loss-FLFIT		-	(25)	(162)	(162)	0.00%	C
	Total Available Resources:		\$ 1,344,514	\$ 239,539	\$ 1,110,342	\$ (234,172)	82.58%	
	EXPENDITURES:					Under/(Over)		
539311	Management Fee		\$ 140,313	\$ 11,692	\$ 58,469	\$ 81,844	41.67%	
539312	Engineering Services		6,500	2,340	2,346	4,154	36.09%	
539318	Technology Services		2,448	204	1,020	1,428	41.67%	
539319	Other Professional Services		4,057	145	823	3,234	20.29%	
539341	Janitorial (Porter) Services		73,243	6,410	30,831	42,412	42.09%	
539343	Systems Management Support		94,804	100	436	94,368	0.46%	F
539431	Utilities- Electricity		98,266	7,641	38,084	60,182	38.76%	
539432	Utilities- Natural Gas		557	44	169	388	30.34%	
539433	Utilities- Water & Sewer		4,025	367	1,772	2,253	44.02%	
539434	Irrigation Water		30,189	2,853	13,393	16,796	44.36%	
539442	Equipment Rental		1,500	-	-	1,500	0.00%	
539444	Storage Unit Rental		3,000	190	570	2,430	19.00%	
539461	Equipment Maintenance		500	-	-	500	0.00%	
539462	Building/Structure Maintenance		327,978	8,989	138,745	189,233	42.30%	
539463	Landscape Maintenance- Recurring		199,124	15,561	62,244	136,880	31.26%	
539464	Landscape Maintenance- Non-Recurring		115,554	-	-	115,554	0.00%	G
539468	Irrigation Repair		12,007	-	1,595	10,412	13.28%	
539469	Other Maintenance		303,937	14,128	91,957	211,980	30.26%	
539493	Permits & Licenses		250	-	-	250	0.00%	
539499	Miscellaneous Current Charges		15,000	5,750	12,466	2,534	83.11%	H
539522	Operating Supplies		2,700	-	346	2,354	12.81%	
539524	Non-Capital FF&E		8,300	-	49	8,251	0.59%	
	Subtotal Operating Expenditures		1,444,252	76,414	455,315	988,937	31.53%	
500633	Infrastructure		242,036	-	-	242,036	0.00%	I
500642	Capital FF&E		340,000	111,934	113,012	226,988	33.24%	I
	Subtotal Non-operating Expenditures		582,036	111,934	113,012	469,024	19.42%	
539916	Transfer to Road Maintenance Fund		38,765	3,230	16,155	22,610	41.67%	
	Subtotal Transfers		38,765	3,230	16,155	22,610	41.67%	
	Total Expenditures		\$ 2,065,053	\$ 191,578	\$ 584,482	\$ 1,480,571	28.30%	
	Change in Unreserved Net Position		\$ (720,539)	\$ 47,961	\$ 525,860	\$ 1,246,399		
	Change in Unreserved Net Position indicates a budgeted use of General R&R (\$233,460) and use of Working Capital (\$487,079).							

[illegible]

A	Annual revenue is billed in six monthly installments from October to March.						
B	Miscellaneous Revenue is for the 2018 BOA purchasing card rebate (\$2,578) and the FY 17/18 Jacobs repair true up (\$1,905).						
C	Interest Income includes monthly interest from CFB, our depository bank, investments with Florida Cooperative Liquid Assets Security System (FLCLASS), Florida Education Investment Trust Fund (FEITF) and Florida Fixed Income Trust (FLFIT).						
			Month	CFB	FLCLASS	FEITF	FLFIT
			Oct-18	1.64%	2.29%	2.26%	2.58%
			Nov-18	1.64%	2.41%	2.32%	2.64%
			Dec-18	1.73%	2.51%	2.46%	2.69%
			Jan-19	1.89%	2.63%	2.61%	2.76%
			Feb-19	1.89%	2.64%	2.61%	2.78%
D	Annual Ground Lease Agreement revenue for the two multi purpose hospitality stations is invoiced in January.						
E	FLGIT and LTIP unrealized gain/ loss will not be available until next month.						
			Month	FLGIT	LTIP		
			Oct-18	0.96%	-63.06%		
			Nov-18	3.37%	12.39%		
			Dec-18	6.73%	-53.31%		
			Jan-19	4.60%	76.17%		
			Feb-19	-	-		
F	Majority of budget is for the estimated bandwidth, server hosting and ONSSI renewal fee for the new cameras.						
G	Landscape Maintenance-Non Recurring charges do not occur on a routine basis.						
H	Misc Current Charges YTD expenditures are primarily for installation and storage of Christmas decorations at Spanish Springs (\$11,500) .						
I	Budgeted Capital Infrastructure is for mill and overlay for Citrus Exchange, El Mercado and La Riena. Capital FF&E YTD charges are for the start of the VOSS Camera Project.						

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT							
ROLLING ACRES PLAZA SPECIAL REVENUE FUND BUDGET							
BUDGET TO ACTUAL STATEMENT AS OF: February 28, 2019 (Unaudited)							
Five (5) Months of Operations - 41.67% of Year							
Account Number	Description of Account	Annual Budget	Actual Information		Year-to-Date Variance	Percent of Annual Budget	Footnotes
			Current Month Actual	Year-to-Date Actual			
	REVENUES:				Over/(Under)		
325214	CAM & Road Maintenance Assessments	\$ 107,669	\$ 10,977	\$ 96,692	\$ (10,977)	89.80%	A
341999	Miscellaneous Revenue	-	39	39	39	0.00%	
361000	Interest Income	1,950	541	2,594	644	133.03%	B
	Total Revenues:	\$ 109,619	\$ 11,557	\$ 99,325	\$ (10,294)	90.61%	
361307	Unrealized Gain or Loss- LTIP	-	1,527	(719)	(719)	0.00%	C
	Total Available Resources:	\$ 109,619	\$ 13,084	\$ 98,606	\$ (11,013)	89.95%	
	EXPENDITURES:				Under/(Over)		
539311	Management Fee	\$ 14,042	\$ 1,170	\$ 5,852	\$ 8,190	41.67%	
539318	Technology Services	439	37	180	259	41.00%	
539319	Other Professional Services	406	12	45	361	11.08%	
539411	Telephone	450	37	190	260	42.22%	
539431	Electricity	475	41	204	271	42.95%	
539434	Irrigation Water	4,694	176	1,301	3,393	27.72%	
536462	Building/Structure Maintenance	6,250	-	-	6,250	0.00%	D
539463	Landscape Maintenance- Recurring	25,331	1,851	9,254	16,077	36.53%	
539464	Landscape Maintenance- Non-Recurring	2,250	-	-	2,250	0.00%	E
539467	Gate Maintenance	2,958	201	803	2,155	27.15%	
539468	Irrigation Repair	1,569	-	-	1,569	0.00%	
539469	Other Maintenance	8,700	-	495	8,205	5.69%	F
539522	Operating Supplies	200	-	-	200	0.00%	
	Subtotal Operating Expenses	67,764	3,525	18,324	49,440	27.04%	
539633	Capital Outlay Expenditures - Infrastructure	53,850	-	-	53,850	0.00%	G
	Subtotal Non-Operating Expenditures	53,850	-	-	53,850	0.00%	
539916	Transfer to Road Maintenance Fund	27,437	2,286	11,435	16,002	41.68%	
	Subtotal Transfers	27,437	2,286	11,435	16,002	41.68%	
	Total Expenditures	\$ 149,051	\$ 5,811	\$ 29,759	\$ 119,292	19.97%	
	Change in Unreserved Net Position	\$ (39,432)	\$ 7,273	\$ 68,847	\$ 108,279		
	Change in Unreserved Net Position indicates a budgeted use of Working Capital						
	Fund Balance Analysis:	Balance Forward 09/30/18	Current Month Actual	Year to Date Actual	Current Balance		
	Unassigned	\$ 171,950	\$ 7,273	\$ 68,847	\$ 240,797		
	Committed General R&R Reserve	80,000	-	-	80,000		
	Total Fund Balance	\$ 251,950	\$ 7,273	\$ 68,847	\$ 320,797		

Footnotes:									
A	Revenue is billed in six monthly installments from October to March. Target requested their assessment be billed in one annual invoice which was done in October.								
B	Interest Income includes monthly interest from CFB, our depository bank, and investments with Florida Cooperative Liquid Assets Security System (FLCLASS).								
		Month	CFB	FLCLASS					
		Oct-18	1.64%	2.29%					
		Nov-18	1.64%	2.41%					
		Dec-18	1.73%	2.51%					
		Jan-19	1.89%	2.63%					
		Feb-19	1.89%	2.64%					
C	LTIP unrealized gain/ loss will not be available until next month.								
		Month	LTIP						
		Oct-18	-63.06%						
		Nov-18	12.39%						
		Dec-18	-53.31%						
		Jan-19	76.17%						
		Feb-19	-						
D	Oak Meadows budgeted maintenance for miscellaneous repairs (wall painting, parking lots, fences, etc.) has not occurred to date.								
E	Landscape Maintenance Non-Recurring charges do not occur on a routine basis.								
F	Majority of budgeted expenses for tree maintenance, pressure washing, etc. have not occurred to date.								
G	Budgeted Capital Expenditures are for Oak Meadow entry fence replacment (\$15,000) and a chain link fence replacement (\$38,850).								

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
ROAD MAINTENANCE SPECIAL REVENUE FUND BUDGET
BUDGET TO ACTUAL STATEMENT AS OF: February 28, 2019 (Unaudited)
Five (5) Months of Operations - 41.67% of Year

			Actual Information					
Account Number	Description of Account	Annual Budget	Current Month Actual	Year-to-Date Actual	Year-to-Date Variance	Percent of Annual Budget	Footnotes	
	REVENUES:				Over/(Under)			
325214	Road Maintenance Assessments	\$ 36,606	\$ -	\$ 36,605	\$ (1)	100.00%	A	
361101	Interest Income	3,700	805	3,916	216	105.84%	B	
361404	Realized Gain or Loss - FMIvT	-	-	1	1	0.00%		
361409	Realized Gain or Loss - FLFIT	-	409	1,014	1,014	0.00%	B	
	Total Revenues:	40,306	1,214	41,536	1,230	103.05%		
381005	Transfer-in from VOSS & Rolling Acres	66,202	5,516	27,590	(38,612)	41.68%		
361306	Unrealized Gain or Loss - FLGIT	-	354	1,168	1,168	0.00%	C	
361307	Unrealized Gain or Loss - LTIP	-	3,473	(1,636)	(1,636)	0.00%	C	
361309	Unrealized Gain or Loss - FLFIT	-	(12)	(81)	(81)	0.00%	B	
	Total Available Resources:	\$ 106,508	\$ 10,545	\$ 68,577	\$ (37,931)	64.39%		
	EXPENDITURES:				Under/(Over)			
539311	Management Fees	\$ 6,812	\$ 567	\$ 2,843	\$ 3,969	41.74%		
539318	Technology Services	200	17	81	119	40.50%		
539319	Other Professional Services	998	30	106	892	10.62%		
539462	Building/Infrastructure Maintenance	14,000	-	-	14,000	0.00%	D	
539469	Other Maintenance	11,500	-	-	11,500	0.00%	E	
	Subtotal Operating Expenditures	33,510	614	3,030	30,480	9.04%		
	Total Expenditures	\$ 33,510	\$ 614	\$ 3,030	\$ 30,480	9.04%		
	Change in Unreserved Net Position	\$ 72,998	\$ 9,931	\$ 65,547	\$ (7,451)			
	Change in Unreserved Net Position indicates a budgeted addition of \$72,998 to Working Capital							
	Fund Balance Analysis:	Balance Forward 09/30/18	Current Month Actual	Year to Date Actual	Current Balance			
	Unassigned	\$ 362,709	\$ 9,931	\$ 65,547	\$ 428,256			
	Committed General R&R Reserve	226,450	-	-	226,450			
	Total Fund Balance	\$ 589,159	\$ 9,931	\$ 65,547	\$ 654,706			
Footnotes:								
A	Annual revenue for maintenance assessments is billed in October.							
B	Interest Income includes monthly interest from CFB, our depository bank, and investments with Florida Cooperative Liquid Assets Security System (FLCLASS), and Florida Fixed income Trust (FLFIT).							
		Month	CFB	FLCLASS	FLFIT			
		Oct-18	1.64%	2.29%	2.58%			
		Nov-18	1.64%	2.41%	2.64%			
		Dec-18	1.73%	2.51%	2.69%			
		Jan-19	1.89%	2.63%	2.76%			
		Feb-19	1.89%	2.64%	2.78%			
C	FLGIT and LTIP unrealized gain/ loss will not be available until next month.							
		Month	FLGIT	LTIP				
		Oct-18	0.96%	-63.06%				
		Nov-18	3.37%	12.39%				
		Dec-18	6.73%	-53.31%				
		Jan-19	4.60%	76.17%				
		Feb-19	-	-				
D	Budgeted expenditures for rejuvenator at Paige Place (\$8,000) and road repairs (\$6,000) have not occurred to date.							
E	Budgeted expenditures for pressure washing at the crosswalks have not occurred to date.							

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
PUBLIC SAFETY DEPARTMENT SPECIAL REVENUE FUND BUDGET
BUDGET TO ACTUAL STATEMENT AS OF: February 28, 2019 (Unaudited)
Five (5) Months of Operations - 41.67% of Year

Five (5) months of Operations - 41.67% of Year								
			Actual Information					
Account Number	Description of Account		Annual Budget	Current Month Actual	Year-to-Date Actual	Year-to-Date Variance	Percent of Annual Budget	Footnotes
	REVENUES:					Over/(Under)		
325212	Fire Assessment- Lake County Residential		\$ 784,259	\$ 9,787	\$ 719,771	\$ (64,488)	91.78%	A
335211	Firefighter Supplemental Compensation		39,000	-	-	(39,000)	0.00%	B
338033	Safety Fees from RAD - Current		1,075,700	89,605	448,025	(627,675)	41.65%	
338034	Safety Fees from SLAD- Current		1,822,683	160,369	796,110	(1,026,573)	43.68%	
338035	Safety Fees from SLAD- Future		121,274	-	-	(121,274)	0.00%	
338036	Sumter County Fire Assessments		6,224,199	-	5,089,063	(1,135,136)	81.76%	A
338038	Sumter County Oxville Assessments		394,444	-	216,659	(177,785)	54.93%	A
338039	Sumter County Medical Assessments		7,098,803	-	-	(7,098,803)	0.00%	C
338040	Management Fees - Community Watch		275,214	22,795	113,979	(161,235)	41.41%	
338100	Safety Fees from RAD - Future		14,688	1,078	5,031	(9,657)	34.25%	
339201	Fire Protection - Fruitland Park		325,000	27,859	139,295	(185,705)	42.86%	
341999	Miscellaneous Revenue		26,000	26,942	38,424	12,424	147.78%	D
342401	CPR Class Fees		9,300	805	2,942	(6,358)	31.63%	
342999	Other Public Safety Fees		-	-	73	73	0.00%	
361100	Interest Income		29,500	12,758	40,725	11,225	138.05%	E
364001	Disposition of Fixed Assets		43,500	-	-	(43,500)	0.00%	
366000	Donations		-	285	1,420	1,420	0.00%	F
361404	Realized Gain(Loss) - FMIvT		-	-	13	13	0.00%	
361409	Realized Gain(Loss) - FLFIT		-	3,933	9,750	9,750	0.00%	E
	Total Revenues:		18,283,564	356,216	7,621,280	(10,662,284)	41.68%	
361306	Unrealized Gain or Loss- FLGIT		-	3,641	12,016	12,016	0.00%	G
361307	Unrealized Gain or Loss- LTIP		-	46,705	(21,996)	(21,996)	0.00%	G
361309	Unrealized Gain or Loss - FLFIT		-	(121)	(783)	(783)	0.00%	E
	Total Available Resources:		\$ 18,283,564	\$ 406,441	\$ 7,610,517	\$ (10,673,047)	41.62%	
	EXPENDITURES:					Under/(Over)		
500110	Personnel Services		\$ 12,931,636	\$ 1,073,644	\$ 5,104,178	\$ 7,827,458	39.47%	
500310	Professional Services		388,359	35,798	175,213	213,146	45.12%	
500320	Accounting & Auditing		8,649	4,305	6,458	2,191	74.67%	
500340	Other Contractual Services		454,889	17,624	225,168	229,721	49.50%	
500400	Travel & Per Diem		39,754	2,066	38,639	1,115	97.20%	H
500410	Communications & Freight		44,066	4,389	17,340	26,726	39.35%	
500430	Utility Service		178,001	8,095	47,494	130,507	26.68%	
500440	Rentals & Leases		224,805	11,431	54,305	170,500	24.16%	
500450	Insurance Premiums		169,177	248	161,827	7,350	95.66%	I
500460	Repair & Maintenance		741,791	54,642	182,704	559,087	24.63%	
500490	Other Current Charges		18,103	-	3,785	14,318	20.91%	
500510	Office Supplies		37,797	1,441	5,923	31,874	15.67%	
500520	Operating Supplies		1,368,355	135,936	333,506	1,034,849	24.37%	
500540	Books, Dues & Subscriptions		199,289	38,243	77,748	121,541	39.01%	
	Subtotal Operating Expenditures		16,804,671	1,387,862	6,434,288	10,370,383	38.29%	
500622	Buildings		116,950	114,723	284,993	(168,043)	243.69%	J
500641	Vehicles		1,310,000	1,013	129,712	1,180,288	9.90%	J
500642	Capital FF&E		208,750	-	79,777	128,973	38.22%	J
	Subtotal Non-operating Expenditures		1,635,700	115,736	494,482	1,141,218	30.23%	
500911	Transfer to General R&R Reserve		100,000	8,333	41,669	58,331	41.67%	
500920	Transfer to Vehicle Equipment R&R		508,000	42,333	211,669	296,331	41.67%	
	Subtotal Reserve Transfers		608,000	50,666	253,338	354,662	41.67%	
	Total Expenditures		\$ 19,048,371	\$ 1,554,264	\$ 7,182,108	\$ 11,866,263	37.70%	
	Change in Unreserved Net Position		\$ (764,807)	\$ (1,147,823)	\$ 428,409	\$ 1,193,216		
	Change in Unreserved Net Position indicates a budgeted Addition to Working Capital of \$70,193 and Use of Committed Vehicle/Equipment R&R Reserve of (\$835,000).							

	Fund Balance Analysis:		Balance Forward 09/30/18	Current Month Actual	Year to Date Actual	Current Balance			
	Unassigned		\$ 5,434,005	\$ (1,147,823)	\$ 428,409	\$ 5,862,414			
	Committed General R&R Reserve		2,481,989	8,333	41,669	2,523,658			
	Committed R&R Vehicle/Equipment		-	42,333	211,669	211,669			
	Total Fund Balance		\$ 7,915,994	\$ (1,097,157)	\$ 681,747	\$ 8,597,741			

A	Fire assessments start to be collected as tax bills are paid and assessments are received from the counties.						
B	Quarterly Supplemental Compensation payment has not been received.						
C	Sumter County Medical Assistance Revenue is received 3 or 4 times a year. Last year first payment was made in February.						
d	The majority of Miscellaneous Revenue consists of the BOA annual purchasing card rebate (\$15,366) and paramedic services at Special Events (\$23,058).						
E	Interest Income includes monthly interest from CFB, our depository bank, and investments with Florida Cooperative Liquid Assets Security System (FLCLASS), Florida Education Investment Trust Fund (FEITF), and Florida Fixed Income Trust (FLFIT).						
		Month	CFB	FLCLASS	FEITF	FLFIT	
		Oct-18	1.64%	2.29%	2.26%	2.58%	
		Nov-18	1.64%	2.41%	2.32%	2.64%	
		Dec-18	1.73%	2.51%	2.46%	2.69%	
		Jan-19	1.89%	2.63%	2.61%	2.76%	
		Feb-19	1.89%	2.64%	2.61%	2.78%	
F	Unbudgeted funds received for employee appreciation.						
G	FLGIT and LTIP unrealized gain/ loss will not be available until next month.						
		Month	FLGIT	LTIP			
		Oct-18	0.96%	-63.06%			
		Nov-18	3.37%	12.39%			
		Dec-18	6.73%	-53.31%			
		Jan-19	4.60%	76.17%			
		Feb-19	--	--			
H	Travel and Per Diem expenditures are running higher than anticipated budget due to the lodging for safety crew during the Paradise Station #43 reconstruction. A budget resolution will be processed once project is complete.						
I	Original insurance premiums for the fiscal year were paid in October.						
J	Buildings - Expenditures are for unbudgeted Paradise Station #43 reconstruction (\$246,443). A budget resolution will be processed once project is complete. Also expended Station #46 security system (\$38,550).						
	Unspent budgeted expenditures are for new roofs for Paradise Station #43 and EMS Station #21 and Security System for Station Belle Meade #42.						
	Vehicles - Expenditures are for the remaining purchase of Fire Prevention Vehicles #167 & #168 (\$50,362) and fire engine #114 . refurbishment (\$79,350).						
	Unspent budgeted expenditures are for a new engine at Station #47, engine replacement for vehicle #129, and a new rescue truck #165. Capital FF&E - Unspent budgeted expenditures are for LifePak-15 and Holmatro Jaws of Life for the 2 new engines.						

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
COMMUNITY STANDARDS SPECIAL REVENUE FUND OPERATING BUDGET
BUDGET TO ACTUAL STATEMENT AS OF: February 28, 2019 (Unaudited)
Five (5) Months of Operations - 41.67% of Year

Account Number	Description of Account	Annual Budget	Actual Information		Year-to-Date Variance	Percent of Annual Budget	Footnotes
			Current Month Actual	Year-to-Date Actual			
	REVENUES:				Over/(Under)		
338056	Community Standard Fees from RAD	\$ 70,077	\$ 5,840	\$ 29,197	\$ (40,880)	41.66%	
338058	Community Standard Fees from District 1	46,464	3,872	\$ 19,360	(27,104)	41.67%	
338059	Community Standard Fees from District 2	42,485	3,540	\$ 17,705	(24,780)	41.67%	
338060	Community Standard Fees from District 3	36,307	3,026	\$ 15,125	(21,182)	41.66%	
338061	Community Standard Fees from District 4	52,956	4,413	\$ 22,065	(30,891)	41.67%	
338062	Community Standard Fees from District 5	59,396	4,950	\$ 24,746	(34,650)	41.66%	
338063	Community Standard Fees from District 6	65,208	5,434	\$ 27,170	(38,038)	41.67%	
338064	Community Standard Fees from District 7	50,705	4,225	\$ 21,130	(29,575)	41.67%	
338065	Community Standard Fees from District 8	64,998	5,417	\$ 27,079	(37,919)	41.66%	
338066	Community Standard Fees from District 9	66,098	5,508	\$ 27,542	(38,556)	41.67%	
338067	Community Standard Fees from District 10	101,032	8,419	\$ 42,099	(58,933)	41.67%	
341303	Community Standard Fees from Developer	24,297	2,025	\$ 10,124	(14,173)	41.67%	
341999	Misc Revenue	-	129	\$ 129	129	0.00%	A
354001	Deed Compliance Fines	27,500	(1,750)	\$ 2,200	(25,300)	8.00%	B
361100	Interest Income	5,100	894	\$ 4,410	(690)	86.47%	C
361307	Unrealized Gain or Loss- LTIP	-	2,562	\$ (1,207)	(1,207)	0.00%	D
	Total Revenues:	\$ 712,623	\$ 58,504	\$ 288,874	\$ (423,749)	40.54%	
	EXPENDITURES:				Under/(Over)		
519100	Salary & Wages	\$ 288,158	\$ 19,472	\$ 99,817	\$ 188,341	34.64%	
519200	Employee Benefits	127,914	14,427	\$ 56,864	71,050	44.45%	
	Subtotal Personnel Services	416,072	33,899	156,681	259,391	37.66%	
519311	VCCDD Management Fees	154,951	12,912	64,567	90,384	41.67%	
514313	Legal Fees	60,900	8,494	33,357	27,543	54.77%	
519318	Technology Services	2,688	224	1,120	1,568	41.67%	
519319	Other Professional Services	254	22	78	176	30.71%	
519343	Systems Management Support	12,288	1,248	6,853	5,435	55.77%	
519411	Telephone	2,288	88	320	1,968	13.99%	
519412	Postage	2,000	108	397	1,603	19.85%	
519442	Equipment Rental	12,264	1,411	4,132	8,132	33.69%	
519465	Vehicle Repair & Maintenance	2,865	10	80	2,785	2.79%	
519469	Other Maintenance	15,000	-	800	14,200	5.33%	E
519471	Printing & Binding	2,000	-	173	1,827	8.65%	
519497	Legal Advertising	75	9	9	66	12.00%	
519511	Office Supplies	3,208	126	899	2,309	28.02%	
519521	Gasoline/Diesel	12,100	164	573	11,527	4.74%	F
519522	Operating Materials & Supplies	1,570	894	1,455	115	92.68%	G
519525	Non-Capital Hardware/Software	1,000	-	678	322	67.80%	H
519541	Books & Publications	100	-	-	100	0.00%	
519542	Training & Education	1,000	-	-	1,000	0.00%	
519993	Surplus Fines	10,000	-	-	10,000	0.00%	I
	Subtotal Operating Expenses	296,551	25,710	115,491	181,060	38.94%	
	Total Expenditures	\$ 712,623	\$ 59,609	\$ 272,172	\$ 440,451	38.19%	
	Change in Unreserved Net Position	\$ -	\$ (1,105)	\$ 16,702	\$ 16,702		

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT	
COMMUNITY STANDARDS SPECIAL REVENUE FUND OPERATING BUDGET	
BUDGET TO ACTUAL STATEMENT AS OF: February 28, 2019 (Unaudited)	
Five (5) Months of Operations - 41.67% of Year	

			Balance Forward 09/30/18	Current Month Actual	Year to Date Actual	Current Balance	
	Fund Balance Analysis:						
	Unassigned		\$ 379,348	\$ (1,105)	\$ 16,702	\$ 396,050	
	Committed - Deed Compliance		84,440	-	-	84,440	
	Total Fund Balance		\$ 463,788	\$ (1,105)	\$ 16,702	\$ 480,490	

Footnotes:

A	The Bank of America 2018 purchasing card rebate was received in February.
B	Deed Compliance Fines - YTD revenue shortage is the result of waived fines of \$1,750 versus newly issued fines of \$3,950.
C	Interest Income includes monthly interest from CFB, our depository bank and investments with Florida Cooperative Liquid Assets Security System (FLCLASS).
	Month CFB FLCLASS
	Oct-18 1.64% 2.29%
	Nov-18 1.64% 2.41%
	Dec-18 1.73% 2.51%
	Jan-19 1.89% 2.63%
	Feb-19 1.89% 2.64%
D	LTIP unrealized gain/ loss will not be available until next month.
	Month LTIP
	Oct-18 -63.06%
	Nov-18 12.39%
	Dec-18 -53.31%
	Jan-19 76.17%
	Feb-19 -
E	Deed compliance case related expenses are running lower than anticipated budget. Expenses normally pick up in the spring/summer.
F	Gasoline/Diesel expenditures are on a month lag basis as well as one vehicle not in service due to employee absence.
G	Department uniforms were purchased for the year.
H	Budgeted new computer was purchased in January.
I	Surplus Fines are related to the amount of deed compliance revenue collected in excess of expenses on closed cases. The excess funds are returned to the appropriate district.

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT	
RECREATION AMENITIES DIVISION (RAD)	
BUDGET TO ACTUAL STATEMENT AS OF: February 28, 2019 (Unaudited)	
Five (5) Months of Operations - 41.67% of Year	

				Actual Information			
Account Number	Description of Account		Annual Budget	Current Month Actual	Year-to-Date Actual	Year-to-Date Variance	Percent of Annual Budget
							Footnotes
	REVENUES:					Over/(Under)	
341318	Amenity Fees		\$ 39,178,621	\$ 3,296,189	\$ 16,404,696	\$ (22,773,925)	41.87%
341900	Other General Government Charges		266,680	60,974	\$ 180,803	(85,877)	67.80%
342900	Other Public Safety Charges & Fees		140,100	18,647	\$ 84,456	(55,644)	60.28%
347200	Parks & Recreation Fees & Charges		1,437,400	153,784	\$ 628,888	(808,512)	43.75%
361100	Interest Income		189,000	45,249	\$ 198,437	9,437	104.99%
361404	Realized Gain/Loss - FMIvT		-		\$ 152	152	0.00%
361409	Realized Gain/Loss - FLFIT		-	47,871	\$ 118,692	118,692	0.00%
362000	Rentals & Royalties		618,364	61,231	\$ 319,220	(299,144)	51.62%
364001	Disposition of Fixed Assets		-	-	\$ 5,285	5,285	0.00%
365001	Sale of Surplus Materials		-	443	\$ 992	992	0.00%
	Total Revenues:		41,830,165	3,684,388	17,941,621	(23,888,544)	42.89%
361306	Unrealized Gain or Loss- FLGIT		-	51,413	169,663	169,663	0.00%
361307	Unrealized Gain or Loss- LTIP		-	260,394	(122,634)	(122,634)	0.00%
361309	Unrealized Gain or Loss - FLFIT		-	(1,463)	(9,526)	(9,526)	0.00%
	Total Available Resources:		\$ 41,830,165	\$ 3,994,732	\$ 17,979,124	\$ (23,851,041)	42.98%
	EXPENSES :					Under/(Over)	
513311	Administrative Services		\$ 7,631,554	\$ 635,961	\$ 3,179,827	\$ 4,451,727	41.67%
500312	Engineering Services		65,200	20,687	\$ 48,527	16,673	74.43%
500313	Legal Services		75,000	472	\$ 13,783	61,217	18.38%
500316	Deed Compliance Services		70,077	5,840	\$ 29,197	40,880	41.66%
500318	Technology Services		183,410	15,284	\$ 76,422	106,988	41.67%
500319	Other Professional Services		60,100	3,527	\$ 12,624	47,476	21.00%
500310	Subtotal Professional Services		8,085,341	681,771	3,360,380	4,724,961	41.56%
500320	Accounting & Auditing Services		39,676	11,480	30,420	9,256	76.67%
500340	Other Contractual Services		3,411,927	267,911	1,327,559	2,084,368	38.91%
500410	Communications & Freight Services		157,099	8,738	47,820	109,279	30.44%
500430	Utilities Services		1,471,530	100,434	610,420	861,110	41.48%
500440	Rentals & Leases		37,698	2,222	12,329	25,369	32.70%
500450	Casualty & Liability Insurance		803,518	67,568	339,444	464,074	42.24%
500460	Repairs & Maintenance Services		9,272,252	547,614	2,929,884	6,342,368	31.60%
500470	Printing & Binding		234,750	16,764	77,544	157,206	33.03%
500480	Promotional Activities		56,000	2,238	10,138	45,862	18.10%
500490	Other Current Charges		107,555	13,856	89,493	18,062	83.21%
500510	Office Supplies		16,250	856	4,027	12,223	24.78%
500520	Operating Supplies		855,855	11,130	173,581	682,274	20.28%
	Subtotal Operating Expenses		16,464,110	1,050,811	5,652,659	10,811,451	34.33%
	Total Operating & Professional Expenses		24,549,451	1,732,582	9,013,039	15,536,412	36.71%
500622	Buildings		397,716	-	-	397,716	0.00%
500633	Infrastructure		1,617,683	-	437,636	1,180,047	27.05%
	Subtotal Capital Outlay		2,015,399	-	437,636	1,577,763	21.71%
500710	Debt Service Principal		8,830,000	-	8,830,000	-	100.00%
500721	Debt Service Interest		6,436,804	536,400	2,730,124	3,706,680	42.41%
	Subtotal Non-operating Expenses		15,266,804	536,400	11,560,124	3,706,680	75.72%
500911	Transfer to General R&R		2,000,000	166,666	833,338	1,166,662	41.67%
	Subtotal Transfers		2,000,000	166,666	833,338	1,166,662	41.67%
	Total Expenses		\$ 43,831,654	\$ 2,435,648	\$ 21,844,137	\$ 21,987,517	49.84%
	Change in Unreserved Net Position		\$ (2,001,489)	\$ 1,559,084	\$ (3,865,013)	\$ (1,863,524)	
	Change in Unreserved Net Position indicates a budgeted Addition to Working Capital of \$13,910 and Use of Unrestricted R&R General Reserve (\$2,015,399).						

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT	
RECREATION AMENITIES DIVISION (RAD)	
BUDGET TO ACTUAL STATEMENT AS OF: February 28, 2019 (Unaudited)	
Five (5) Months of Operations - 41.67% of Year	

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VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT							
LITTLE SUMTER SERVICE AREA UTILITY							
BUDGET TO ACTUAL STATEMENT AS OF: February 28, 2019 (Unaudited)							
Five (5) Months of Operations - 41.67% of Year							
			Actual Information				
Account Number	Description of Account		Annual Budget	Current Month Actual	Year-to-Date Actual	Year-to-Date Variance	Percent of Annual Budget
	REVENUES:					Over/(Under)	
341999	Miscellaneous Revenue		\$ 3,000	\$ 1,843	\$ 11,876	\$ 8,876	395.87%
343601	Water Fees- Residential		4,519,202	343,491	1,959,412	(2,559,790)	43.36%
343602	Water Fees- Commercial		446,759	33,429	188,812	(257,947)	42.26%
343603	Sewer Fees- Residential		4,743,867	400,627	2,046,458	(2,697,409)	43.14%
343604	Sewer Fees- Commercial		548,772	47,877	240,545	(308,227)	43.83%
343607	Meter/Water Impact Fees		3,000	-	-	(3,000)	0.00%
343609	Reconnect Fees		5,000	684	3,306	(1,694)	66.12%
343610	Fire Protection Water		28,221	2,942	14,639	(13,582)	51.87%
343611	Metered Irrigation Water		509,464	39,643	225,979	(283,485)	44.36%
343612	Metered Construction Water		-	75	690	690	0.00%
343613	NSF Check Fees		2,500	426	1,460	(1,040)	58.40%
343615	Miscellaneous Water & Sewer		80,000	-	7,655	(72,345)	9.57%
343616	Utility Late Penalty Fee		8,500	862	5,797	(2,703)	68.20%
361000	Interest Income		69,000	23,794	103,981	34,981	150.70%
361404	Realized Gain or Loss - FMIvT		-	-	36	36	0.00%
361409	Realized Gain or Loss - FLFIT		-	11,207	27,786	27,786	0.00%
365001	Sales of Surplus Material & Sc		6,000	-	3,197	(2,803)	53.28%
	Total Revenues:		10,973,285	906,900	4,841,629	(6,131,656)	44.12%
361306	Unrealized Gain or Loss- FLGIT		-	13,532	44,655	44,655	0.00%
361307	Unrealized Gain or Loss- LTIP		-	62,185	(29,286)	(29,286)	0.00%
361309	Unrealized Gain or Loss - FLFIT		-	(342)	(2,230)	(2,230)	0.00%
	Total Available Resources:		\$ 10,973,285	\$ 982,275	\$ 4,854,768	\$ (6,118,517)	44.24%
	EXPENSES:					Under/(Over)	
536311	Management Services		\$ 414,845	\$ 34,570	\$ 172,855	\$ 241,990	41.67%
536312	Engineering Services		217,630	17,243	65,592	152,038	30.14%
514313	Legal Services		2,750	141	870	1,880	31.64%
536318	Technology Services		28,310	2,359	11,797	16,513	41.67%
536319	Other Professional Services		81,136	736	11,682	69,454	14.40%
500321	Accounting Services		1,000	-	-	1,000	0.00%
536322	Auditing Services		5,613	2,870	4,305	1,308	76.70%
536323	Trustee Fees		15,527	-	13,200	2,327	85.01%
536324	Arbitrage Services		3,000	-	-	3,000	0.00%
536343	Systems Management Support		12,078	1,476	1,779	10,299	14.73%
536349	Misc Contractual Services		2,010,850	148,330	741,650	1,269,200	36.88%
536411	Telephone		200	36	144	56	72.00%
536412	Postage		2,000	-	23	1,977	1.15%
536431	Electricity		709,170	42,397	219,136	490,034	30.90%
536451	Insurance		31,970	2,627	13,136	18,834	41.09%
536462	Building/Structure Maintenance		307,520	22,894	55,558	251,962	18.07%
536463	Landscape Maintenance-Recurring		-	175	875	(875)	0.00%
536464	Landscape Maintenance-Non-recurring		8,085	-	-	8,085	0.00%
536465	Vehicle Repair & Maintenance						

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT						
LITTLE SUMTER SERVICE AREA UTILITY						
BUDGET TO ACTUAL STATEMENT AS OF: February 28, 2019 (Unaudited)						
Five (5) Months of Operations - 41.67% of Year						
		Balance Forward 09/30/18	Current Month Actual	Year to Date Actual	Current Balance	
	Unrestricted Unreserved	\$ (3,842,079)	\$ 338,588	\$ (459,710)	\$ (4,301,789)	
	Restricted Debt Service	4,881,938	-	-	4,881,938	
	Unrestricted R&R General	5,050,000	75,000	375,000	5,425,000	
	Unrestricted Capital Project	400,000	-	-	400,000	
	Unrestricted Water CIAC	221,526	-	-	221,526	
	Unrestricted Sewer CIAC	170,425	-	-	170,425	
	Total Fund Balance	\$ 6,881,810	\$ 413,588	\$ (84,710)	\$ 6,797,100	
Footnotes:						
A	YTD revenue is mainly for the Jacobs reimbursement of first \$10,000 per contract for replacement of LSSA Lift Station #2 Chopper Pump and \$1,843 for the 2018 Bank of America purchasing card rebate.					
B	Unbudgeted Metered Construction Water Revenue for new homes in District 4.					
C	Budgeted amount includes a large amount for Spruce Creek Interconnect revenues. Beginning November 1st billing revenues are booked to Sewer Residential.					
D	Interest Income includes monthly interest from CFB, our depository bank, and investments with Florida Cooperative Liquid Assets Security System (FLCLASS), Florida Education Investment Trust Fund (FEITF), the Florida Fixed Income Trust (FLFIT), and US Bank (USB) where the trust accounts are held.					
		Month	CFB	FLCLASS	FEITF	FLFIT
		Oct-18	1.64%	2.29%	2.26%	2.58%
		Nov-18	1.64%	2.41%	2.32%	2.64%
		Dec-18	1.73%	2.51%	2.46%	2.69%
		Jan-19	1.89%	2.63%	2.61%	2.76%
		Feb-19	1.89%	2.64%	2.61%	2.78%
E	FLGIT and LTIP unrealized gain/ loss will not be available until next month.					
		Month	FLGIT	LTIP		
		Oct-18	0.96%	-63.06%		
		Nov-18	3.37%	12.39%		
		Dec-18	6.73%	-53.31%		
		Jan-19	4.60%	76.17%		
		Feb-19	-	-		
F	Budgeted expenditures include \$24,700 for the Utility Rate Study to be completed this year.					
G	Yearly Trustee Services to US Bank were paid in December.					
H	To date large budgeted expenditures for Building/Structure maintenance have not occurred. Costs for repairs to District owned assets provided by Jacobs, water tower annual maintenance - inspection, exterior painting, and unforeseen repairs.					
I	Landscape Maintenance Non-Recurring contract expenditures do not occur on a monthly basis.					
J	Budgeted amount is for the Florida Department of Environmental Protection drinking water annual operating license fee that occurs in July.					
K	Meter Supplies expenditures occur once the meter change out program is complete.					
L	Expenditures to date are for the Meter Change Out Program (\$96,771) the underground valve replacement program (\$19,892), and Water system PLC updates for WTP #2 and #3 at well site and plant (\$20,493).					
M	The 2014B Bond Series principal payment for the year was paid on October 1st.					

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT								
VILLAGE CENTER SERVICE AREA UTILITY								
BUDGET TO ACTUAL STATEMENT AS OF: February 28, 2019 (Unaudited)								
Five (5) Months of Operations - 41.67% of Year								
Account Number	Description of Account		Annual Budget	Current Month Actual	Year-to-Date Actual	Year-to-Date Variance	Percent of Annual Budget	Footnotes
	REVENUES:					Over/(Under)		
341999	Miscellaneous Revenue		\$ 2,000	\$ 3,223	\$ 3,267	\$ 1,267	163.35%	A
343601	Water Fees- Residential		2,305,525	189,201	1,031,512	(1,274,013)	44.74%	
343602	Water Fees- Commercial		253,476	23,260	105,462	(148,014)	41.61%	
343603	Sewer Fees- Residential		3,297,754	282,422	1,403,524	(1,894,230)	42.56%	
343604	Sewer Fees- Commercial		568,113	53,722	240,767	(327,346)	42.38%	
343607	Meters Impact Fees		-	-	68	68	0.00%	
343609	Reconnect Fees		10,000	741	5,051	(4,949)	50.51%	
343610	Fire Protection Water		16,800	1,646	8,190	(8,610)	48.75%	
343611	Metered Irrigation Water		285,815	26,922	148,851	(136,964)	52.08%	
343613	Returned Check Fees		2,000	336	1,553	(447)	77.65%	
343615	Other Miscellaneous Water & Sewer		51,000	150	7,783	(43,217)	15.26%	B
343616	Utility Late Penalty Fee		10,000	846	5,586	(4,414)	55.86%	
361000	Interest Income		31,500	11,521	49,899	18,399	158.41%	C
361404	Realized Gain or Loss - FMIVT		-	-	47	47	0.00%	
361409	Realized Gain or Loss - FLFIT		-	14,641	36,302	36,302	0.00%	C
365000	Disposition of Fixed Assets/Surplus Material		3,500	-	2,337	(1,163)	66.77%	D
	Total Revenues:		6,837,483	608,631	3,050,199	(3,787,284)	44.61%	
361306	Unrealized Gain or Loss- FLGIT		-	15,397	50,808	50,808	0.00%	E
361307	Unrealized Gain or Loss- LTIP		-	70,395	(33,154)	(33,154)	0.00%	E
361309	Unrealized Gain or Loss- FLFIT		-	(448)	(2,914)	(2,914)	0.00%	C
	Total Available Resources:		\$ 6,837,483	\$ 693,975	\$ 3,064,939	\$ (3,772,544)	44.83%	
	EXPENSES :					Under/(Over)		
536311	Management Services		\$ 356,357	\$ 29,696	\$ 148,485	\$ 207,872	41.67%	
536312	Engineering Services		197,630	16,106	59,309	138,321	30.01%	
514313	Legal Services		3,850	472	2,048	1,802	53.19%	
514318	Technology Services		21,826	1,819	9,193	12,633	42.12%	
536319	Other Professional Services		39,210	672	2,461	36,749	6.28%	F
500321	Accounting Services		1,000	-	-	1,000	0.00%	
536322	Auditing Services		3,589	1,845	2,768	821	77.12%	
536323	Trustee Fees		9,046	-	7,295	1,751	80.64%	G
536324	Arbitrage Services		-	-	3,000	(3,000)	0.00%	H
536343	Systems Management Support		8,200	1,296	1,714	6,486	20.90%	
536349	Misc Contractual Services		1,953,449	153,978	769,888	1,183,561	39.41%	
536412	Postage		2,000	-	21	1,979	1.05%	
536431	Electricity		553,923	33,684	160,676	393,247	29.01%	
536451	Insurance		17,051	1,313	6,568	10,483	38.52%	
536462	Building/Structure Maintenance		243,160	9,934	79,875	163,285	32.85%	
536463	Landscape Maint. - Recurring		-	300	1,500	(1,500)	0.00%	
536464	Landscape Maint. - Non-Recurring		7,957	-	-	7,957	0.00%	I
536465	Vehicle Repair & Maintenance		500	-	9			

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT						
VILLAGE CENTER SERVICE AREA UTILITY						
BUDGET TO ACTUAL STATEMENT AS OF: February 28, 2019 (Unaudited)						
Five (5) Months of Operations - 41.67% of Year						
		Balance Forward 09/30/18	Current Month Actual	Year to Date Actual	Current Balance	
Fund Balance Analysis:						
	Unrestricted Unreserved	\$ 16,690,590	\$ 274,437	\$ (360,265)	\$ 16,330,325	
	Restricted Debt Service	851,200	-	-	851,200	
	Unrestricted Capital Projects	600,000	-	-	600,000	
	Unrestricted R&R General	4,200,000	75,000	375,000	4,575,000	
	Unrestricted Water CIAC	78,213	-	-	78,213	
	Unrestricted Sewer CIAC	72,081	-	-	72,081	
	Total Fund Balance	\$ 22,492,084	\$ 349,437	\$ 14,735	\$ 22,506,819	
Footnotes:						
A	Miscellaneous revenue is mainly the annual purchase card rebate (\$3,223) which was received in February.					
B	YTD revenue is for NSU usage of the Vac/Crane Truck (\$4,050), grease trap cleaning (\$3,473), and meter removal fees (\$260).					
C	Interest Income includes monthly interest from CFB, our depository bank, and investments with Florida Cooperative Liquid Assets Security System (FLCLASS), Florida Education Investment Trust Fund (FEITF), the State Board of Administration (SBA), and US Bank (USB) where the trust accounts are held.					
		Month	CFB	FLCLASS	FEITF	FLFIT
		Oct-18	1.64%	2.29%	2.26%	2.58%
		Nov-18	1.64%	2.41%	2.32%	2.64%
		Dec-18	1.73%	2.51%	2.46%	2.69%
		Jan-19	1.89%	2.63%	2.61%	2.76%
		Feb-19	1.89%	2.64%	2.61%	2.78%
D	Obsolete or broken water meters are collected and sold when a certain amount are accumulated.					
E	FLGIT and LTIP unrealized gain/ loss will not be available until next month.					
		Month	FLGIT	LTIP		
		Oct-18	0.96%	-63.06%		
		Nov-18	3.37%	12.39%		
		Dec-18	6.73%	-53.31%		
		Jan-19	4.60%	76.17%		
		Feb-19	-	-		
F	Budgeted expenditures include \$24,605 for the Utility Rate Study which will now be completed next fiscal year.					
G	Yearly Trustee Services to US Bank were paid in December.					
H	Unbudgeted Final Arbitrage expenditures for original 1993 bond.					
I	Landscape Maintenance Non-Recurring contract expenditures do not occur on a monthly basis.					
J	Budgeted amount is for the Florida Department of Environmental Protection drinking water annual operating license fee that occurs in July.					
K	Meter Supplies expenditures occur once the meter change out program is complete.					
L	YTD Expenditures are for the meter change out program (\$87,630), underground valve replacement program (\$20,861), update PLC for 500,000 Gallon Crom Tank (\$11,835), and final charges for the removal and replacement aerator ox 1 & 3 VFDs and RAS #4 pump VFD (\$427).					
M	Budgeted expenditures are for a 40' crane truck purchase.					
N	The 2014A Bond Series principal payment for the year was paid on October 1st.					

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT

FITNESS FUND BUDGET	
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BUDGET TO ACTUAL STATEMENT AS OF: February 28, 2019 (Unaudited)

Five (5) Months of Operations - 41.67% of Year

			Balance Forward 09/30/18	Current Month Actual	Year To Date Actual	Current Balance	
	Unrestricted Unreserved		\$ 134,314	\$ 6,312	\$ 4,795	\$ 139,109	
	Unrestricted General R&R Reserve		25,000	-	-	25,000	
	Total Fund Balance		\$ 159,314	\$ 6,312	\$ 4,795	\$ 164,109	

Footnotes:							
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[illegible]

			Month	CFB	FLCLASS			
			Oct-18	1.64%	2.29%			
			Nov-18	1.64%	2.41%			
			Dec-18	1.73%	2.51%			
			Jan-19	1.89%	2.63%			
			Feb-19	1.89%	2.64%			

B	LTIP unrealized gain/ loss will not be available until next month.				
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			Month	LTIP					
			Oct-18	-63.06%					
			Nov-18	12.39%					
			Dec-18	-53.31%					
			Jan-19	76.17%					
			Feb-19	-					

C	Workers Compensation annual payment was processed in October and is over projected budget. The additional January expenditures (\$133) are for the premium due for the Final PGIT audit for FY 17/18.				
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D	To date, most budgeted miscellaneous repairs to the fitness center have not occurred.			
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E	Non-Capital FF&E budget is for the replacement of the strength equipment (18 sets).			
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VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT							
THE ENRICHMENT ACADEMY (TEA) BUDGET							
BUDGET TO ACTUAL STATEMENT AS OF: February 28, 2019 (Unaudited)							
Five (5) Months of Operations - 41.67% of Year							
Account Number	Description of Account	Annual Budget	Current Month Actual	Year-to-Date Actual	Year-to-Date Variance	Percent of Annual Budget	Footnotes
	REVENUES:				Over/(Under)		
341999	Misc Revenue	\$ -	\$ 232	\$ 232	\$ 232	0.00%	A
347217	Merchandise/T-S	-	65	65	65	0.00%	
347246	The Enrichment Academy-S	766,800	104,592	455,355	(311,445)	59.38%	B
347247	The Enrichment Academy-M	-	-	165	165	0.00%	B
347248	The Enrichment Academy-L	8,000	1,958	6,877	(1,123)	85.96%	B
361100	Interest Income	1,000	269	1,329	329	132.90%	C
	Total Revenues:	\$ 775,800	\$ 107,116	\$ 464,023	\$ (311,777)	59.81%	
	EXPENSES:				Under/(Over)		
500121	Regular Salary & Wages	\$ 81,882	\$ 7,492	\$ 42,440	\$ 39,442	51.83%	
500131	Other Salary & Wages	105,036	-	-	105,036	0.00%	
500152	Special Pay - Cell Phones	720	60	330	390	45.83%	
500211	Social Security Taxes	11,632	462	2,615	9,017	22.48%	
500212	Medicare Taxes	2,720	108	612	2,108	22.50%	
500221	Retirement Contr. Employer	4,913	358	2,552	2,361	51.94%	
500222	Retirement Contr. Employer-Mtch	1,638	119	371	1,267	22.65%	
500231	Health & Life Insurance	17,215	2,781	8,490	8,725	49.32%	
500241	Worker's Compensation	541	-	2,261	(1,720)	417.93%	D
	Subtotal Personnel Services	226,297	11,380	59,671	166,626	26.37%	
500311	Management Fees	68,950	5,745	28,735	40,215	41.68%	
500318	Technology Services	4,263	355	1,778	2,485	41.71%	
500319	Other Professional Services	54,000	-	3,893	50,107	7.21%	E
500341	Janitorial Services	41,040	-	-	41,040	0.00%	F
500343	Systems Management Support	3,719	77	889	2,830	23.90%	
500349	Misc Contractual Services	220,671	41,782	108,878	111,793	49.34%	
500401	Travel & Per Diem	500	-	60	440	12.00%	
500411	Telephone	1,500	-	-	1,500	0.00%	F
500412	Postage	4,000	-	-	4,000	0.00%	F
500431	Electricity	12,120	-	-	12,120	0.00%	F
500432	Natural Gas	360	-	-	360	0.00%	F
500433	Water & Sewer	880	-	-	880	0.00%	F
500441	Office Leases	24,000	-	-	24,000	0.00%	F
500442	Equipment Rental	9,900	-	-	9,900	0.00%	F
500461	Equipment Maintenance	100	-	-	100	0.00%	F
500471	Printing & Binding	19,000	6,838	8,364	10,636	44.02%	G
500485	Box Office Fees	8,200	647	3,346	4,854	40.80%	
500491	Bank Charges	11,800	567	2,239	9,561	18.97%	
500499	Misc Current Charges	500	75	75	425	15.00%	
500511	Office Supplies	5,000	103	863	4,137	17.26%	
500522	Operating Supplies	6,700	1,430	2,972	3,728	44.36%	
575524	Non-Capital FF&E	52,300	-	-	52,300	0.00%	H
	Operating Expenditures	549,503	57,619	162,092	387,411	29.50%	
	Total Expenses	\$ 775,800	\$ 68,999	\$ 221,763	\$ 554,037	28.59%	
	Change in Unreserved Net Position	\$ -	\$ 38,117	\$ 242,260	\$ 242,260		

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT								
THE ENRICHMENT ACADEMY (TEA) BUDGET								
BUDGET TO ACTUAL STATEMENT AS OF: February 28, 2019 (Unaudited)								
Five (5) Months of Operations - 41.67% of Year								

			Balance Forward 09/30/18	Current Month Actual	Year To Date Actual	Current Balance		
	Unrestricted Unreserved		\$ 25,801	\$ 38,117	\$ 242,260	\$ 268,061		
	Unrestricted General R&R Reserve		-	-	-	-		
	Total Fund Balance		\$ 25,801	\$ 38,117	\$ 242,260	\$ 268,061		

FOOTNOTES:

A	The Bank of America 2018 purchasing card rebate was received in February.								
B	Revenue collections are seasonal as new classes begin in October and August. For sales tax purposes the revenues are booked to the county revenue account where the classes are held.								
C	Interest Income includes monthly interest from CFB, our depository bank.								
			Month	CFB					
			Oct-18	1.64%					
			Nov-18	1.64%					
			Dec-18	1.73%					
			Jan-19	1.89%					
			Feb-19	1.89%					
D	Workers Compensation annual payment was processed in October and is over projected budget. The additional January expenditures (\$243) are for the premium due for the Final PGIT audit for FY 17/18.								
E	Other Professional Services currently running lower than anticipated budget. Budget dollars are for class Interpreter Services and Graphic Design.								
F	Unexpended budget is for the estimated costs for the lease area of Phase II.								
G	Printing and Binding expenditures relate to design and printing applications and brochures. Brochures are updated quarterly.								
H	Unexpended Non-Capital FF&E is requested equipment for future classes.								



VILLAGE CENTER CDD DISTRICT
ENTERPRISE - CASH AND INVESTMENT SUMMARY
AS OF FEBRUARY 28, 2019

Fund Code	Account Name	Bank	Balance 10/1/18	Current Balance	Reconciled Yes/No
RECREATIONAL AMENITIES DIVISION (RAD)					
421	RAD Operating Cash	CFB	560,371.66	367,738.99	Yes
421	RAD - Golf Cash	CFB	245,725.75	375,970.43	Yes
421	RAD - FEITF	FEITF	2,940,112.75	2,970,045.51	Yes
421	RAD - FI-Class	FI-Class	8,946,080.92	13,861,662.92	Yes
421	RAD- FLFIT	FLFIT	10,856,335.53	10,965,500.30	Yes
421	FLGIT Investment	FLGIT	12,781,284.58	12,950,947.65	Yes
421	Long Term Investment	USB	4,485,524.13	4,362,889.26	Yes
Sub-total CASH, CASH EQUIVALENTS & INVESTMENTS			40,815,435.32	45,854,755.06	
421	Interest 2014	USB-SBA	3,408,836.06	2,772,639.99	Yes
421	Principal 2014	USB-SBA	8,988,188.77	2,961,215.55	Yes
421	Renewal/Replacement 2014	USB-SBA	947,039.50	957,413.18	Yes
Sub-total DEBT SERVICE			13,344,064.33	6,691,268.72	
TOTAL - RAD			54,159,499.65	52,546,023.78	

VCCDD - LITTLE SUMTER SERVICE AREA (LSSA)					
422	Operating Cash	CFB	665,051.18	678,130.98	Yes
422	LSSA FEITF	FEITF	1,533,648.85	1,549,262.65	Yes
422	LSSA - FL-Class	FI-Class	5,633,225.81	7,052,822.52	Yes
422	LSSA - FLFIT	FLFIT	2,541,498.80	2,567,054.56	Yes
422	FLGIT Investment	FLGIT	3,364,043.62	3,408,699.06	Yes
422	Long Term Investment	USB	1,071,188.52	1,041,902.07	Yes
Sub-total CASH, CASH EQUIVALENTS & INVESTMENTS			14,808,656.78	16,297,871.84	
422	Interest - 2014B	USB-SBA	1,533,759.02	1,277,664.25	Yes
422	Principal - 2014B	USB-SBA	2,255,208.10	966,885.87	Yes
422	R&R - 2014B	USB-SBA	360,226.01	364,171.84	Yes
422	System Development 2014B	USB-SBA	402,471.64	406,880.23	Yes
Sub-total DEBT SERVICE			4,551,664.77	3,015,602.19	
TOTAL - LSSA			19,360,321.55	19,313,474.03	

VCCDD - VILLAGE CENTER SERVICE AREA (VCSA)					
423	Operating Cash	CFB	463,785.69	646,393.80	Yes
423	VCSA - FEITF	FEITF	701,685.79	708,829.52	Yes
423	VCSA - FL-Class	FI-Class	2,382,430.18	3,401,268.09	Yes
423	VCSA - FLFIT	FLFIT	3,320,437.50	3,353,825.81	Yes
423	FLGIT Investment	FLGIT	3,827,506.06	3,878,313.66	Yes
423	Long Term Investment	USB	1,212,631.51	1,179,478.00	Yes
Sub-total CASH, CASH EQUIVALENTS & INVESTMENTS			11,908,476.73	13,168,108.88	
423	System Development Oper	CFB	119,687.43	152,881.71	Yes
Sub-total SYS DEV			119,687.43	152,881.71	
423	2014A Interest Fund	USB-SBA	208,613.35	167,575.79	Yes
423	2014A Principal Fund	USB-SBA	1,520,160.30	652,252.79	Yes
423	2014A R&R Fund	USB-SBA	284,259.09	287,372.55	Yes
Sub-total DEBT SERVICE			2,013,032.74	1,107,201.13	
TOTAL - VCSA			14,041,196.90	14,428,191.72	

FITNESS FUND					
424	Operating Cash	CFB	102,598.15	106,936.27	Yes
424	VC Fitness - FL-Class	FI-Class	59,500.16	62,307.05	Yes
424	Long Term Investment	USB	22,611.08	21,992.89	Yes
Sub-total CASH, CASH EQUIVALENTS & INVESTMENTS			184,709.39	191,236.21	
TOTAL - FITNESS FUND			184,709.39	191,236.21	

425	Operating Cash (TEA)	CFB	38,074.56	158,581.34	YES
			87,783,802.05	86,637,507.08	



VILLAGE CENTER CDD DISTRICT
GOVERNMENT - CASH AND INVESTMENT SUMMARY
AS OF FEBRUARY 28, 2019

Fund Code	Account Name	Bank	Balance 10/1/18	Current Balance	Reconciled Yes/No
GOVERNMENTAL FUNDS					
001	General Fund -Operating Cash	CFB	262,954.09	452,339.01	Yes
001	General Fund Payroll	CFB	909.95	(2,546.45)	Yes
001	General Fund - Cash Flex Med	CFB	6,458.98	75,642.44	Yes
001	General Fund FEITF	FEITF	836,582.40	845,099.49	Yes
001	General Fund FL-Class	FL-Class	8,142,979.50	8,671,269.49	Yes
001	Long Term Investment	USB	874,522.34	850,612.78	Yes
	Sub-total General Fund		10,124,407.26	10,892,416.76	
121	VOSS -Operating Cash	CFB	83,963.09	92,489.64	Yes
121	VOSS - FEITF	FEITF	446,303.03	450,846.75	Yes
121	VOSS - FI-Class	FI-Class	1,033,357.44	1,569,790.89	Yes
121	VOSS-FLFIT	FLFIT	184,171.16	186,023.07	Yes
121	FLGIT Investment	FLGIT	165,079.03	167,270.34	Yes
121	Long Term Investment	USB	201,800.77	196,283.52	Yes
	Sub-total VOSS		2,114,674.52	2,662,704.21	
122	Rolling Acres - Operating Cash	CFB	65,810.25	80,484.31	Yes
122	Rolling Acres- FI-Class	FI-Class	161,785.98	216,833.14	Yes
122	Long Term Investment	USB	26,306.78	25,587.55	Yes
	Sub-total Rolling Acres		253,903.01	322,905.00	
123	Road Maint - Operating Cash	CFB	50,054.40	50,052.03	Yes
123	Road Maint - FI-Class	FI-Class	298,181.13	362,566.82	Yes
123	Road Maint - FLFIT	FLFIT	92,753.55	93,686.22	Yes
123	FLGIT Investment	FLGIT	87,987.40	89,155.37	Yes
123	Long Term Investment	USB	59,830.98	58,195.20	Yes
	Sub-total ROAD MAINT		588,807.46	653,655.64	
124	Safety -Operating Cash	CFB	208,299.09	542,443.82	Yes
124	Safety - Flex	CFB	8,797.39	56,698.03	Yes
124	Safety - FEITF	FEITF	759,296.85	767,027.12	Yes
124	Safety - FL-Class	FL-CLASS	4,619,471.48	4,777,669.17	Yes
124	Safety - FLFIT	FLFIT	891,785.52	900,752.77	Yes
124	FLGIT Investment	FLGIT	905,210.65	917,226.72	Yes
124	Long Term Investment	USB	804,537.10	782,540.94	Yes
	Sub-total SAFETY		8,197,398.08	8,744,358.57	
125	Community Standards-Operating Cash	CFB	85,848.48	101,305.60	Yes
125	Community Standards - FI-Class	FL-Class	365,721.10	348,750.14	Yes
125	Long Term Investment	USB	44,135.41	42,928.74	Yes
	Sub-total Comm Standards		495,704.99	492,984.48	

21,774,895.32	23,769,024.66
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FIDUCIARY FUND					
751	Beyond the Stars - Operating	CFB	36,415.35	40,583.96	Yes
751	Beyond the Stars - FI-Class	FL-Class	7,933.98	8,016.24	Yes
	Total STARS		44,349.33	48,600.20	

44,349.33	48,600.20
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TOTAL - Governmental Funds	21,774,895.32	23,769,024.66
TOTAL - Enterprise Funds	87,783,802.05	86,637,507.08
TOTAL - Fiduciary Fund	44,349.33	48,600.20
TOTAL - VCCDD	109,603,046.70	110,455,131.94



AGENDA REQUEST

TO: Board of Supervisors
Village Center Community Development District

FROM: District Staff

DATE: 4/10/2019

SUBJECT: **AAC After Agenda**

ISSUE: AAC After Agenda

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
▣ AAC After Agenda	Cover Memo



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

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

AFTER AGENDA

April 10, 2019
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 – **Gary Moyer was absent.**
- B. Pledge of Allegiance
- C. Observation of Moment of Silence
- D. Welcome Meeting Attendees

E. Audience Comments

Audience comment was received from a representative of the lawn bowling club requesting a second green be installed at Rio Grande.

Audience comment was received requesting a light at the pavilion at the Tierra Del Sol Recreation Center. Staff is taking steps to improve the lighting in the area.

Audience comments were received regarding Tierra Del Sol indoor shuffle board courts sign up as well as a line of sight issue at Shay Gate and Jeffrey. Staff will review the resident concerns.

Audience comments were received regarding Resident ID passes.

2. Shay Gate – Staff presented a PowerPoint to the Committee. The Committee approved leaving the gate as is and moving forward with installation of a restroom facility at the location.

Audience comment was received suggesting alternatives be reviewed to assist with slowing the traffic down at the location.

CONSENT AGENDA: The Committee approved the Consent Agenda and no discussion occurred.

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.

3. Approval of the Minutes

Approval of the Minutes for the Meeting held on March 6, 2019

4. Recommend Approval of Renewal Two (Final) for Painting Services with Lester Painting, Inc.

Review and approval to present Renewal Two (final) to ITB #15B-024 Agreement between Village Center Community Development District and Lester Painting, Inc. for Villa Wall and Sign Wall Painting Services to the Village Center Community Development District Board.

NEW BUSINESS:

5. Award of Invitation to Bid (ITB) #19B-005 Greens Renovations Oakleigh and Briarwood Executive Golf Courses

Review and approval to present a recommendation to award for Invitation to Bid #19B-005 Greens Renovations Oakleigh and Briarwood Executive Golf Courses to the Village Center Community Development District (VCCDD). – **The Committee approved and no discussion occurred.**

6. Award of Invitation to Bid (ITB) #19B-010 Buena Vista Blvd Maxicom Conversion

Review and approval to present a recommendation of award for Invitation to Bid (ITB) #19B-010 Buena Vista Blvd Maxicom Conversion to the Village Center Community Development District (VCCDD) Board – **Following overview by Staff, the Committee approved.**

7. First Responders Recreation Center Survey Data Update

Status update on current progress and information regarding the First Responders Recreation Center located in The Villages of Marion. – **Overview was provided by Staff. The Committee requested the item be added to the Capital Projects Update.**

OLD BUSINESS:

8. Capital Projects Update

The Capital Projects Update will be provided to the Committee at the Meeting.

9. Old Business Status Update

Old Business Status Update - April 10, 2019

10. Amenity Fee Deferral Rate Discussion

Amenity Fee Deferral Rate Discussion

- Staff presented a PowerPoint which included a review of the 10 year forecast for revenues and expenditures and a review of three options presented by Staff: 1) Remain at current deferral rate; 2) Eliminate the deferral rate in accordance to Owner's original purchase contract or 3) Increase the deferral rate (example of \$185 provided). The Committee approved removal of the deferral cap with a 3/2 vote.
- Mr. Deakin requested page 11 - Amenity Fee Forecast be provided to the Committee via email.

INFORMATIONAL ITEMS ONLY:

11. VCCDD Financial Statements

A. VCCDD Financial Statements as of February 28, 2019

B. Interest Allocation as of February 28, 2019

12. RAD Fund: Capital Projects Work Plan

Fiscal Year 2018-19 RAD Fund: Capital Projects Work Plan - April

REPORTS AND INPUT:

13. District Manager Reports

A. Multi-Modal Path Wayfinding Signage

B. AAC & PWAC Joint Meeting Reminder

14. District Counsel Reports – There were no District Counsel Reports.

15. Supervisor Comments

16. Adjourn – The meeting was adjourned at 11:41 a.m.



AGENDA REQUEST

TO: Board of Supervisors
Village Center Community Development District

FROM: Richard Baier, District Manager

DATE: 3/6/2019

SUBJECT: Villages Fire Rescue Response Statistics

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
▣ VFR Monthly Statistics	Cover Memo

Villages Fire Rescue

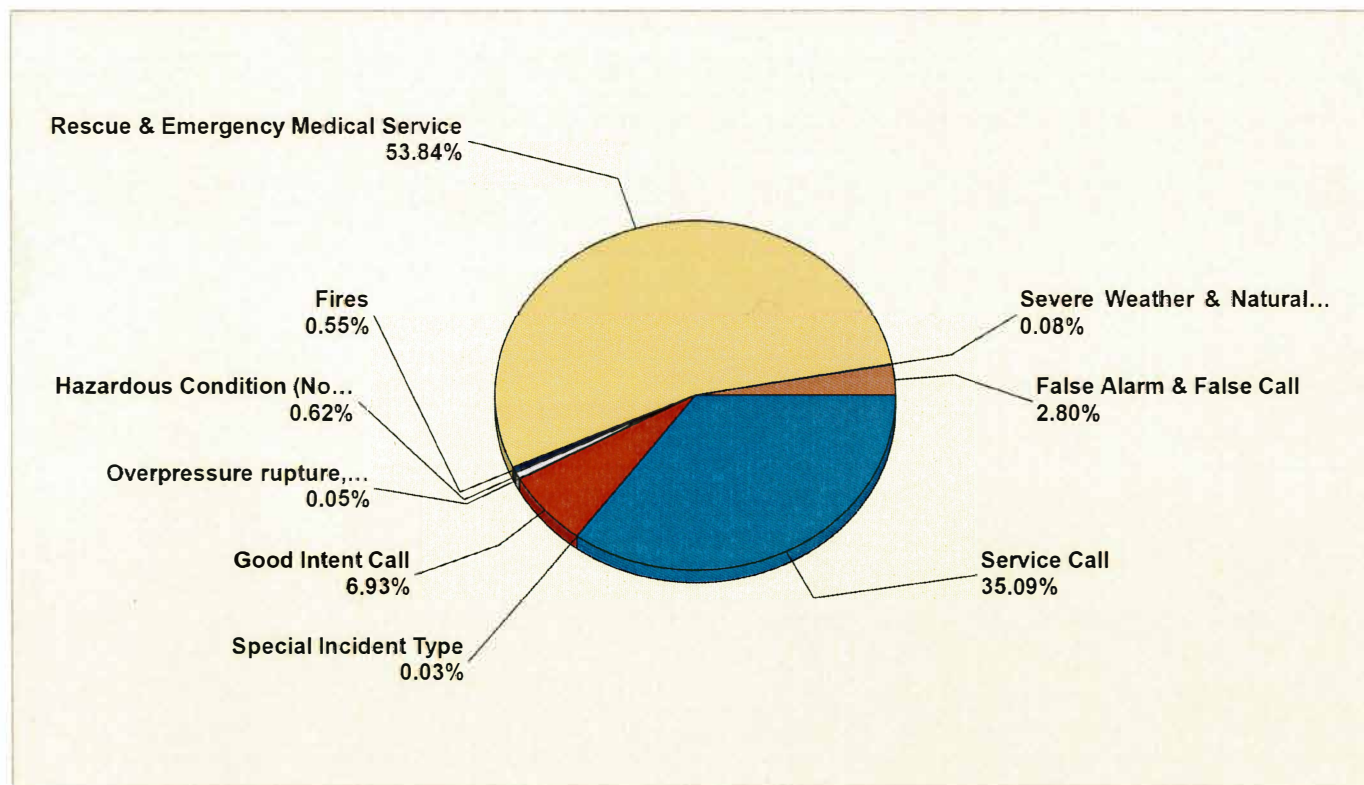
The Villages, FL

This report was generated on 4/2/2019 10:43:49 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 10/01/2018 | End Date: 02/28/2019



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	68	0.55%
Overpressure rupture, explosion, overheating - no fire	6	0.05%
Rescue & Emergency Medical Service	6652	53.84%
Hazardous Condition (No Fire)	77	0.62%
Service Call	4335	35.09%
Good Intent Call	856	6.93%
False Alarm & False Call	346	2.80%
Severe Weather & Natural Disaster	10	0.08%
Special Incident Type	4	0.03%
TOTAL	12354	100.00%

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

Villages Fire Rescue

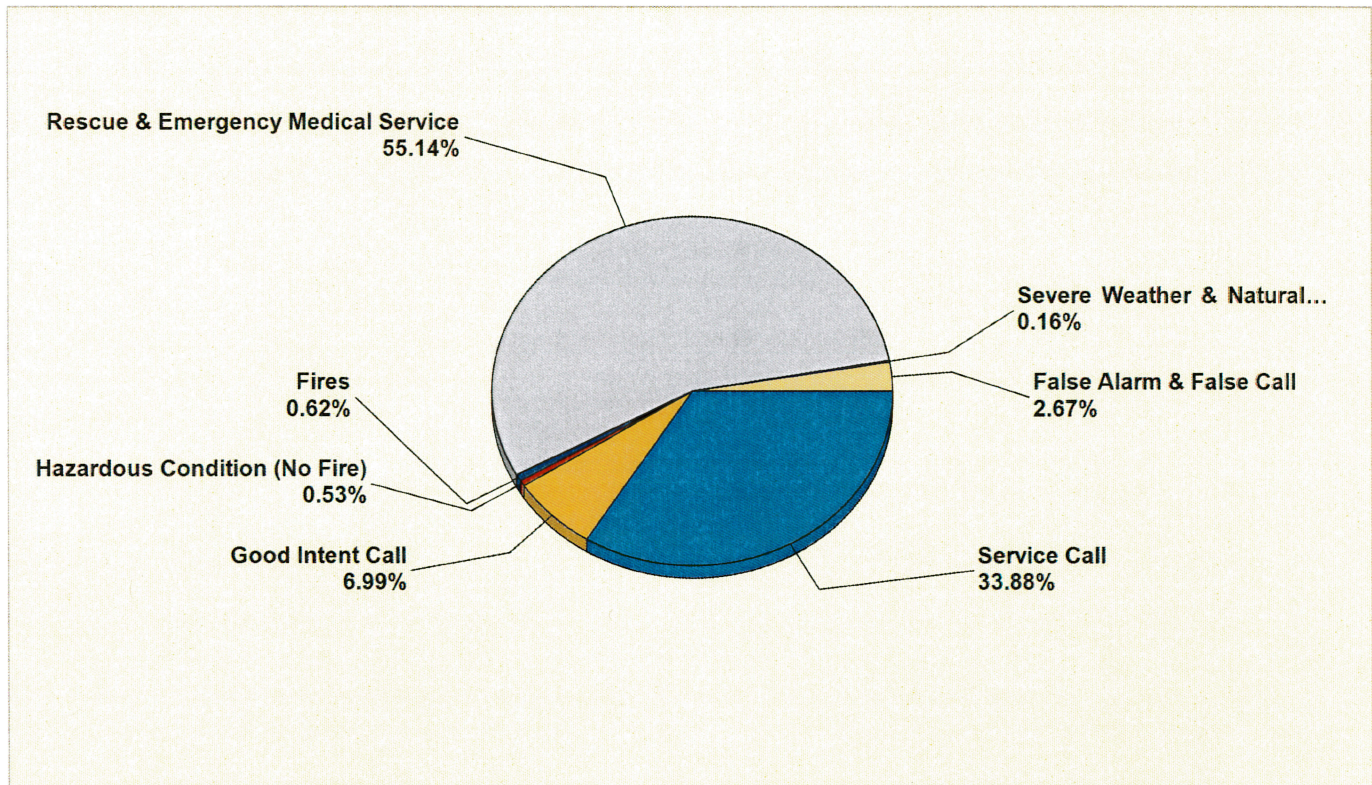
The Villages, FL

This report was generated on 4/2/2019 11:35:23 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 02/01/2019 | End Date: 02/28/2019



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	15	0.62%
Rescue & Emergency Medical Service	1341	55.14%
Hazardous Condition (No Fire)	13	0.53%
Service Call	824	33.88%
Good Intent Call	170	6.99%
False Alarm & False Call	65	2.67%
Severe Weather & Natural Disaster	4	0.16%
TOTAL	2432	100.00%

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

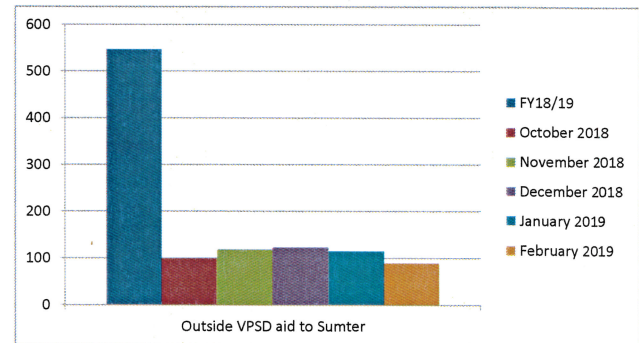
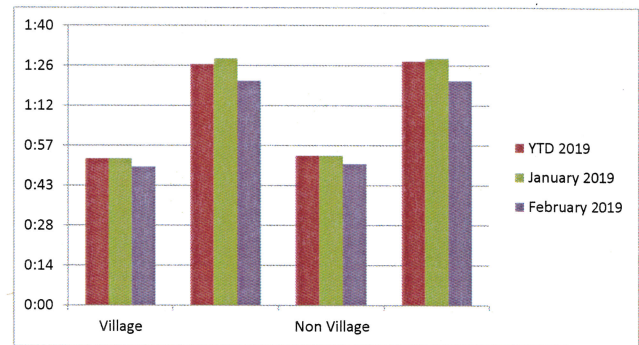
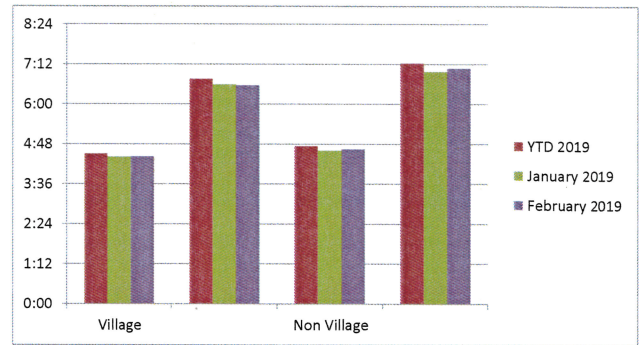
Villages Public Safety Department

Time Frame	Travel			
	Village		Non Village	
	Avg	90%	Avg	90%
YTD 2019	4:31	6:46	4:45	7:14
January 2019	4:25	6:36	4:37	6:59
February 2019	4:26	6:34	4:39	7:05
March 2019				
April 2019				
May 2019				
June 2019				
July 2019				
August 2019				
September 2019				
October 2019				
November 2019				
December 2019				

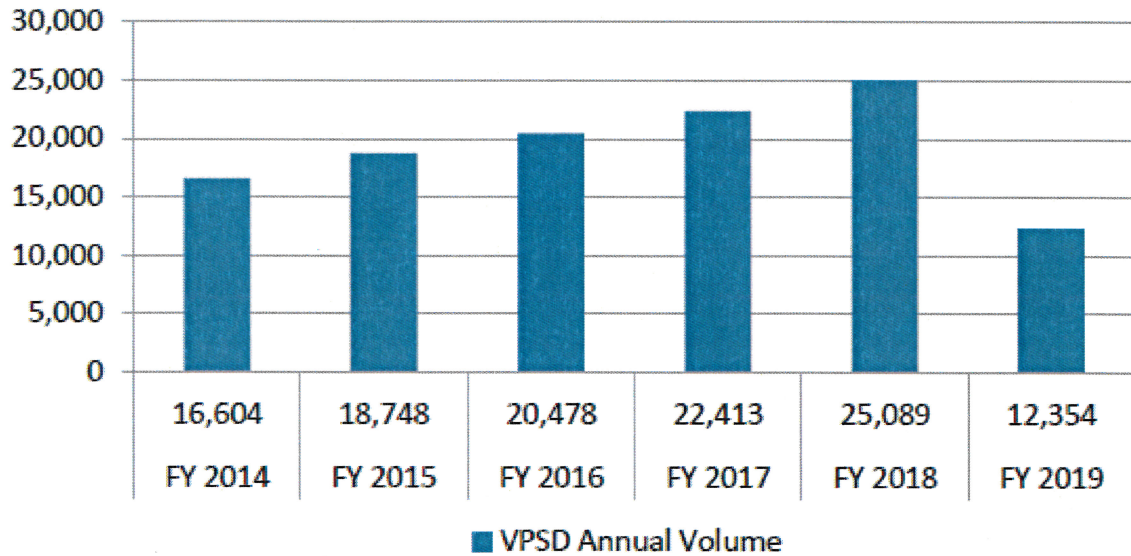
Time Frame	Turnout			
	Village		Non Village	
	Avg	90%	Avg	90%
YTD 2019	0:53	1:27	0:54	1:28
January 2019	0:53	1:29	0:54	1:29
February 2019	0:50	1:21	0:51	1:21
March 2019				
April 2019				
May 2019				
June 2019				
July 2019				
August 2019				
September 2019				
October 2019				
November 2019				
December 2019				

Outside VPSD aid to Sumter	
FY18/19	547
October 2018	100
November 2018	119
December 2018	123
January 2019	115
February 2019	90
March 2019	
April 2019	
May 2019	
June 2019	
July 2019	
August 2019	
September 2019	

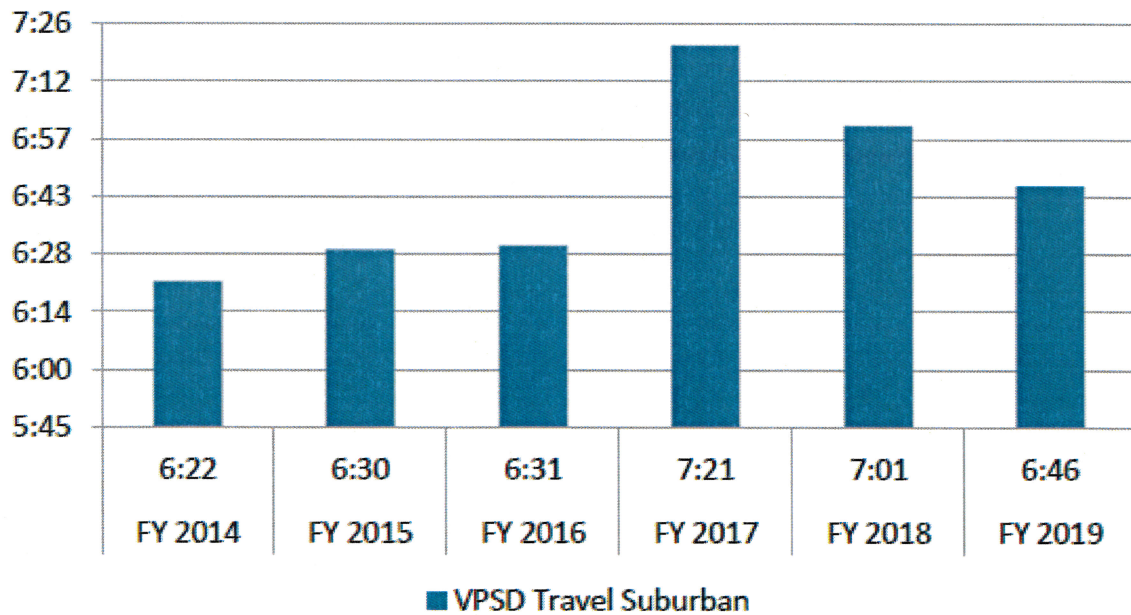
Villages Public Safety Department



VPSD Annual Volume



VPSP Travel Suburban





AGENDA REQUEST

TO: Board of Supervisors
Village Center Community Development District

FROM:

DATE: 4/10/2019

SUBJECT: **Fire Protection Services Letter with the Town of Lady Lake**

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
▣ Fire Protection Services Letter	Cover Memo

The Villages®

Community Development Districts

March 28, 2019

Kristen Kollgaard, Town Manager
Town of Lady Lake
409 Fennell Blvd.
Lady Lake, FL 32159

RE: Internal Fire Analysis of Fire Protection Services

Dear Ms. Kollgaard,

The Villages Fire Rescue Division has recently completed an internal analysis of fire protection services provided, as required in the Interlocal Government Agreement, between the Town of Lady Lake, Florida, to include the enclave portions of The Villages and The Villages Center Community Development Districts. As a result of our analysis, we have determined that there has been a significant increase in service demands which has resulted in an increase in internal resources in an effort to meet those service delivery demands.

Since the conception of the agreement in 2003, the District was required to provide 24-hour coverage with no less than then three (3) full-time employees per shift. At least two (2) employees per shift shall be licensed Paramedics. Due to the increased service demand, the Fire Rescue Division has increased staffing levels to six (6) full-time employees per shift with the minimum of three (3) employees per shift being licensed Paramedics. The annual call volume in 2004 was 1,738 calls for service. The annual call volume for 2018 has risen to 4,464 calls for service, totaling a 157 % increase in service demand.

In July 2011, an amendment to the 2010 Interlocal Agreement was adopted resulting in Resolution 2011-111. The resolution established the final Fire Assessment rates for the provision of fire protection services for the residential and non-residential property. The adopted rates were as follows:

- Residential Unit = \$90.11
- Commercial = \$0.21 per square foot
- Industrial/Warehouse = \$0.03 per square foot
- Institutional = \$0.21 per square foot

Since 2011, the rates have remained constant without any increases in the Fire Assessment Fee. In an effort to offset the operational costs associated with the increased service demand, we are respectfully requesting the Fire Assessment Fees be adjusted to the following:

- Residential Unit = \$124.00
- Commercial = \$0.29 per square foot
- Industrial/Warehouse = \$0.04 per square foot
- Institutional = \$0.29 per square foot

In conclusion, The Fire Rescue Division strives to meet industry performance standards by providing professional services while taking into consideration our fiscal responsibility to our service demand areas. By having a collaborative partnership with the Town of Lady Lake and conducting frequent performance analysis we will collectively ensure that The Villages Fire Rescue is providing the highest possible level of service to the residents and visitors within the Town of Lady Lake.

Sincerely,



Edmund Cain, Fire Chief
The Villages Public Safety Department