



Seat 1 - Jerry Watts, Director
Seat 2 - Charlie Smith, Chairman
Seat 3 - Thomas Hosken, Director
Seat 4 - Dominic Berardi, Vice Chairman
Seat 5 - Matthew Friedland, Director
Seat 6 - Richard Rademacher, Director
Seat 7 - Diane Spencer, Director

Monthly Board Meetings are held at:
Savannah Recreation Center
1545 Buena Vista Blvd.
The Villages, Florida 32162

AGENDA

June 18, 2020
9:00 AM

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

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

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

NEW BUSINESS:

2. The Approval of the Waste Disposal Agreement between Covanta Lake II, Inc. ("Covanta") and North Sumter County Utility Dependent District (NSCUDD)
The Approval of the Waste Disposal Agreement between Covanta Lake II, Inc. ("Covanta") and North Sumter County Utility Dependent District (NSCUDD) for the process and disposal of certain amounts of Acceptable Waste.
3. Approval of Solid Waste Charge for Residential and Commercial Properties within the Sumter Sanitation Service Area.
Approval for Staff to advertise the amendment and restatement of the Chapter I NSCUDD Rule related to solid waste charges for residential and commercial properties within the Sumter Sanitation Service Area.
4. Budget Resolution 20-05: Approve FY2019-20 Central Sumter Utility Fund Budget
Adopt Resolution 20-05 to approve the Fiscal Year 2019-20 Central Sumter Utility Fund Budget.
5. Approval of Fund Transfers 4201 and 4202
Approval of Fund Transfers 4201 and 4202 to adjust the FY2019-20 Budget.

6. Approval of Amendment No. 7 to the Service Agreement for Solid Waste Collection, Recycling Program, Yard Debris Pick-up , and Bulk White-Goods Pick-up with Operations Management International Inc. (CH2M)

The Approval of Amendment No. 7 to the Service Agreement for Solid Waste Collection, Recycling Program, Yard Debris Pick-up , and Bulk White-Goods Pick-up with Operations Management International Inc. (CH2M) to North Sumter County Utility Dependent District (NSCUDD) for Solid Waste Collection Services for Fiscal Year 2020-2021.

INFORMATIONAL ITEMS ONLY:

7. Financial Statement
Financial Statement as of April 30, 2020

REPORTS AND INPUT:

8. District Manager Reports
 - A. Resident Academy
 - B. Districtgov.org Activity Overview
9. District Counsel Reports
10. Supervisor Comments
11. Audience Comments
12. Adjourn

HOSPITALITY * STEWARDSHIP * INNOVATION & CREATIVITY * HARD WORK

NOTICE

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



AGENDA REQUEST

TO: Board of Directors
North Sumter County Utility Dependent District

FROM:

DATE: 6/18/2020

SUBJECT: **The Approval of the Waste Disposal Agreement between Covanta Lake II, Inc. (“Covanta”) and North Sumter County Utility Dependent District (NSCUDD)**

ISSUE:

The Approval of the Waste Disposal Agreement between Covanta Lake II, Inc. (“Covanta”) and North Sumter County Utility Dependent District (NSCUDD) for the process and disposal of certain amounts of Acceptable Waste.

ANALYSIS/INFORMATION:

On June 20, 2019 NSCUDD held the first in a series of Solid Waste Workshops presenting the State of the Industry for Solid Waste and Recycling. The goal of the series of workshops was to update the Board on the state of the industry and to engage options for a long term solid waste disposal plan. Currently, China and other Asian countries placed strict restrictions on the import of recyclables causing market prices to plummet. NSCUDD’s agreement with Waste Management for recyclables was at the end of its term with pricing at \$28.35 per ton, increasing to \$90.00 per ton with a transportation fee of \$25.00 per ton. During the following months several more workshops were held to gain more knowledge of options and how the residents wanted to move forward, by continuing the current recycling program, reducing the number of items accepted for recycling, or combining recyclables with household solid waste to be transferred to Covanta, an energy-from-waste facility. After many sessions, that had resident engagement, On May 14, 2020 the Board directed Staff to negotiate a long term contract with Covanta for the acceptance, process, and disposal of all acceptable waste which includes household waste combined in one bag with any former recycling materials, and yard waste.

After negotiations, the acceptance fee for acceptable waste will be \$48.00 per ton with an annual minimum commitment of 48,000 tons of acceptable waste, subject to an increase over the preceding contract year’s rate by a percentage positive increase, if any, in the Bureau of Labor Statistics Index CUSR0000SEHG All Urban Consumers, Water and Sewer and Trash collection services in U.S. city average, from the preceding year. The term of this agreement will be for the period from October 1, 2020 through September 30, 2025 and may be extended for up to three additional terms of five (5) years each.

STAFF RECOMMENDATION:

Staff requests approval the Waste Disposal Agreement between Covanta Lake II, Inc. (“Covanta”) and North Sumter County Utility Dependent District (NSCUDD) for the process and disposal of certain amounts of Acceptable Waste.

MOTION:

Motion to approve the Waste Disposal Agreement between Covanta Lake II, Inc. (“Covanta”) and North Sumter County Utility Dependent District (NSCUDD) for the process and disposal of certain amounts of Acceptable Waste and authorize the Chairman or Vice Chairman to execute the Agreement.

ATTACHMENTS:

Description	Type
▣ Covanta Contract	Cover Memo

WASTE DISPOSAL AGREEMENT

THIS WASTE DISPOSAL AGREEMENT (this "***Agreement***") dated as of April ____, 2020 by and between Covanta Lake II, Inc. ("***Covanta***"), and North Sumter County Utility Dependent District (the "***District***").

WITNESSETH:

WHEREAS, Covanta operates an energy-from-waste facility located at 3830 Rogers Industrial Park Rd, Okahumpka, FL 34762; and

WHEREAS, the District and Covanta have agreed to enter into this Agreement pursuant to which, commencing as of the Effective Date, Covanta has agreed to accept, process and dispose of, and the District has agreed to deliver and pay for the disposal of, certain amounts of Acceptable Waste, all in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Covanta and the District hereby agree as follows:

ARTICLE 1. General Provisions.

1.1 Definitions. Certain capitalized terms are defined in Article 13.

1.2 Quantity. During the Term, the District shall (a) deliver Acceptable Waste to Covanta at the Facility in amounts equal to the Annual Minimum Commitment, and pay the Acceptance Fees therefore, or (b) pay the Fees required under Section 3.1.2 in lieu of delivery of the Annual Minimum Commitment of Acceptable Waste to the Facility.

1.3 Delivery Schedule. During the Term, the District may deliver Acceptable Waste to the Facility, exclusive of Holidays, Monday through Friday from 6:00 A.M. to 3:00 P.M. and Saturday from 7:00 A.M. to 12:00 P.M., or at such other times that Covanta and the District may mutually agree. Delivery of Acceptable Waste shall be approximately ratably throughout each month.

1.4 Quality. The District shall deliver only Acceptable Waste hereunder.

1.5 Delivery Vehicles. Acceptable Waste shall be delivered by the District, at its expense, to the Facility in enclosed container vehicles or enclosed compactor vehicles complying with Covanta identification procedures and complying with all regulations or procedures which are required by any applicable governmental entity, including, but not limited to, any local rules.

1.6 Term. This Agreement shall remain in full force and effect during the Term. In the event Covanta elects to shut down the Facility for any reason, Covanta may terminate this Agreement upon 180 days' written notice to the District. Upon expiration of the Term, the obligations of the District and Covanta to deliver Acceptable Waste, on the one hand, and accept, process and dispose of such Acceptable Waste on the other hand, shall terminate, provided, however, that the provisions of Section 6.2.4 shall survive such termination.

ARTICLE 2 Facility Procedures.

2.1 Acceptance/Rejection of Solid Waste. From and after the Effective Date and until this Agreement is terminated or expires, Covanta shall accept at the Facility Acceptable Waste in accordance with the terms of this Agreement, provided however, that Covanta shall have no obligation to accept (i) in any year, Acceptable Waste in excess of the Annual Maximum Tonnage, (ii) Acceptable Waste it does not accept by reason of an Event of Force Majeure or due to the fault of the District, (iii) Acceptable Waste that is not delivered in accordance with the requirements of this Agreement, and (iv) Acceptable waste not delivered by the District by reason of an Event of Force Majeure. Covanta shall have the right in its sole discretion to reject delivery of any solid waste offered for acceptance by the District which does not constitute Acceptable Waste. Ownership of solid waste (that does not constitute Acceptable Waste) delivered to the Facility shall remain with the District and shall never pass to Covanta. In the event that Covanta determines that any solid waste delivered to the Facility by the District does not constitute Acceptable Waste, the provisions of Section 4.1 shall apply.

2.2 Delivery Procedures. The delivery of solid waste to the Facility shall be regulated by procedures applicable generally to customers utilizing the Facility reasonably determined by Covanta and to be provided by Covanta to the District from time to time. The delivery procedures shall have reasonable terms and conditions consistent with the then operation of the Facility. Covanta shall provide 180 days' notice to the District of any changes to the delivery procedures.

2.3 Vehicle Identification. Covanta may provide for a system for the identification of delivery vehicles (which procedures may include, without limitation, identification to include the name of the District and tare weight of each vehicle used to haul solid waste to the Facility and other rules and regulations applicable in the State of Florida) and shall also provide that Covanta may place reasonable reliance on representations made by operators of vehicles owned by or operated on behalf of the District with proper identification as to the Person or entity against whose account the solid waste being delivered is to be charged. Covanta shall be under no obligation to accept Acceptable Waste from Persons or vehicles not complying with the identification system or the delivery procedures established by Covanta. Covanta may enforce compliance with identification and delivery procedures by denial of disposal privileges and such other means as it may reasonably determine to be necessary and appropriate.

ARTICLE 3 Fees.

3.1 Fees

3.1.1 As provided in Section 5.1, the District shall pay to Covanta for each Ton of Acceptable Waste delivered by or on behalf of the District to the Facility and accepted by Covanta, the following fees:

(A) for deliveries by the District which do not exceed the Annual Maximum Tonnage, the Acceptance Fee;

(B) for deliveries by the District of Acceptable Waste which exceed the Annual Maximum Tonnage, in the event that Covanta accepts such waste (which it may do so in its sole discretion), the Excess Tonnage Acceptance Fee;

together with any other Fees payable hereunder.

3.1.2 In the event that in any year the amount of Acceptable Waste delivered by the District and accepted by Covanta is less than the Annual Minimum Commitment, the District shall pay to Covanta in accordance with Article 5 an amount equal to the Acceptance Fees that would have been paid by the District if the Annual Minimum Commitment had been delivered by the District.

3.1.3 Except as provided for in Section 5.3, the obligations of the District to make payments pursuant to the terms hereunder shall not be subject to any set-off, abatement, counterclaim, existence of a dispute or any reason, known or unknown, foreseeable or unforeseeable, which might otherwise constitute a legal or equitable defense or discharge of the liabilities of the District hereunder or limit recourse to the District. Payment pursuant to this provision shall not prejudice the rights of the District to claim abatements, refunds or adjustments to which it is entitled under this Agreement.

3.2 Adjustment of Fees.

3.2.1 If, during the Term of this Agreement, Covanta or the Facility incur Force Majeure Costs, Covanta shall provide a reasonably detailed written notice thereof to the District. The District shall be responsible to pay its proportionate share of such Force Majeure Costs, based on the waste the District delivers to the Facility, to Covanta upon receipt of an invoice therefore. Force Majeure Costs may be payable at Covanta's option as a lump sum payment or as an increase in the Acceptance Fee payable under this Agreement. "**Force Majeure Costs**" shall mean Operating Cost Increases incurred during the Term as a result of an Event of Force Majeure. "**Operating Cost Increase**" means, as shall be mutually agreed to by the District and Covanta, any increase in the Facility's reasonable direct costs of operating the Facility that arises from a Force Majeure Event less any insurance payments received in connection with such Force Majeure Event. If the parties are unable to agree on an Operating Cost Increase, then Covanta may terminate this Agreement upon 90 days' written notice to the District.

ARTICLE 4 Quality of Solid Waste.

4.1 Unacceptable Waste.

4.1.1 The District agrees that it shall not deliver Unacceptable Waste to Covanta. If a delivery of solid waste is made which contains both Acceptable Waste and Unacceptable Waste, the entire delivery shall constitute Unacceptable Waste if the Unacceptable Waste cannot be separated from the Acceptable Waste without the use of unreasonable efforts or expense of Covanta to cause such separation. If the District delivers Unacceptable Waste to the Facility, Covanta at its sole option may (i) reject acceptance of such solid waste and require the District to reload and dispose of such solid waste at the District's sole expense, or (ii) if Covanta does not discover such Unacceptable Waste in time to reject and reload such solid waste, Covanta may, after giving the District telephonic notice thereof, dispose of such solid waste and charge the District all direct and indirect costs incurred by Covanta for such disposal, unless the District otherwise elects to arrange for the disposal of the waste. If the District elects to dispose of the waste, it shall be required to do so within 48 hours, or such lesser period of time as Covanta, in its sole judgment, shall deem necessary or appropriate in connection with the operation of the Facility including without limitation, the preservation of the health and safety of its employees and the Persons delivering waste to the Facility. If after electing to do so, the District does not dispose of the Unacceptable Waste within the prescribed time period, Covanta may dispose of the waste without further notice to the District and the District shall be required to pay the fees and costs set forth above. No notice shall be required of Covanta to the District to dispose of Unacceptable Waste in emergency situations where a delay in such disposal would constitute a hazard to the Facility, the Landfill or any Person on, about or near the premises. Nothing herein contained shall obligate Covanta to screen waste or to detect Unacceptable Waste delivered by the District, and the District shall remain liable for all damages of any nature resulting from the delivery by the District of Unacceptable Waste.

4.1.2 If Covanta elects to dispose of such Unacceptable Waste, the District shall indemnify and hold the Covanta Indemnified Parties harmless from and against all liabilities, losses, damages, costs, expenses, and disbursements, including reasonable legal fees and expenses arising out of the processing or disposal by such person of Unacceptable Waste or waste not constituting Acceptable Waste delivered by the District and incidental and consequential damages incurred by such Person. Such disposal by Covanta shall not constitute acceptance by Covanta, transfer of ownership to Covanta, consent by Covanta to a pattern of repeated deliveries by the District of Unacceptable Waste, or waiver by Covanta of any remedies it may have against the District because of the delivery of Unacceptable Waste. All activities of Covanta with respect to such Unacceptable Waste delivered to or abandoned at the Facility shall be as agent for the District.

4.1.3 Intentionally omitted.

4.1.4 Full Loads of Recyclables. If the District delivers Unacceptable Waste composed of an entire truckload of recyclables, and if Covanta elects in its sole discretion to accept such load for disposal, then the District shall pay Covanta \$100.00 per ton for such recyclables and such \$100.00 rate shall escalate at the same rate as the Acceptance Fee.

ARTICLE 5 Billing and Payments.

5.1 Payments. The District shall make payment within 30 days of the date of Covanta's invoice at the address specified on such invoice.

5.2 Overdue Charges. Amounts owed to Covanta after invoice due date shall accrue interest each day such invoice is not paid at the maximum rate permitted by applicable law or one and one half percent (1-1/2%) per month, whichever is less. The District shall be responsible for any and all costs incurred by Covanta, including but not limited to legal expenses, should the District's account be submitted for collection.

5.3 Disputes. In the event of a dispute as to any payment, (a) the District shall pay when due the amount of the invoice which is not in dispute and (b) the District shall give Covanta, at the time such payment is made, written notice of the dispute. Such notice shall identify said report, state the amount in dispute and set forth a full statement of the grounds which form the basis of such dispute. No adjustment shall be considered or made for disputed charges until notice is given as aforesaid. Upon settlement by the parties of the dispute, Covanta shall refund promptly the amount of any paid overcharge or the District promptly shall pay the outstanding portion of the invoice, whichever is applicable.

ARTICLE 6 Assignments.

6.1 Assignment. The District may not assign or transfer, directly or indirectly, its interest in and to this Agreement without the prior written consent of Covanta; such consent shall not be unreasonably withheld. Covanta may upon prior written notice to the District assign all or any portion of this Agreement at any time; provided, however, that unless such assignment is to a trustee or lender in connection with the financing of the Facility or to a Qualified Covanta Affiliate, such assignment shall not relieve Covanta of any obligation hereunder without the consent of District.

6.2 District Insurance.

6.2.1 The District shall be required to maintain liability insurance covering bodily injury and property damage as provided below, which insurance shall name Covanta as an additional insured. Prior to service commencement and each year at renewal, as reasonably requested by Covanta and upon each change in the insurance carried by the District, the District shall provide Covanta evidence that the insurance required hereunder is in place.

6.2.2 The District shall obtain and maintain during the term of the contract and at its expense the following insurance coverage; a) Workers Compensation insurance as required by law and Employers Liability insurance having a minimum limit of liability of \$1,000,000, b) Commercial General Liability insurance with a broad form contractual liability having a minimum limit of liability of \$2,000,000 per occurrence; c) Commercial Automobile Liability insurance applicable to all owned, hired and non-owned vehicles having a minimum combined single limit of liability of \$1,000,000 per occurrence with broaden pollution liability coverage endorsement equivalent to (CA 9948); and d) Excess Liability insurance having a minimum limit of liability of \$2,000,000 per occurrence. Each policy obtained pursuant to items b) through d) above shall designate Covanta as an additional insured; District shall cause its insurers to waive its subrogation right in favor of Covanta Indemnified Parties. District shall provide 30 days advance notice to Covanta in the event of a cancellation or non-renewal of a policy.

6.2.3 The District waives any claim for recovery from Covanta for any injury, loss or damage to District resulting from the performance of this Agreement, to the extent compensation for such injury, loss or damage shall have been recovered under any insurance policy. Immediately upon the occurrence of any injury, loss or damage resulting from the performance of this agreement, written notice shall be given to Covanta's authorized representative.

6.2.4 The District shall hold harmless and indemnify Covanta, the Facility, and their respective affiliates, subsidiaries, parent companies, and their directors, officers, employees, contractors of any tier and other agents ("***Covanta Indemnified Parties***") from and against any expense, loss claim or liability whatsoever, including attorneys fees, and shall defend the Covanta Indemnified Parties in any proceeding, including appeals, for injury to any person, or loss or damage to any property arising out of; a) the negligence or wrongful misconduct of the District, its directors, officers or partners, and as the case may be, employees, contractors of any tier or other agents; b) the failure by the District, its directors, officers or partners, as the case may be, employees, contractors of any tier or other agents to comply with applicable law; c) the performance by the District of this Agreement; d) the delivery by the District of any Hazardous Waste or Unacceptable Waste to the Facility. The District's liability to pay a claim under this indemnification shall be capped in the same manner and to the same extent as the District's liability to pay tort claims is capped pursuant to §768.28 and §190.043, Florida Statutes and judicial interpretation thereof. As authorized by §768.28(5), Florida Statutes, the District agrees that the liability caps shall not apply to indemnification obligations which are within the limits of insurance coverage provided.

ARTICLE 7 Governmental Regulation.

7.1 Jurisdiction. Covanta and the District acknowledge that the collection, transportation and disposition of solid waste is subject to the jurisdiction of various governmental agencies, including, without limitation, agencies of the United States of America and the State of Florida.

7.2 Compliance. Covanta and the District agree, at their own expense, (subject to the provisions herein relating to Change in Law and Events of Force Majeure), to materially comply with all applicable statutes, rules and regulations applicable to them in connection with this Agreement and the transactions contemplated hereby. Such statutes, rules and regulations may include, without limitation, actions taken by the jurisdiction in which the Facility is located to regulate vehicle traffic associated with the Facility. The District agrees to take all necessary action to cause Persons delivering waste on its behalf to Covanta to comply with any law, statute, regulation, order, standard or ordinance of the jurisdiction in which the Facility is located.

ARTICLE 8 Suspension Due To Force Majeure.

8.1 Suspension of Obligations.

8.1.1 A delay or failure of performance hereunder by either party shall not constitute an event of default or cause for any liability under this Agreement to the extent caused by an Event of

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Force Majeure. Such delay or failure shall be excused at any time performance is affected by an Event of Force Majeure and during such period thereafter as may be reasonably necessary for the party so affected, using its reasonable efforts, to correct the adverse effects of such Event of Force Majeure. If an Event of Force Majeure causes a reduction, but not a complete suspension in the ability of Covanta in connection with the operation of the Facility to accept, process, incinerate or dispose of Acceptable Waste or dispose of process residue derived from Acceptable Waste, then subject to (i) the then existing commitments of Covanta with respect to the Facility, (ii) the reserved capacity requirements for the Landfill, and (iii) the requirements of all applicable permits, consents and approvals of the State of Florida and other governmental entities, Covanta shall use its reasonable efforts to allocate a portion of such reduced capacity of the Facility to the District; provided, that such allocation shall be determined by Covanta in its sole discretion. An act or event of Force Majeure shall not terminate or suspend the District's obligations to make payments pursuant to this Agreement for waste which has been delivered to the Facility prior to a suspension for an Event of Force Majeure.

8.1.2 The party relying on an Event of Force Majeure as justification for a delay or failure of performance hereunder shall give the other party 15 business days written notice of such Event of Force Majeure.

8.2 Efforts to Remove Condition. A party whose performance is adversely affected by an Event of Force Majeure shall use its reasonable efforts to overcome or remove such Event of Force Majeure. After the completion of a suspension due to an Event of Force Majeure and to the extent Covanta has the capacity to accept, process, incinerate and dispose of excess waste, Covanta shall use its reasonable efforts to accept Acceptable Waste collected by the District which the District was unable to deliver to Covanta during the Event of Force Majeure period. Covanta shall not be obligated to accept Acceptable Waste to the extent that the acceptance, processing, incineration or disposal of such Acceptable Waste is contrary to or in violation of or would cause Covanta to be in violation of any permits and approvals necessary for the Facility.

8.3 Termination of Contract. If an act or event of Force Majeure causes a complete or partial suspension in the ability of either party to accept Acceptable Waste, in the case of Covanta, or deliver Acceptable Waste, in the case of the District, and said suspension continues for a period of ninety (90) days or more, either party may terminate this Agreement and the obligation to accept, process and deliver Acceptable Waste hereunder (but such termination shall not terminate the parties' obligations with respect to solid waste delivered prior to such termination).

ARTICLE 9 Liquidated Damages; Default.

9.1 Payment of Liquidated Damages. If Covanta fails to accept Acceptable Waste at the Facility as required by the terms of this Agreement, Covanta may designate an alternate disposal site or if Covanta fails to designate an alternate disposal site within ten (10) business days after the initial failure by Covanta to accept Acceptable Waste, the District shall reasonably choose an alternate disposal site (subject to Covanta approval, which approval shall not be unreasonably withheld). Covanta shall pay or cause to be paid to the District as liquidated damages and not as a penalty, the difference between the applicable Acceptance Fee for such period and the cost of delivering (including any increased transportation costs) and disposing of its Acceptable Waste to the alternative disposal site. All such payments required to be made by Covanta hereunder shall be

made within thirty (30) days of the date the District notifies Covanta in writing of the cost of delivering and disposing of its Acceptable Waste to the alternative disposal site (which notice shall include such documentation as Covanta shall reasonably request verifying such cost) for such period that Covanta did not accept Acceptable Waste from the District when required hereunder.

9.2 Events of Default of Covanta. Each of the following shall be an event of default by Covanta under this Agreement:

9.2.1 Covanta fails to pay the liquidated damages provided in Section 9.1, in lieu of the performance of its obligation to accept delivery of Acceptable Waste in accordance with this Agreement and the continuance of such failure for a period of thirty (30) days after written notice to Covanta; or

9.2.2 Covanta makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or if there shall have been filed any such proceeding, in which an order for relief is entered or which is not dismissed for a period of sixty (60) days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or suffers any such custodianship, receivership or trusteeship to continue undischarged for a period of sixty (60) days or more.

9.3 Events of Default of District. Each of the following shall be an event of default by the District under this Agreement:

9.3.1 The District fails to pay any amounts, including without limitation, the Acceptance Fees, Excess Tonnage Acceptance Fees, and any amounts payable pursuant to Sections 5.2 or 5.3 which become due hereunder;

9.3.2 The District fails to observe and perform any other material term, covenant or agreement contained in this Agreement, the Delivery Procedures or other agreements or policies to which either the District is subject and such failure continues for a period of ten (10) days after written notice to the District specifying the nature of such failure and requesting that it be remedied; or

9.3.3 The District makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or if there shall have been filed any such proceeding, in which an order for relief is entered or which is not dismissed for a period of sixty (60) days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or suffers any

such custodianship, receivership or trusteeship to continue undischarged for a period of sixty (60) days or more.

9.4 Remedies on Default. Whenever any event of default shall have occurred and be continuing, the nondefaulting party shall have the following rights and remedies:

9.4.1 Upon ten (10) days written notice to Covanta, if Covanta is then in default, the District shall have the option to terminate this Agreement unless the event of default is fully cured prior to the expiration of such ten (10) day period or unless during such period Covanta has taken remedial steps the effect of which would be to enable Covanta to cure such event of default within a reasonable period of time (which, if the event of default is a default in the payment of monies and results from restraint by a court or regulatory agency, shall mean the undertaking and prosecution of prompt, diligent, good faith efforts to remove such restraint);

9.4.2 Upon ten (10) days written notice to the District, if the District is then in default, Covanta shall have the option to terminate this Agreement unless the event of default is fully cured prior to the expiration of such ten (10) day period or unless during such period the District has taken remedial steps the effect of which would be to enable the District to cure such event of default within a reasonable period of time (which, if the event of default is a default in the payment of monies and results from restraint by a court or regulatory agency, shall mean the undertaking and prosecution of prompt, diligent, good faith efforts to remove such restraint);

9.4.3 Upon written notice to the District, if the District has defaulted, Covanta shall have the option, without terminating this Agreement, to stop accepting Acceptable Waste delivered or tendered for delivery by the District, until such default is cured or this Agreement is terminated.

ARTICLE 10 Representation and Warranties, Insurance.

10.1 Representations and Warranties of the District. The District hereby represents and warrants to Covanta that this Agreement has been executed by authorized officers of the District, and has heretofore delivered to Covanta evidence of such authority. The District has the full power and authority to execute and deliver this Agreement to Covanta and carry out the transactions contemplated hereby, all of which have been duly authorized in accordance with the laws of the State of Florida and such other laws as may be applicable. There is no litigation pending, or to the knowledge of the District, threatened, which questions this Agreement or which affect or may affect the transactions contemplated hereby.

10.2 Representations and Warranties of Covanta. Covanta hereby represents and warrants to the District that Covanta has the full power and authority to execute and deliver this Agreement to the District and to carry out the transactions contemplated hereby. There is no litigation pending, or to the knowledge of Covanta, threatened, which questions this Agreement or which affect or may affect the transactions contemplated hereby.

10.3 Liability for Breach. It is understood and agreed that the signatories hereto shall be liable to each other in the manner and to the extent provided by law for any loss or harm occasioned by the breach of any term, covenant, agreement, undertaking or obligation of this Agreement. This section shall survive the term of this Agreement.

ARTICLE 11 Governing Law.

11.1 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Florida, without regard to the internal provisions thereof addressing conflicts of law.

11.2 The pendency of litigation shall affect neither the obligations of the parties to make any payment or render any service required by this Agreement nor the rights of the parties under this Agreement.

ARTICLE 12 Miscellaneous.

12.1 Entire Agreement. This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties. This Agreement constitutes the entire agreement between the parties herein in respect of the subject matter hereof.

12.2 Waiver. No delay in exercising or failure to exercise any right or remedy accruing to or in favor of any party hereunder shall impair any such right or remedy or constitute a waiver thereof. Every right and remedy given hereunder or by law may be exercised from time to time and as often as may be deemed expedient by the parties hereto.

12.3 Modifications. This Agreement may not be modified or amended except in writing signed by or on behalf of both parties by their duly authorized officers.

12.4 Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective successors and permitted assigns of the parties hereto.

12.5 Notices. All written notices, reports and other documents required or permitted under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or deposited in the mails, postage prepaid, registered or certified mail, return receipt requested, or by commercial overnight courier addressed to the party to whom notice is being given at its address set forth below. Either party may change its address by notice similarly given.

If to the District:

North Sumter County Utility Dependent District
984 Old Mill Run
The Villages, FL 32162
Richard Baier, District Manager
Richard.baier@districtgov.org

With a copy to:

Stone and Gerken
[address and contact info]
4850 N. Highway 19A

Mount Dora, Florida 32757

If to Covanta:

Covanta Lake II, Inc.
3830 Rogers Industrial Park Rd
Okahumpka, FL 34762
Attention: Business Manager

With a copy to:

Covanta Energy, LLC
445 South Street
Morristown, NJ 07960
Attention: General Counsel

12.7 Further Actions. Each party agrees that it will, at its own expense, execute any and all certificates, documents and other instruments, and take such other further actions as may be reasonably necessary to give effect to the terms of this Agreement.

12.8 Counterparts. This Agreement may be executed in several counterparts, any one of which shall be considered to be an original hereof for all purposes.

12.9 Severability. In the event that any of the provisions, portions, or applications of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, Covanta and the District shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, portions, or applications thereof shall not be affected thereby.

12.10 Rights of Third Parties. Nothing in this Agreement is intended to confer any right on any person other than the parties to it and their respective successors and assigns; nor is anything in this Agreement intended to modify or discharge the obligation or liability of any third person to any party to this Agreement or give any third person any right of subrogation or action over or against any party to this Agreement.

12.11 Headings for Convenience. The headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

12.12 Waste Delivery Haul Routes. Transportation of waste to the Facility shall be only by means of Covanta designated delivery routes.

ARTICLE 13 Definition and Interpretation.

13.1 Definitions. The following words and phrases shall have the following meanings when used in this Agreement:

"Acceptable Waste" means non-hazardous municipal solid waste, including approximately 20% residential recycling (excluding aluminum and cardboard), and approximately 15% yard waste,

all generated within the North Sumter County Utility Dependent District; provided, however, Acceptable Waste shall not include Unacceptable Waste.

"Acceptance Fee" means \$48.00 per Ton. On October 1, 2020 and every October 1st thereafter that this Agreement is in effect, the Acceptance Fee shall be subject to an increase over the preceding Contract Year's rate by a percentage positive increase, if any, in the Bureau of Labor Statistics Index CUSR0000SEHG All Urban Consumers, Water and Sewer and Trash collection services in U.S. city average, from the preceding year.

"Annual Maximum Tonnage" means 55,000 Tons of Acceptable Waste per Contract Year. The Annual Maximum Commitment may be increased or decreased upon the written mutual agreement of the parties.

"Annual Minimum Commitment" means 48,000 Tons of Acceptable Waste per Contract Year. The Annual Minimum Commitment may be increased or decreased upon the written mutual agreement of the parties.

"Change in Law" means either (a) the enactment, adoption, promulgation, modification, written interpretation or reinterpretation, written guideline or repeal, subsequent to the Effective Date, of any law, ordinance, code, rule, regulation or similar legislation by any Federal, State, County or other governmental body, or (b) the modification of or the imposition of any conditions on the issuance, modification or renewal of any official permit, license or approval subsequent to the Effective Date, which in the case of either (a) or (b), establishes requirements affecting the operation of the Facility which are more burdensome than and adversely inconsistent with the most stringent requirements which are applicable to the Facility or Covanta, as the case may be, and which are contained in any applicable laws with respect to the Facility in effect as of the Effective Date.

"Contract Year" means October 1 through September 30.

"Effective Date" means the first day of the Term.

"Event of Force Majeure" means the following acts, events or conditions or any combination thereof that has had or may reasonably be expected to have a direct, material, adverse effect on the rights or obligations of a party to this Agreement; provided however, that such act, event or condition shall be beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the terms of this Agreement:

(a) An act of God such as severe natural conditions such as landslide, lightning, earthquake, flood, hurricane, blizzard, tornado or other severe weather conditions, severe sea conditions (affecting delivery of materials) or similar cataclysmic occurrence, nuclear catastrophe, fire, an act of public enemy, war, blockade, insurrection, sabotage, vandalism, theft, riot, general arrest or general restraint of government and people.

(b) A Change in Law.

(c) The loss of any utility services necessary for the operation of the Facility.

(d) The unavailability of a Landfill for the disposal of process residue.

(e) The presence of any subsurface or latent physical condition (including the presence of Hazardous Waste or other contamination or pollution) at or on the Facility which shall prevent or require a redesign or change in the operation of the Facility.

(f) The condemnation, taking, seizure, involuntary conversion or acquisition of title to or use of the Facility or any material portion or part thereof, or the alternate disposal facility then being used by Covanta to carry out its obligations hereunder by the action of any federal, state or local government or governmental agency or authority.

(g) The inadvertent processing of Unacceptable Waste in the Facility.

"Excess Tonnage Acceptance Fee" means \$48.00 per Ton. On October 1, 2020 and every October 1st thereafter that this Agreement is in effect, the Excess Tonnage Acceptance Fee shall be subject to an increase over the preceding Contract Year's rate by a percentage positive increase, if any, in the Bureau of Labor Statistics Index CUSR0000SEHG All Urban Consumers, Water and Sewer and Trash collection services in U.S. city average, from the preceding year.

"Facility" means the Lake energy-from-waste facility located at 3830 Rogers Industrial Park Rd, Okahumpka, FL 34762.

"Fees" means the Acceptance Fee, the Excess Tonnage Acceptance Fee, and such other amounts that the District is required to pay hereunder.

"Hazardous Waste" means any waste regulated as hazardous by any local, State or Federal authority.

"Holidays" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

"Landfill" means the landfill or landfills designated from time to time by Covanta or the Facility for receipt of by-pass and ash residue from the Facility.

"Person" means a municipality, corporation, partnership, business trust, trust, joint venture, company, firm or individual.

"Qualified Covanta Affiliate" means an entity which is directly or indirectly controlled by, or under common control with, Covanta Holding Corporation, a Delaware corporation, or any successor thereto.

"Term" means, unless sooner terminated in accordance with the terms of this Agreement, the period from October 1, 2020 through September 30, 2025. Thereafter, this Agreement may be extended for up to three additional terms of five-years each upon the written mutual agreement of the parties.

"Ton" means 2,000 pounds.

"Unacceptable Waste" means (a) any waste that is specifically prohibited for admittance or processing at the Facility by the FL DEP or other regulatory agency having jurisdiction over the Facility, (b) any material that has the reasonable possibility of adversely affecting the operation of any part of the Facility, and (c) Hazardous Waste.

13.2 Interpretation. In this Agreement, unless the context otherwise requires:

13.2.1 The terms "hereby", "hereof", "herein", "hereunder", and any similar terms as used in this Agreement refer to this Agreement, and the term "heretofore" shall mean before, and the term "hereafter" shall mean after the date of execution of this Agreement.

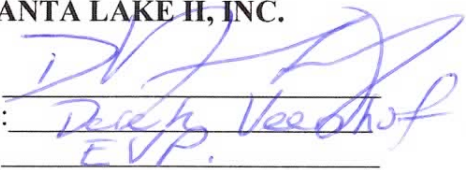
13.2.2 Words of masculine gender shall mean and include correlative words of feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT

By: _____
Name: _____
Title: _____

COVANTA LAKE H, INC.

By: 
Name: Derick J. Veehof
Title: EVP.



AGENDA REQUEST

TO: Board of Directors
North Sumter County Utility Dependent District

FROM: Kenneth Blocker, Assistant District Manager

DATE: 6/18/2020

SUBJECT: **Approval of Solid Waste Charge for Residential and Commercial Properties within the Sumter Sanitation Service Area.**

ISSUE:

Approval for Staff to advertise the amendment and restatement of the Chapter I NSCUDD Rule related to solid waste charges for residential and commercial properties within the Sumter Sanitation Service Area.

ANALYSIS/INFORMATION:

On December 27, 2012 North Sumter County Utility Dependent District completed the acquisition of the Sumter Sanitation, LLC Sanitation Company and assumed the rate of \$17.90 per month for residential service. No changes were made to the rate until October 1, 2019 after the Board approved the results of the Sumter Sanitation Rate Sufficiency Study increasing the residential rate to \$19.38 (8.25%), with nine consecutive annual increases of 2.5% thereafter.

Due to the volatility of the market for recyclables and an increase in the disposal fees from \$28.35 per ton to \$90.00 per ton, a series of Solid Waste Workshops with input from the residents, the Board directed Staff to negotiate a contract with Covanta for the disposal of all waste at its Energy-From-Waste facility.

In order to maintain sustainability, staff requests that current charges be increased from \$19.38 to \$22.24 per month (14.75%) effective October 1, 2020, increasing 3.25% annually for the following nine (9) years. This will provide sufficient revenue, needed to maintain the debt service coverage ratio, maintain adequate working capital and fund additional renewal and replacement reserves.

STAFF RECOMMENDATION:

Staff requests approval of an increase of the Solid Waste Charge for Residential and Commercial Properties within the Sumter Sanitation Service Area and authorize the advertisement to amend Chapter I NSCUDD Rules, replacing Schedule D with the updated rate schedule.

MOTION:

Motion to approve an increase of the Solid Waste Charge for Residential and Commercial Properties within the Sumter Sanitation Service Area and authorize the advertisement to amend Chapter I NSCUDD Rules, replacing Schedule D with the updated rate schedule.



AGENDA REQUEST

TO: Board of Directors
North Sumter County Utility Dependent District

FROM: Barbara E. Kays, Budget Director

DATE: 6/18/2020

SUBJECT: **Budget Resolution 20-05: Approve FY2019-20 Central Sumter Utility Fund Budget**

ISSUE:

Adopt Resolution 20-05 to approve the Fiscal Year 2019-20 Central Sumter Utility Fund Budget.

ANALYSIS/INFORMATION:

On November 14, 2019, the North Sumter County Utility Dependent District Board of Directors adopted Resolution 20-01 authorizing the issuance of and awarding the sale of revenue bonds for the purpose of acquiring the Central Sumter Utility potable water treatment and distribution system and wastewater collection, treatment and disposal system.

Attached is the Fiscal Year 2019-20 Budget for the Central Sumter Utility Fund of the North Sumter County Utilities Dependent District that reflects projected revenue and expenses through September 30, 2020. The major revenue sources are the residential and commercial water and sewer fees. In addition to the debt service expenses for the recent bond issuance, major expenditures include OMI/CH2M Hill contractual services to provide operations, maintenance and management services, building and structure maintenance and electricity costs.

Upon approval by the North Sumter County Utility Dependent District Board, this Fiscal Year 2019-20 Central Sumter Utility Fund Budget will be submitted to the Sumter County Board of Commissioners for adoption.

STAFF RECOMMENDATION:

Staff is recommending adoption of Resolution 20-05 to approve the Fiscal Year 2019-20 Central Sumter Utility Fund Budget.

MOTION:

Motion to adopt Resolution 20-05 to approve the Fiscal Year 2019-20 Central Sumter Utility Fund Budget.

ATTACHMENTS:

Description	Type
▣ Resolution 20-05	Cover Memo

RESOLUTION 20-05

A RESOLUTION APPROVING AN AMENDMENT TO THE FISCAL YEAR 2019-20 BUDGET OF THE NORTH SUMTER COUNTY DEPENDENT DISTRICT BOARD TO INCLUDE THE CENTRAL SUMTER UTILITY FUND FOR SUBMITTAL TO THE SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

WHEREAS, On November 14, 2019, the North Sumter County Utility Dependent District Board of Directors adopted Resolution 20-01 authorizing the issuance of and awarding the sale of revenue bonds for the purpose of acquiring the Central Sumter Utility potable water treatment and distribution system and wastewater collection, treatment and disposal system; and

WHEREAS, the purchase of the Central Sumter Utility was finalized on December 23, 2019; and

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Directors, the District's Central Sumter Utility Fund proposed operating budget for the remainder of Fiscal Year 2019-20; and

WHEREAS, once approved by the Board of Directors, this budget amendment will be submitted to the Sumter County Board of County Commissioners to adopt the amendment to the North Sumter County Utility Dependent District Fiscal Year 2019-20 Budget to include the Central Sumter Utility Fund Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT;

The operating budget proposed by the District Manager for Fiscal Year 2019-20 is hereby approved for the amount listed below:

Central Sumter Utility Fund

\$ 6,241,725

Adopted this 18th day of June, 2020.

NORTH SUMTER COUNTY UTILITY
DEPENDENT DISTRICT

Charlie Smith, Chair

Richard J. Baier, Secretary

NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT		
Central Sumter Utility Fund		
		FY2019-20
Sources:		Budget
40.445-00.00.000-341.999	Misc Revenue	1,000
40.445-00.00.000-343.601	Water Fees - Residential	1,874,000
40.445-00.00.000-343.602	Water Fees - Commercial	117,000
40.445-00.00.000-343.603	Sewer Fees - Residential	3,566,000
40.445-00.00.000-343.604	Sewer Fees - Commercial	274,000
40.445-00.00.000-343.607	Meters Impact Fees	1,000
40.445-00.00.000-343.609	Reconnect Fees	1,500
40.445-00.00.000-343.612	Metered Construction Water	200
40.445-00.00.000-343.613	Returned Check Fees (\$25)	600
40.445-00.00.000-343.616	Utility Late Penalty Fee	4,500
40.445-00.00.000-361.101	Int Income - CFB	5,000
40.445-00.00.000-361.102	Int Income - Cash Equiv	1,500
40.445-00.00.000-361.103	Int Income - USB	25,000
40.445-00.00.000-362.007	Lease Revenue	44,393
40.445-00.00.000-366.001	Contr from Developer	602,029
40.445-00.00.000-669.901	(Add)/Use-Working Capital	(275,997)
	Total Sources	6,241,725
Disbursements:		
40.445-10.00.000-536.311	Management Fees	176,609
40.445-10.00.000-536.312	Engineering Services	123,457
40.445-10.00.000-514.313	Legal Services	10,000
40.445-10.00.000-536.318	Technology Services	28,980
40.445-10.00.000-536.319	Other Professional Services	60,000
40.445-10.00.000-536.323	Trustee Services	10,325
40.445-10.00.000-536.321	Accounting Services	1,903
40.445-10.00.000-536.343	Systems Management Support	15,000
40.445-10.00.000-536.349	Misc Contractual Services	961,539
40.445-10.00.000-536.412	Postage	1,000
40.445-10.00.000-536.431	Electricity	263,935
40.445-10.00.000-536.433	Water & Sewer	32,732
40.445-10.00.000-536.442	Equipment Rental	6,400
40.445-10.00.000-536.451	Casualty & Liability Insurance	495
40.445-10.00.000-536.462	Building/Structure Maintenance	248,629
40.445-10.00.000-536.463	Landscape Maint.- Recurring	18,000
40.445-10.00.000-536.464	Landscape Maint.-Non-Recurring	4,000
40.445-10.00.000-536.471	Printing & Binding	1,000
40.445-10.00.000-536.491	Bank Charges	150
40.445-10.00.000-536.493	Permits & Licenses	4,000
40.445-10.00.000-536.497	Legal Advertising	1,000
40.445-10.00.000-513.499	Misc Current Charges	5,535
40.445-10.00.000-536.526	Meter Supplies	23,077
40.445-10.00.000-536.529	Operating Supplies-Other	61,425
40.445-10.00.000-536.633	Infrastructure	41,609
40.445-10.00.000-536.721	Interest Expense - Senior De	2,921,334
40.445-10.00.000-536.722	Interest Expense - Subordina	376,420
40.445-10.00.000-517.730	Miscellaneous Bond Expenses	843,171
	Total Disbursements	6,241,725

Central Sumter Utility (CSU)
Capital Expenses
2019-20

Project	Amount	Funding Source
SCADA Upgrade - Phase 3	11,609	Working Capital
NSU-CSU Potable Interconnect	30,000	Working Capital
40.445.10.00.000.536.633 Total	\$41,609	



AGENDA REQUEST

TO: Board of Directors
North Sumter County Utility Dependent District

FROM: Barbara E. Kays, Budget Director

DATE: 6/18/2020

SUBJECT: **Approval of Fund Transfers 4201 and 4202**

ISSUE:

Approval of Fund Transfers 4201 and 4202 to adjust the FY2019-20 Budget.

ANALYSIS/INFORMATION:

On July 9, 2019, the NSCUDD Board of Directors adopted Resolution 2019-05 approving the Fiscal Year 2019-20 Proposed Budget. The Proposed Budget was then submitted to Sumter County for review and approval in accordance with Ordinance 2010-10. The Sumter County Board of Commissioners approved the budget as submitted during their July 23, 2019 board meeting.

Due to the adoption of the NSCUDD budget by the Sumter County Board of Commissioners prior to the finalization of the District's budget process it is necessary to adjust the budget once the new fiscal year begins to account for cost allocation changes and other variations that have occurred following the adoption. Additional funds are also needed for the increased costs for recycling services.

According to District policy, it is necessary to receive Board approval for the attached fund transfers as they exceed \$100,000. The adjustments are outlined below for each fund.

1. Fund Transfer 4201 - North Sumter Utility Fund: Allocation adjustments within this fund resulted in a net decrease of \$123,181. This surplus will be redirected to building and structure maintenance accounts to be used as needed for maintenance projects.
1. Fund Transfer 4202 - Sumter Sanitation Fund:
 - a. Allocation adjustments for this fund resulted in an increase of \$22,361.
 - b. Additional funds are needed for the increased recycling fees. Staff is recommending that the \$250,000 budgeted transfer to General R&R Reserves be suspended for FY2019-20 retro to October 1, 2019 and these funds be redirected to cover these shortfalls.

STAFF RECOMMENDATION:

Staff recommends the Board approve Fund Transfers 4201 and 4202 as provided.

MOTION:

Motion to approve Fund Transfers 4201 and 4202 as provided.

ATTACHMENTS:

Description	Type
□ Fund Transfers #4201 & 4202	Cover Memo

FOR BOARD APPROVAL

VILLAGE CENTER/SUMTER LANDING
COMMUNITY DEVELOPMENT DISTRICTS
INTRADEPARTMENTAL FUND TRANSFER REQUEST

Department: NSU District #: NSCUDD
Prepared By: Karen White Date: 6.18.20

FROM:


Account Number	Account Description	Amount (whole\$)
40.442.10.00.536.536.311	Management Fees	134,460
TOTAL		134,460

TO:

Account Number	Account Description	Amount (whole\$)
40.442.10.00.536.536.318	Technology Services	11,279
40.442.10.00.536.536.462	Building/Structure Maintenance	123,181
TOTAL		134,460

Reason for request:

To adjust the FY19-20 cost allocation amounts that were adjusted after NSCUDD budget adoption. The excess will be redirected to building and structure maintenance to be used as needed for maintenance projects.


Department Head/Designee Signature

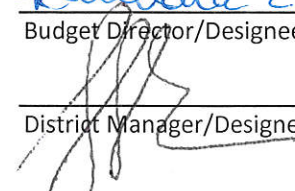
6-10-20
Date

BUDGET USE ONLY

Funds Available: _____ Comments: _____


Budget Director/Designee Signature

6-10-20
Date


District Manager/Designee Signature

6-10-20
Date

Board Chair Signature

Date

FOR BOARD APPROVAL

VILLAGE CENTER/SUMTER LANDING
COMMUNITY DEVELOPMENT DISTRICTS
INTRADEPARTMENTAL FUND TRANSFER REQUEST

Department: SSF District #: NSCUDD
Prepared By: Karen White Date: 6.18.20

FROM:


Account Number	Account Description	Amount (whole\$)
40.444.10.00.534.534.911	General R&R Transfer	250,000
TOTAL		250,000

TO:

Account Number	Account Description	Amount (whole\$)
40.444.10.00.534.534.311	Management Fees	18,559
40.444.10.00.534.534.318	Technology Services	3,356
40.444.35.00.000.534.311	Management Fees	378
40.444.35.00.000.534.318	Technology Services	68
40.444.10.00.534.534.439	Recycling Expenses	222,639
40.444.35.00.000.534.438	Recycling Expenses - FP	5,000
TOTAL		250,000

Reason for request:

Utilizing the General R&R transfer to cover increased cost of the recycling fees and to adjust the FY19-20 cost allocation amounts that were adjusted after NSCUDD budget adoption.


Department Head/Designee Signature

6-10-20
Date

BUDGET USE ONLY


Funds Available: _____ Comments: _____


Budget Director/Designee Signature

6-10-20
Date


District Manager/Designee Signature

6-10-20
Date


Board Chair Signature

Date



AGENDA REQUEST

TO: Board of Directors
North Sumter County Utility Dependent District

FROM: Kenneth Blocker, Deputy District Manager

DATE: 6/18/2020

SUBJECT: **Approval of Amendment No. 7 to the Service Agreement for Solid Waste Collection, Recycling Program, Yard Debris Pick-up , and Bulk White-Goods Pick-up with Operations Management International Inc. (CH2M)**

ISSUE:

The Approval of Amendment No. 7 to the Service Agreement for Solid Waste Collection, Recycling Program, Yard Debris Pick-up , and Bulk White-Goods Pick-up with Operations Management International Inc. (CH2M) to North Sumter County Utility Dependent District (NSCUDD) for Solid Waste Collection Services for Fiscal Year 2020-2021.

ANALYSIS/INFORMATION:

On December 27, 2012 North Sumter County Utility Dependent District completed the acquisition of the Sumter Sanitation, LLC Sanitation Company and assumed all contracts/agreements with vendors previously held by the company. One of the contracts assumed was for the Solid Waste Collection, Recycling Program and Yard Debris Pick-up Services provided by CH2M-Operations Management International, Inc. (CH2M/OMI) made effective on October 1, 2012 and expiring on September 30, 2014. On September 18, 2014 this board approved Amendment #1 to the original contract to renew the contract for an additional nine (9) years starting October 1, 2014 through September 30, 2023.

As budget forecasts are prepared during the month of March, District staff must work with CH2M/OMI to determine a reasonable budget placeholder for the Solid Waste Collection Service Monthly Fee using the formula outlined in the contractual agreement. For budgetary purposes the approved increase for FY20-21 was based on a 5% increase to the current budget amount (FY19-20) for the FY20-21 budget.

The final base fee (54,000 rooftops x \$11.09 per rooftop) for FY 2020-2021 reflects a 4% increase that was determined after negotiations with CH2M and is less than the percentage increase of 4.42% if the default increase was used by the required formula outlined in the agreement. In addition to the 4% increase in the base fee, a Residential Education FTE has been added for a cost of \$70,000 annually (\$5,833.33 monthly) and the fuel fee has been based on average fuel costs (estimated @ \$3.00/gal) and annual usage (estimated @ 95,000 gallons for the base pick-up service and (estimated @ 48,000 gallons) for hauling the waste to the Covanta Energy from Waste facility in Okahumpka.. The proposed total monthly fee is \$692,368.66,

In conclusion, the Appendices listed below have been deleted in their entirety and replaced with revised

Appendices as they relate to:

Appendix A (Definitions) is hereby deleted in its entirety and replaced with the Appendix A attached

Appendix B is hereby revised with the following:

B.1.1 Within the Service Area, CH2M HILL OMI shall operate the solid waste collection system in a reasonably quiet, clean, and timely manner. Residential collection shall consist of twice per week pick up (Monday/Thursday routes or Tuesday/Friday routes). All residential household solid waste shall continue to be collected in plastic bags, curbside. The exception shall be brush, which shall be cut into sections, not to exceed four feet in length, three inches in diameter, and bundled. Residential trash and brush will be picked up together on the scheduled days of the week. Collection of commercial accounts shall be once, or up to six times per week, depending upon commercial disposal needs. Collection shall be curbside or through the use of six- and eight-yard dumpster containers. The current commercial dumpster pick-up total is (292 units) within the Service Area.

B.1.9 Disposition of Solid Waste:

All solid waste will be transported to the Covanta Energy from Waste facility located at 3830 Rogers Industrial Park Road, Okahumpka, FL 34762. Client will pay all tipping fees for all solid waste disposal.

All other clauses within Appendix B remain unchanged.

Appendix C-1 (Leased Vehicle Amortization Schedule) is hereby deleted in its entirety and replaced with the Appendix C-1 attached

Appendix E (Compensation, Payment, and Adjustment Formulas) is hereby deleted in its entirety and replaced with the Appendix E attached which states:

$AF = CPI + 1\%$

CPI = The five-year average in March of the current year for the Consumer Price Index for Water and sewer and trash collection services in U.S. city average, all urban consumers, not seasonally adjusted. Adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report Series Id: CUUR0000SEHG, CUUS0000SEHG.

Appendix F (Project Vehicles and Equipment) is hereby deleted in its entirety and replace with the Appendix F attached

All revised Appendices contained in the amendment have been provided for your review.

STAFF RECOMMENDATION:

Motion to approve Amendment No. 7 to the Agreement between Operations Management International Inc. (CH2MHill/OMI) and North Sumter County Utility Dependent District for Solid Waste Collection, Recycling Program, Yard Debris Pick-up, and Bulk White-Goods Pick-up services for Fiscal Year 2020-2021.

MOTION:

Motion to approve Amendment No. 7 to the Agreement with Operations Management International Inc. (CH2MHill/OMI) for Solid Waste Collection, Recycling Program, Yard Debris Pick-up, and Bulk White-Goods Pick-up services for Fiscal Year 2020-2021 and authorize the Chairman or Vice Chairman execute the Amendment.

ATTACHMENTS:

Description	Type
☐ Agreement	Cover Memo

AMENDMENT NO. 7 TO SERVICES AGREEMENT
For
Sumter Sanitation, LLC
LOCATED AT THE VILLAGES, FLORIDA

THIS AMENDMENT NO. 7 is made and entered into this 1st day of October 2020, by and between North Sumter County Utility Dependent District (hereinafter “Client”), whose address for any formal notice is 984 Old Mill Run, The Villages, FL 32162 and Operations Management International, Inc., (hereinafter “CH2M HILL OMI”) with offices at 9191 South Jamaica, Englewood, CO 80112.

WHEREAS, CH2M HILL OMI and Sumter Sanitation, LLC entered into a Services Agreement for Solid Waste Collection, Recycling Program, and Yard Debris Pick-up Services dated October 1, 2012 (“Original Agreement”); and

WHEREAS, the Client and Sumter Sanitation, LLC entered into an Assignment and Assumption of Service Contract Agreement dated December 27, 2012 (“Assignment”); and

WHEREAS, the Client acknowledged and accepted all of Sumter Sanitation, LLC’s right, title, interest and obligations under the Original Agreement; and

WHEREAS, the Client and CH2M HILL OMI desire to amend the Original Agreement as set forth herein.

NOW THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Client and CH2M HILL OMI agree as follows:

1. Appendix A is hereby revised with the following:

A.1 “Additional Residential Units” means additional Residential Units exceeding the 54,000 Residential Units set forth in A.7 of this Appendix A. On an annual basis Client and CH2M HILL OMI shall mutually agree to the number of Additional Residential Units expected to be added by Client and to be serviced under this Agreement.

A.7 “Residential Units” means the build-out estimated maximum of 54,000 residential dwellings and 310 commercial accounts within the Service Area. As of April 30, 2020, there were 53,650 residential dwellings being serviced with 292 commercial accounts.

All other clauses within Appendix A remain unchanged.

2. Appendix B is hereby revised with the following:

B.1.1 Solid Waste Collection System:

Within the Service Area, CH2M HILL OMI shall operate the solid waste collection system in a reasonably quiet, clean, and timely manner. Residential collection shall consist of twice per week pick up (Monday/Thursday routes or Tuesday/Friday routes). All residential household solid waste shall continue to be collected in plastic bags, curbside. The exception shall be brush, which shall be cut into sections, not to exceed four feet in length, three inches in diameter, and bundled. Residential trash and brush will be picked up together on the scheduled days of the week. Collection of commercial accounts shall be once, or up to six times per week, depending upon commercial disposal needs. Collection shall be curbside or through the use of six- and eight-yard dumpster containers. The current commercial dumpster pick-up total is (292 units) within the Service Area.

B.1.2 Recycling Collection:

Within the Service Area, CH2M HILL OMI shall provide recycling collection services with the solid waste collection services as specified in B.1.1 above.

B.1.9 Disposition of Solid Waste:

All solid waste will be transported to the Covanta Energy from Waste facility located at 3830 Rogers Industrial Park Road, Okahumpka, FL 34762. Client will pay all tipping fees for all solid waste disposal.

All other clauses within Appendix B remain unchanged.

3. Appendix C-1 is hereby deleted in its entirety and replaced with the Appendix C-1 attached hereto and made a part hereof by this reference.
4. Appendix E is hereby deleted in its entirety and replaced with the Appendix E attached hereto and made a part hereof by this reference.
5. Appendix F is hereby deleted in its entirety and replaced with the Appendix F attached hereto and made a part hereof by this reference.

This Amendment No. 7, together with the Original Agreement and Assignment, and Amendment No. 1, 2, 3, 4, 5 and 6 constitute the entire agreement between the parties and supersede all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and

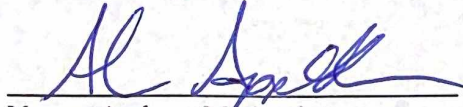
effect. Neither this Amendment 7 nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

Both Parties indicate their approval of this Agreement by their signatures below.

OPERATIONS MANAGEMENT
INTERNATIONAL, INC.

NORTH SUMTER COUNTY UTILITY
DEPENDENT DISTRICT

Authorized signature:



Name: Andrew M. Appleton
Title: Vice President

Date: 6/6/2020

Authorized signature:

Name:
Title:

Date: _____

Appendix C-1

Unit #	Lease End Date	Year	Make	Model	VIN	Date Acquired	Monthly Payment
04002	2/12/09	2004	STERLING	ACTERRA	2FZACGAKX4AM23797	2/6/04	\$ 26.75
05061	12/23/10	2005	FREIGHTLINER	TRUCK	1FVACXDC16HW24896	12/26/05	\$ 45.80
06067	1/22/12	2007	STERLING	ACTERRA	1HTWCAAN07J431432	1/22/07	\$ 51.85
07018	10/13/12	2007	HEIL	ACTERRA	2FZACGDC47AX84371	10/13/07	\$ 49.74
07019	10/13/12	2007	HEIL	ACTERRA	2FZACGDC47AX84368	10/13/07	\$ 49.74
09002	2/12/14	2008	INTERNATIONAL	7400 SBA	1HTWCAAN18J044163	2/12/09	\$ 53.50
09003	2/12/14	2008	INTERNATIONAL	7400 SBA	1HTWCAAN49J113123	2/12/09	\$ 53.50
10007	9/2/15	2010	INTERNATIONAL	7400	1HTWCAAN6AJ253422	8/2/10	\$ 53.50
11014	4/27/16	2011	FREIGHTLINER	M2 106	1FVACXBS5BDBD1815	4/27/11	\$ 53.50
12002	5/2/17	2012	FREIGHTLINER	M2 106	1FVACXBSXCHBR5329	5/2/12	\$ 53.50
14010	09/30/17	2014	FREIGHTLINER	M2 106	1FVACXCY3EHFX1830	5/19/14	\$ 53.50
14011	09/30/17	2014	FREIGHTLINER	M2 106	1FVACXCY5EHFX1831	5/19/14	\$ 53.50
14012	09/30/17	2014	FREIGHTLINER	M2 106	1FVACXCY7EHFX1832	5/19/14	\$ 53.50
14013	5/19/19	2014	FREIGHTLINER	M2 106	1FVACXCY9EHFX1833	5/19/14	\$ 53.50
15001	4/15/20	2015	FREIGHTLINER	TRASH TRUCK	1FVACXCY2FHGS3742	4/15/15	\$ 53.50
15002	4/15/20	2015	FREIGHTLINER	TRASH TRUCK	1FVACXCY4FHGS3743	4/15/15	\$ 53.50
15086	4/1/22	2016	MACK TRUCK	TRASH TRUCK	1M2AV04CXGM014707	3/31/16	\$ 4,941.88
17020	09/29/22	2017	PETERBILT	TRASH TRUCK	2NP2HM7X7JM47721	09/29/17	\$ 3,234.73
17021	09/29/22	2017	PETERBILT	TRASH TRUCK	2NP2HM7X9JM477213	09/29/17	\$ 3,293.02
18017	04/20/24	2018	FREIGHTLINER	TRASH TRUCK	3ALACXFE5JDJW3599	04/20/18	\$ 3,063.18
18018	04/20/24	2018	FREIGHTLINER	TRASH TRUCK	3ALACXFE8JDJW3600	04/20/18	\$ 3,063.18
01011	01/01/25	2019	MACK	FRONT LOADER	1M2TE2GC6KM001011	12/31/18	\$ 5,592.73
7143	1/01/27	2020	FREIGHTLINER	M2106	1FVHCYD2XLHLF5669	12/04/19	\$ 3,120.62
7091	4/01/27	2020	INTERNATIONAL	MV 607	3HAEUTAN1LL562191	3/02/20	\$ 2,641.75
7092	4/01/27	2020	INTERNATIONAL	MV 607	3HAEUTAN5LL562193	3/02/20	\$ 2,641.75
7182	3/01/25	2020	FORD	F550SD	1FDUF5GTXLDA02019	3/04/20	\$ 1,272.70

Appendix E

COMPENSATION, PAYMENT AND ADJUSTMENT FORMULAS

E.1 COMPENSATION

E.1.1 Client shall pay to CH2M HILL OMI as compensation for services performed under this Agreement during the period of October 1, 2020 to September 30, 2021 a Monthly Fixed Unit Price as described below:

Residential Units are defined as residential dwellings within the Service Area that are no longer owned by the Client or The Villages' Property Developer via real estate closing proceedings. Client and CH2M HILL OMI shall mutually agree to the maximum number of Residential Units and Commercial Accounts to be serviced on an annual basis.

Description	Monthly Fee	Annual Fee
Monthly Fixed Unit Price based on the current count of 53,650 Residential Units and 292 Commercial Accounts, not to exceed the maximum number of 54,000 Residential Units and 310 Commercial Accounts within the Service Area.	\$600,618.66	\$7,207,423.92
Monthly Fixed Unit Price for additional scope to haul solid waste to the Covanta disposal facility is based on 48K tons at \$14/ton. Annual reconciliation of actual tonnage will be evaluated and any amount over/under by more than 10% will be invoiced/refunded at \$14/ton.	\$56,000.00	\$672,000.00

In addition to the Monthly Service Fee outlined above, the Client shall pay CH2M HILL OMI 1/12 of the Fuel Cost Budget amount described in E1.2. The Fuel Cost Budget amount will be agreed upon by both Parties based on usage and current fuel costs.

The estimated monthly fee on October 1, 2020 is Six Hundred Ninety-Two Thousand Three Hundred Sixty-Eight Dollars and Sixty-Six Cents or 1/12 of the total annual fee as follows:

Total Annual Service Fee (SF) = \$7,879,423.92

Annual Fuel Budget (FB) = \$ 429,000.00

Total Annual Fee = \$8,308,423.92

Monthly Fee (\$8,308,423.92/12) = \$ 692,368.66

* See E.1.2 for fuel budget calculations

CH2M HILL OMI shall be responsible for the payment of One Thousand Five Hundred Dollars (\$1,500), upon receipt of the invoice from the Client or the Client's vendor, for reimbursement to Client for CH2M HILL OMI's utilization of the Facilities and/or other premises within the Service Area as mutually agreed to by the Parties.

E.1.2 The total amount CH2M HILL OMI budgeted for Fuel Cost shall not exceed Four Hundred Twenty-Nine Thousand Dollars (\$429,000) during the period of October 1, 2020 to September 30, 2021 of the Agreement. The Monthly Fuel Cost Budget will be calculated as follows:

143,000 gallons (estimated annual usage)	x	\$3.00 per gallon (estimated cost)	/ 12 =	\$35,750.00 (Monthly Fuel Cost Budget)
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- a. Quarterly Fuel Cost Reconciliation. The budgeted Fuel Cost for the previous three-month period of the first quarter of the contract year are indicated below: The resulting actual Fuel Cost will be compared to the Fuel Cost Budget listed above. The Client shall be responsible for truing up the Fuel Cost by paying CH2M HILL OMI for any overage. If fuel costs are less than the actual Fuel Cost amount, CH2M HILL OMI shall rebate said amount to Client. Client and CH2M HILL OMI agree to complete any necessary financial transaction within sixty (60) days of the end of each quarter.

Quarterly Fuel Cost Reconciliation:

- October Monthly Fuel Cost Budget Billing \$ 35,750.00
- November Monthly Fuel Cost Budget Billing \$ 35,750.00
- December Monthly Fuel Cost Budget Billing \$ 35,750.00

Quarterly Fuel Cost Budget \$107,250.00

(less actual Fuel Cost for quarter equals difference to be invoiced or rebated to the Client)

E.1.3 Requests by Client that are incidental to the Scope of Services shall be invoiced to Client at CH2M HILL OMI's Cost plus fifteen percent (15%).

E.1.4 In the event that a change in the scope of services provided by CH2M HILL OMI occurs, Client and CH2M HILL OMI will negotiate a commensurate adjustment in the Monthly Fixed Unit Price Fee amount.

E.2 PAYMENT OF COMPENSATION

E.2.1 All compensation due to CH2M HILL OMI is due on receipt of CH2M HILL OMI's invoice and payable within thirty (30) days. Invoices shall be submitted no later than the first of the month for the month services are performed. (Example: October's services will be invoiced on October 1st and payable by October 30th).

E.2.2 Client shall pay interest at an annual rate equal to Wells Fargo Bank, N.A.'s prime rate plus one and one-half percent (1-1/2%) (said amount of interest not to exceed any limitation provided by law) on payments not paid and received within thirty (30) calendar days, such interest being calculated from the due date of the payment.

E.3 ANNUAL SERVICE FEE ADJUSTMENT FORMULA

$$ASF = ((SF \times (1 + AF))) + FB$$

Where:

ASF = Adjusted Annual Service Fee

FB = Annual Fuel Budget set forth in Section E.1.1

SF = Total Annual Service Fee set forth in Section E.1.1

AF = Adjustment Formula

AF = CPI + 1%

CPI = The five-year average in March of the current year for the Consumer Price Index for Water and sewer and trash collection services in U.S. city average, all urban consumers, not seasonally adjusted. Adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report Series Id: CUUR0000SEHG, CUUS0000SEHG.

For example:

Estimated Adjusted Annual Service Fee (ASF) for October 1, 2021 to September 30, 2022

$$\begin{aligned} ASF &= ((\$7,879,423.92 \times (1 + (.0303 + .01))) + \$429,000.00 \\ &= (\$7,879,423.92 \times 1.0403) + \$429,000.00 \\ &= \$8,196,964.71 + \$429,000.00 \\ &= \$8,625,964.71 \end{aligned}$$

Appendix F

PROJECT VEHICLES AND EQUIPMENT

The Project includes all vehicles, rolling stock, and other equipment as follows:

Class	Unit #	VIN	Year	Make	Model	Owner
HVY TRUCK	04002	2FZACGAKX4AM23797	2004	STERLING	ACTERRA	CH2M
HVY TRUCK	05061	1FVACXDC16HW24896	2005	FREIGHTLINER	TRUCK	CH2M
HVY TRUCK	06067	1HTWCAAN07J431432	2007	STERLING	ACTERRA	CH2M
HVY TRUCK	07018	2FZACGDC47AX84371	2007	HEIL	TRASH TRUCK	CH2M
HVY TRUCK	07019	2FZACGDC47AX84368	2007	HEIL	TRASH TRUCK	CH2M
HVY TRUCK	09002	1HTWCAAN18J044163	2008	INTERNATIONAL	7400 SBA	CH2M
HVY TRUCK	09003	1HTWCAAN49J113123	2008	INTERNATIONAL	7400 SBA	CH2M
HVY TRUCK	10007	1HTWCAAN6AJ253422	2010	INTERNATIONAL	TRASH TRUCK	CH2M
HVY TRUCK	11014	1FVACXBS5BDBD1815	2011	FREIGHTLINER	M2 106	CH2M
HVY TRUCK	12002	1FVACXBSXCHBR5329	2012	FREIGHTLINER	M2 106	CH2M
HVY TRUCK	14010	1FVACXCY3EHFX1830	2014	FREIGHTLINER	M2 106	CH2M
HVY TRUCK	14011	1FVACXCY5EHFX1831	2014	FREIGHTLINER	M2 106	CH2M
HVY TRUCK	14012	1FVACXCY7EHFX1832	2014	FREIGHTLINER	M2 106	CH2M
HVY TRUCK	14013	1FVACXCY9EHFX1833	2014	FREIGHTLINER	M2 106	CH2M
HVY TRUCK	15001	1FVACXCY2FHGS3742	2015	FREIGHTLINER	TRASH TRUCK	CH2M
HVY TRUCK	15002	1FVACXCY4FHGS3743	2015	FREIGHTLINER	TRASH TRUCK	CH2M
HVY TRUCK	15086	1M2AV04CXGM014707	2016	MACK TRUCK	TRASH TRUCK	CH2M
HVY TRUCK	17020	2NP2HM7X7JM47721	2017	PETERBILT	TRASH TRUCK	CH2M
HVY TRUCK	17021	2NP2HM7X9JM477213	2017	PETERBILT	TRASH TRUCK	CH2M
HVY TRUCK	18017	3ALACXFE5JDJW3599	2018	FREIGHTLINER	TRASH TRUCK	CH2M
HVY TRUCK	18018	3ALACXFE8JDJW3600	2018	FREIGHTLINER	TRASH TRUCK	CH2M
HVY TRUCK	01011	1M2TE2GC6KM001011	2019	MACK	FRONT LOADER	CH2M
HVY TRUCK	7143	1FVHCYD2XLHLF5669	2020	FREIGHTLINER	M2106	CH2M

HVY TRUCK	7091	3HAEUTAN1LL562191	2020	INTERNATIONAL	MV 607	CH2M
HVY TRUCK	7092	3HAEUTAN5LL562193	2020	INTERNATIONAL	MV 607	CH2M

The Project includes all yard dumpsters as follows:

DPST #	Serial #	Account Name	Account Location	Dumpster Yard Size
		CSU		
005	35130	Brownwood 6B	West T/Shady Nook Run	8
006	143647	Barnstorm Theater	Behind Theater	8
007	143672	Offices/Next to City Fire/6B	West T/ Shady Nook Run	8
008	143680	Golf Store	Common Area	8
010	143619	Ricciardis Italian Table	3660 Kieseel Rd	8
012	144147	Brownwood Square CFB	Office Shady Hook Rd.	6
013	144148	Brownwood Square CFB	Office Shady Hook Rd.	6
016	139035	Brownwood Square	Office Brownwood Blvd	8
041	35186	Cody's ORG Roadhouse Brownwood	3731 Meggison Road	8
055	92351	Dunkin Donuts	2738 Brownwood Blvd	8
056	35106	Village of Southwest Plazas	200 2915 Traverse TRL	8
059	92441	Dumpster # 3D	Traverse Trail	8
060	92274	Brownwood Fire Dept Sta	Buena Vista	6
063	43066	Five Guys Burgers & Fries	3642 Kissel Rd	8
064	52510	Public Safety Fire Sta #7	3035 Morse Blvd	6
065	35045	China Wok	2949 Traverse Trail	8
066	85193	Captiva Rec. Center	658 Pinellas Place	6
071	310420	World Of Beers	World of Beer (7B)	8
073	66541	Square 1 Burgers & Bar	2542 Burnsed Blvd	8
074	92275	Manatee VRC	1512 Hillsborough Trl	6
077	92437	The Village Health System	2910 Brownwood Blvd	8
078	95478	Pinellas Dumpster 3B	Burnsed Blvd	8
082	35995	Bradenton Rec Center	Pinellas Place	6
090	35092	Evans Prairie Country Club	1825 Evans Prairie Rd.	8
096	92415	Subway @ Pinellas	2460 Burnsed Blvd	8
104		MVP Athletic	3584 Kiessel Rd	6
108	82871	Darrell's Diner	2536 Burnsed Blvd	8
123	35107	2B Pinellas Plaza	Pinellas Plaza	8
131	64438	Villages of Southeast Plazas	731 Kristine Way	8
132	85144	McCalister's Deli	3646/3648 Kissel Rd/Haroldson Bldg	8
142	59803	Clarks Pump-N-Shop Inc	770 Kristine Way	8
145	59819	Keller BDG Dumpster #8	3633 Kissel Road	8
150	300347	Five Guys Burgers & Fries	3642 Kiessel Road	8
165	92428	Belle Glade CC Restaurant	446 Moyer Loop	8
173	92408	Sarasota Plaza Dumpster	320 Heald Way	6
174	35438	Sarasota Golf Practice Fac	3013 Morse Blvd	6
175	319400	Moyer VRC	3000 Moyer Loop	6

189	310366	Villages Operating Company	2959 Traverse Trail	8
190	35128	Subway	2901 Traverse Trail	8
194	68181	Citizens First Bank	745 Kristine Way	6
203	152723	Bonifay Country Club	1033 Pinellas Place	8
206	152613	Manly Contractors	2665 W Torch Lake Dr	6
207	152725	Shooter's World	4988 CR 44A	6
209	152604	Eisenhower Rec Ctr	Buena Vista	6
212	146371	Citizens Bank	2420 Burnsed BLVD	6
214	153596	Tommy Bahamas (10A)	3662 Kissel Road/Ruby Bldg	8
218	154300	Village Health Care Center	2485 Pinellas PL.	8
222	154251	Dumpster #3A	Burnsed Blvd	8
227	153595	Brownwood 16B	3731 Meggison Rd	8
233		Clarks Pump-N-Shop, Inc	2465 Burnsed Blvd	8
235	155244	Village Cycle (15A)	3600 Kissel Road	8
240		Estabrook Office Bldg 2 FL (CPM)	3629 Kiessel Road	8
243	155234	CPM	2740 Brownwood Blvd	8
244	160734	First Avenue National Bank	2505 Burnsed Blvd	6
247	160764	Wells Fargo Bank BE #107511	2596 Burnsed Blvd	6
250	160704	Chase Bank	2435 Burnsed Blvd	6
254	161112	Woof Gang Bakery	3682-3684 Meggison Rd	8
255	161093	Golf Store	Behind Golf Store	8
257	161096	Pad 12A Evelyn & Arthur (share)	2740 Brownwood Blvd	8
264	162752	Burnsed VRC	4019 Deskin Lane	6
265	162754	Big Cypress Rec Center	3110 Big Cypress VRC Hendry Drive	6
266	162757	China Gourmet VI	719 Kristine Way	6
274	162555	TooJays	2835 Brownwood Blvd	8
276	194425	Evergreen China Buffet	2470 Burnsed Blvd	8
280	194421	ROHAN RRC	850 Kristine Way	8
282	194419	City Fire Brownwood Square	2716 Brownwood Blvd	8
		LSSA		
004	35396	Root 466 Hair Salon	3459 Wedgewood Ln	6
017	59818	School 4 th /5 th	350 Tatonka Terr	8
019	139032	Charter School / Early Child	490 Villages Campus Circle	8
022		RV/Alhambra	2349 El Camino Dr	6
024	138936	Xpress	8302 44th Dr Wildwood	8
025	No #	Edible Arrangements	3509 Wedgewood Lane	6
026	52499	Great Lakes Flooring	13553 US 441	6
029	52492	Citizens Bank	8590 Mulberry Lane	6
033	35109	Sunrise Café	3467 Wedgewood Ln	8
038	800479	Savannah Regional Center	1545 Buena Vista Blv	6
039	35437	First Watch Restaurant	1568 Bella Cruz Dr	6
050	35894	Chatham Rec Center	7455 Legacy Ln	6
053	25133	Custom Apparel	3451 Wedgewood Ln	6
054	43972	D&G Rest of Bldg 1/Country Crossing	13759 NE 138 th Pl/Bldg 1	8
058	85237	Street Sweeper – Semble/#2	3477 Wedgewood Ln	6
061	52598	Bealls Outlet	8750 Mulberry Lane	6

067	85239	Subway	1580 Bella Cruz Dr	6
068	No #	Buenos Aires Medical Bldg	Suite 100-190 Buenos Aires	8
069	322978	Argo Hair	Bella Cruz Dr	6
070	43126	School 4 th /5 th	350 Tatonka Terr	8
076	92297	Citizens Bank	1500 Banderos Ave	6
080	92294	Brackett Flagship (Lange Eye)	11834 CR 101	6
083	68115	Villages Community Development	2375 Enrique Dr	6
084	92338	Homewood	1475 El Camino Dr	6
088	59817	Charter School/ Middle	450 Village Campus Cir	6
089	35131	Habaneros #9 Mexican Grill	3551 Wedgewood Ln	8
092	No#	Beef O' Brady's	3539 Wedgewood Ln	8
099	67442	Lazy B Cattle Venture LTD	1582 Bella Cruz Dr	6
102	No #	Coconuts	NS 138 th Place Bldg 2	6
107	92426	Charter High School	251 Buffalo Trail	8
113	35110	Nancy Lopez Legacy CC	8451 Legacy Lane	8
121	03424	Kayame Restaurant	1558 Bella Cruz Dr	6
125	35134	Savannah Regional Center	1545 Buena Vista Blvd	8
126	92440	Mulberry Roadhouse (Codys)	8761 Mulberry Lane	8
129	92344	VRMC Property Owners Dumpster	1400 N US HWY 441 #910	8
134	59796	Mulberry Roadhouse (Codys)	8761 Mulberry Ln	8
140	42583	Hiers-Baxley Funeral Home	3975 Wedgewood Lane	6
144	69919	Buenos Aires Medical Bldg	Suite 100 - 190 Buenos Aries	8
146	59832	Glenview Country Club	3190 Glenview Rd	8
147	43157	VRMC Property Owners Dumpster	1400 N US HWY 441 #920	8
159	85045	Charter School-Intermediate	521 Old School Rd	8
160	64426	Steak and Shake	3980 Wedgewood Ln	8
161	52521	Fairchild Crematory-Hiers-Bax	1511 Buenos Aries Blvd	6
162	64427	LiL Bits	403 CR 101	8
163	68116	Family Doctor The Oaks	8575 N.E. 138th Place/Suite 201	6
164	35392	Shanghai Chinese Rest	3435 Wedgewood Ln	6
171	92295	Andreyev Eng.	561 Fieldcrest Dr	6
173	92408	The Villages Operating Co.	3231 Wedgewood Ln	6
176	43698	Bonefish Grill	3580 Wedgewood Ln	8
178	35065	Verizon-Chenges/Omni_acom	4060 Wedgewood Ln	8
179	18626	Charter School/ High	251 Buffalo Trail	8
180	52520	Giovanies	3439 Wedgewood Lane	6
181	139034	IHOP/Sunshine Restaurant Merg.	3480 Wedgewood Ln	8
184	03427	Bealls Outlet	3431 Wedgewood Lane	6
186	No #	Edwin Watts Golf	3503 Wedgewood Ln	6
187	03419	RV/Alhambra	2349 El Camino Dr	6
191	139033	Salon Professional Academy (TENJA)	11915 CR 103	8
192	42538	Citizens Bank	1500 Banderos Avenue	6
193	92277	Aspen Dental Management	3790 Wedgewood Lane	6
199	35401	Saddlebrk NRC & Pool	3010 Saddlebrook Ln	6
201	03423	LSSA WWTP	2450 El Camino Real	6
204	152713	Villages Health Care Center	1575 Santa Barbara Blvd	8
208	152714	VRMC Property	1400 N US HWY 441 STE 500	8

210	152612	Polo Complex	700 Buena Vista Blvd	6
217	154279	Shanghai Chinese Rest	8744 Mulberry Ln	8
220	153602	Florida Blood Center	1550 Bella Cruz Dr	8
223	154276	Dr. Glick	1202 Bella Cruz Dr	8
228	153636	Beef O'Brady's	8724 Mulberry Ln	8
232	155684	Palm Ridge Dental/Sandhill Investors	130 CR 101	6
236	155232	GNC Bldg/Acorn Investment	3600-3614 Wedgewood Ln	8
239		Lake Medical Imaging	8801 Mulberry Lane	8
241	155231	Villages Early Childhood Ctr	510 Villages Campus Circle	8
242	155239	Mulberry Rec	8445 Mulberry Ln	8
245	160702	Subway	8796 Mulberry Ln	8
251	160706	Bioclinical Research	3341 Wedgewood Ln	6
258	162561	Dunkin Donuts	3460 Wedgewood Ln	8
259	162557	Buenos Aires Medical Bldg	Suite 100 - 190 Buenos Aries	8
262	160640	441 Urgent Care Center	8489 SE 165 th Mulberry Ln	6
267	162759	Florida Paints & Coatings	3381 Wedgewood Lane	6
271	162753	Sammy Joes	8760 Mulberry Lane	6
272	162559	Charter School / Middle	450 Village Campus Circle	8
273	162558	Compass Research	3201 Wedgewood Lane	8
275	162560	Firehouse Subs/Taki's	13761 NE 138 th Pl/Bldg 1	8
277	194424	Charter School / Primary	420 Villages Campus Circle	8
281	194422	Lil Bits / Palm Ridge Plaza	403 CR 101	8
283	194426	Ace Hardware	3417 Wedgewood Lane	8
285	208886	Villages Oper Co	8877 SE 165th Mulberry Grove	8
		NSU		
001	35187	Arnold Palmer	1635 Palmer Way	8
003	144150	Fire Station #5	1231 Bonita	6
009	143673	City Fire	1018 Canal Street	8
020	42595	VKI/Japanese Rest	1004 Old Mill Run	6
021	92292	Laurel Manor Rec Center	1985 Laurel Manor Dr	6
023	42532	O'Dell Villages Rec	2260 O'Dell Circle	6
028	35896	Baileys Cotton/Anglers/Ambrosia/(CPM)	1020 Canal Street	8
031	52537	Vitamin World	331 Colony Blvd	6
032	59812	Light House	925 Lake Shore Dr	8
036	85141	Creekside Medical	1050 Old Camp Road	8
037	42653	Bridgeport Rec	1670 Lake Miona Dr	6
040	52514	Pimlico Rec	530 Belvedere Blvd	8
042	18625	Arnett	1038 Lake Sumter Landing	8
046	43066	Panera Bread	1010 Lake Sumter Landing	8
049	85797	Villages Operating Co (Thai Ruby)	1066 Canal St	6
057	No #	Johnny Rockets	976 Old Mill Run	8
072	83849	Bealls Outlet	305 Colony Blvd	8
075	92293	Dimensions in parking lot (Villages Ins)	319 Colony Blvd	6
079	85193	Beef O 'Brady's	353 Colony Blvd	8
081	52494	Key Largo District Office	1135 Bonita Blvd	6

085	59818	Trolley Barn	920 Lake Shore Dr	8
086	59795	Laurel Manor Prof. Offices	1950 Laurel Manor Dr	8
094	36135	Laurel Manor Prof/Bldg 40	1950 Laurel Manor Dr	8
100	92407	Colony Professional Plaza	340 Heald Way	6
101	310073	Sakura	265/267 Colony Blvd	6
103	No #	Fishhawk Rec	2318 Buttonwood Run	6
105	83643	GTMJ Lake Sumter Post Dumpster	850 Lake Sumter Landing	8
109	143674	Citizens Bank	1050 Lake Sumter Landing	8
110	35089	Mallory Hill Country Club	1675 O'Dell Circle	8
111	92439	Laurel Manor Prof Offices	1950 Laurel Manor Dr	8
112	69908	IZOD (CPM)	1043 Canal Street	8
114	43170	Lake Sumter Prof Plaza	910 Old Camp Road	8
115	310395	Lake Sumter Prof Plaza	910 Old Camp Road	8
116	300367	Red Sauce	1000 Canal St	8
118	35091	Fiesta Grande Rest	297 Colony Blvd	8
119	143678	Old Mill Playhouse Theater	1000 Old Mill Run	8
120	No #	Canal Street Rec	1513 Canal Street	6
124	35108	The Sherwin Williams Co	1005 Old Mill Run	8
128	135883	Cody's	1041 Lake Shore Dr.	8
130	65823	Van Heusen	1018 Lake Sumter Landing	8
133	85132	Colony Rec Center	510 Colony Blvd	8
139	310065	Hibicus	1740 Bailey Trail	6
141	66540	Cane Garden	1726 Bailey Trail	8
143	61541	Bravo Pizza	1080 Lake Sumter Landing	8
149	35090	Sonny's	1128 Canal Street	8
151	310432	Lake Sumter Prof Plaza	910 Old Camp Road	8
152	135618	Subway/Chinese	3438349 Colony Blvd	8
154	300341	Merrill Lynch (CPM bills)	1100 Canal St	8
155	135712	Laurel Manor Prof Offices	1950 Laurel Manor Dr	8
156	66524	Laurel Manor Prof Offices	1950 Laurel Manor Dr.	8
157	92442	RJ Gators	1015 Lakeshore Dr	8
166	35127	Subway/Route 204	1070 Lake Sumter Landing	8
169	35785	Anthony Apparel	341 Colony Blvd	8
170	42523	Barnes & Noble	1055 Old Camp Road	6
177	No #	Allamada VRC Ctr Bldg	1515 St. Charles Place	6
182	59816	Southern Lifestyle Village Family	1035 Lake Sumter Landing	8
183	65246	NSU WWTP	2085 Buena Vista Blvd	6
185	35129	Tea Plantation (CPM bills)	1101 Canal St	8
188	310954	Animal Hospital	340 Heald Way	6
195	65809	Entertainment Square	1070 Old Mill Run	8
196	92427	Seabreeze REG R/C	2384 Buena Vista Blvd	6
197	83687	Trolley Barn	920 Lake Shore Dr	8
200	42655	Church Street Rec	2375 Churchill Downs	6
202	66533	T&D Patio & Pool Inc	315 Colony Blvd Ste 208	6
205	152724	Entertainment Square	1070 Old Mill Run	8
213	154247	Too Jays	1129 Canal Street	8
215	154278	Banner Merc & Bass Vlgs Oper Co	1030 Old Mill Run	8

219	153597	Trolly Barn	920 Lake Shore Drive	8
221	154255	Lake Sumter Prof Plaza	910 Old Camp Road	8
225	154299	City Furniture	1110 Canal St	8
226	154347	Laurel Manor Prof. Offices	1950 Laurel Manor Dr	8
229		Station/The Village Hub/Shell	260 Colony Blvd	8
230		O' Dell Villages Rec	2260 O'Dell Circle	6
231		Truman Rec	2705 Canal St	6
234		Havana Country Club Hemingway	2484 Odell Circle	8
237		Lake Sumter Prof Plaza	910 Old Camp Road	8
248	160705	Wells Fargo Advisors, LLC	1894 Laurel Manor Dr	6
253	161092	Golf Cart Store New Gordon Garage	1075 Old Camp Road	8
256	161095	Lake Sumter Prof Plaza	910 Old Camp Road	8
261	162556	Gar Vinos	1081 Canal Street	8
263	160705	Colony Professional Plaza	340 Heald Way	6
268	162758	Lake Miona Rec	1526 Buena Vista	6
269	162755	Sterling Heights Rec	2508 Loadstar Ave	6
270	162756	Bacall Rec	2041 Canal St	6
278	194423	Laurel Manor Prof. Offices	1950 Laurel Manor Dr	8
279	194420	Peachwave Yogurt/Mezza Luna (CPM)	249/243 Colony Blvd	8
284	208885	Cody's	1041 Lake Shore Dr	8
286	208887	The Chop House	1045 Old Camp Road	8
287	208888	Villages Health Care	280 Farner Place	8
289	211091	Starbucks (CPM bills)/CFC Bldg	966 Old Mill Run	8
		VCSA		
027	No #	Tiera Del Sol Country Club	806 San Marino	8
051	00347	Santa Fe Crossing	8564 CR 466	8
106	35132	Hacienda Hills Country Club	1200 Morse Blvd	8
137	310423	Santa Fe Crossing	8564 CR 466	8
148	43210	SLA-DEE Enterprise LLC	8600 CR 466	8
224	154301	Best Flooring	8590 CR 466	8
260	162554	SLA-DEE Enterprise LLC	8600 E CR 466	8
		YARD		
014	144146	Yard	Yard	6
052	310421	Yard	Yard	8
040	52514	Yard	Yard	6
098	68180	Yard	Yard	6
122	43073	Yard	Yard	8
135	85477	Yard	Yard	8
138	42589	Yard	Yard	6
153	310394	Yard	Yard	8
168	52493	Yard	Yard	6
172	43202	Yard	Yard	8
211	152503	Yard	Yard	8
238	155230	Yard	Yard	8

288	211087	Yard	Yard	8
290	211396	Yard	Yard	8
291	211410	Yard	Yard	8
015	144149	Yard	Yard	6
018	35093	Yard	Yard	8
127	35064	Yard	Yard	8
136	144151	Yard	Yard	6
167	35154	Yard	Yard	8
198	35088	Yard	Yard	8
216	154277	Yard	Yard	8
246		Yard	Yard	6



AGENDA REQUEST

TO: Board of Directors
North Sumter County Utility Dependent District

FROM: Anne Hochsprung, Finance Director

DATE: 6/18/2020

SUBJECT: Financial Statement

ISSUE: Financial Statement as of April 30, 2020

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
▣ Financial Statement	Cover Memo



Financial Statement Summary

April 30, 2020

Revenues

Year to Date Revenues of \$25,358,000, including North Sumter Utility, Central Sumter Utility and Sumter Sanitation, compare favorably to prior year revenues of \$20,815,000 and are 59% of the amended budget of \$42,980,000.

(as of April 30, 58% of the year has lapsed)

- Utility Revenue, including water and sanitation fees, increased 25% over prior year. A 2 ½% increase went into effect for all water customers effective October 1, 2019. There was an 8 ¼% increase in sanitation rates effective October 1, 2019. The sanitation rate increase was made in response to a Sanitation Revenue Sufficiency Analysis Rate Study conducted by the engineering consultant, Stantec. On December 24, NSCUDD purchased the Water and Sewer Operations for Central Sumter Utility. A budget resolution for Central Sumter Utility has been made; adding 16% revenue over prior year.
- Metered Irrigation revenue compares favorably to prior year and budget. The Villages is in an “abnormally dry to moderate drought” position according to the National Weather Service; rainfall is 7 inches deficient for the season according to Arnett.
- Miscellaneous income includes lease revenue, Bank of America purchase card, SECO rebates and Developer Contributions from the CSU Purchase.
- Investment earnings of \$232,000 (\$434,000 realized gains and \$202,000 unrealized losses) are less than prior year earnings of \$659,000. The annual budgeted investment earnings total \$736,000. The decrease is due to market conditions related to the Coronavirus Pandemic.

Expenses

Year to Date operating expenses of \$9,471,000 are greater than prior year expenses of \$8,424,000. Current year spending is 52% of the amended budgeted expenses of \$18,181,000. A budget resolution for Central Sumter Utility was processed.

- Management and Other Professional Services are greater than prior year and are 44% of budget. Management fees for NSU and SSF have increased a budgeted 6% over prior year. An amended budget for CSU was processed in March.
- Utility and Recycle Contract Services include Jacobs services and Waste Management recycling services. An approximate 5% increase was budgeted for Jacobs’ services and an 86% increase in recycling services.
- Other expenses include equipment rent, chemicals and other operating expenses.
- Budgeted Capital Projects include sanitation operations relocation for land and building (\$2,000,000) and water meter change out program (\$841,000).
- Debt Service consists of the annual bond principal payments of \$4,300,000 made on October 1, 2019 and year to date monthly interest payments totaling \$7,980,000 and bond expenses incurred for the CSU purchase and NSU refunding totaling \$844,000.
- A total of \$1,896,000 has been transferred to the Committed Renewal and Replacement Fund consistent with prior year.



Change in Unrestricted Net Position

Year-to-Date increase in Unrestricted Net Position of \$524,000 compares favorably to prior year to date decrease of (\$1,001,000). By year end, based on the anticipated revenues and expenses, the District will meet the budget decrease in Unrestricted Net Position of (\$3,087,000).

Debt Covenants

North Sumter Utility (NSU) has met the Bond covenant requirement on an interim basis and is expected to meet the requirements through the end of the fiscal year.

Central Sumter Utility (CSU) has met the Bond covenant requirement on an interim basis and is expected to meet the requirements through the end of the fiscal year.

Sumter Sanitation (SSF) has met the Senior Debt and Subordinate Debt covenant requirement on an interim basis and, based on budgeted revenues and expenses, is expected to meet the requirements through the end of the fiscal year.

Investment Earnings

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

	CFB	FLCLASS	FL PALM	FL-FIT	FLGIT	LTIP
Current Month	0.00%	1.03%	0.98%	1.26%	8.20%	-8.11%
Year-to-date	0.91%	1.69%	1.68%	1.85%	3.90%	-12.48%
Prior FY 2019	1.53%	2.21%	2.26%	2.39%	4.22%	5.33%



Statement of Activity - Proprietary Funds

For the Seven Months Ending April 30, 2020 (58% of the budget year)

Amended Budget	Budget % used		Year To Date					
			NSU	CSU	SSF	Total	Prior YTD	Variance
REVENUES:								
\$ 31,479,928	58%	Utilities	\$ 7,528,792	\$ 2,743,131	\$ 7,907,475	\$ 18,179,398	\$ 14,508,567	\$ 3,670,831
9,806,000	63%	Metered Irrigation	6,169,094	-	-	6,169,094	5,465,306	703,788
958,422	81%	Miscellaneous Revenue	152,334	613,968	10,957	777,259	181,223	596,036
736,000	32%	Investment Earnings, Realized and Unrealized	158,309	29,291	44,675	232,275	659,414	(427,139)
42,980,350	59%	Total Revenues:	14,008,529	3,386,390	7,963,107	25,358,026	20,814,510	4,543,516
EXPENSES:								
20,717	40%	Personnel Services	5,745	-	2,603	8,348	4,775	3,573
2,006,891	44%	Management and Other Professional Services	721,720	21,956	133,524	877,200	796,342	80,858
13,014,064	56%	Utility and Recycle Contract Services	1,653,396	405,973	5,251,647	7,311,016	6,415,789	895,227
1,556,667	46%	Utility Services	587,968	129,088	-	717,056	586,882	130,174
760,293	40%	Building, Landscape and Other Maintenance	238,371	54,326	12,707	305,404	402,362	(96,958)
822,454	31%	Other Expenses	210,473	28,132	12,939	251,544	217,454	34,090
18,181,086	52%	Total Operating Expenses	3,417,673	639,475	5,413,420	9,470,568	8,423,602	1,046,966
5,085,474	7%	Capital Outlay - Infrastructure and FFE	338,924	5,153	-	344,077	805,628	(461,551)
19,550,407	67%	Debt Service	8,264,592	2,286,803	2,572,475	13,123,870	10,689,952	2,433,918
3,250,000	58%	Transfer	1,750,000	-	145,835	1,895,835	1,895,835	-
27,885,881	55%	Total Other Changes	10,353,516	2,291,956	2,718,310	15,363,782	13,391,415	1,972,367
46,066,967	54%	Total Expenses and Other Changes	13,771,189	2,931,431	8,131,730	24,834,350	21,815,018	3,019,333
\$ (3,086,617)		Change in Unreserved Net Position	\$ 237,340	\$ 454,959	\$ (168,623)	\$ 523,676	\$ (1,000,507)	\$ 1,524,183
Total Cash and Investments, Net of Bond Funds								
			\$ 38,746,240	\$ 1,408,143	\$ 3,187,277	\$ 43,341,660	\$ 31,520,516	11,821,144
Fund Balance								
		Unassigned	\$ (9,424,054)	\$ 454,959	\$ (3,835,217)	(12,804,312)	\$ (13,394,012)	
		R and R Restricted	416,334	-	-	416,334	416,334	
		Committed R and R General	15,535,681	-	2,545,835	18,081,516	14,831,516	
		Total Fund Balance	\$ 6,527,961	\$ 454,959	\$ (1,289,382)	\$ 5,693,538	\$ 1,853,838	\$ 3,839,700



AGENDA REQUEST

TO: Board of Directors
North Sumter County Utility Dependent District

FROM:

DATE:

SUBJECT: Resident Academy

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
▣ Flyer	Cover Memo



Resident ACADEMY

UPCOMING DATES

You are invited!

**JOIN US AT AN UPCOMING RESIDENT ACADEMY.
AN INTERACTIVE PROGRAM TO LEARN ABOUT YOUR LOCAL GOVERNMENT.**

- Help alleviate the confusion, questions and misinformation that exists regarding the responsibilities and functions of The Villages® Community Development Districts.
- Learn all about the history and benefits of special districts.
- Have the opportunity to tour the North Sumter Utility Plant.
- Obtain information on the following District departments – The Villages Public Safety Department, Property Management, Customer Service, Community Standards, Community Watch, Recreation & Parks, Executive Golf, Budget, Utilities, Finance and MORE!

UPDATED FORMAT • UPDATED INFORMATION • NO WAITING LIST

CHOOSE FROM 5 CONVENIENT DATES TO FIT YOUR ACTIVE LIFESTYLE

JULY 22, 2020 • 8:30AM - 1:30PM • SAVANNAH RECREATION CENTER

OCTOBER 12, 2020 • 8:30AM - 1:30PM • ROHAN RECREATION CENTER

NOVEMBER 16, 2020 • 8:30AM - 1:30PM • ROHAN RECREATION CENTER

JANUARY 20, 2021 • 8:30AM - 1:30PM • SAVANNAH RECREATION CENTER

APRIL 21, 2021 • 8:30AM - 1:30PM • EISENHOWER RECREATION CENTER

www.DistrictGov.org

CLICK ON **www.DistrictGov.org** FOR MORE!

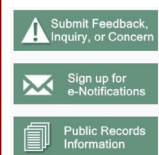
Resident ACADEMY

EASY REGISTRATION

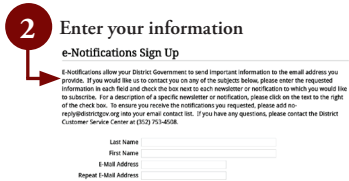
- Register online at www.DistrictGov.org by clicking on the 'Resident Academy' link.
- Register in person at one of the District Customer Service Centers or at any Regional Recreation Center.
- For assistance, contact the District Customer Service Center at (352) 753-4508.

To keep up with what's happening, make sure you are signed up to receive e-Notifications! By signing up for these email notifications, we will notify you of future opportunities and other helpful community information. Need help signing up? Contact us at (352) 753-4508 for assistance.

Follow these 4 simple steps to sign up for e-Notifications



1 On the main page of www.DistrictGov.org click on 'Sign up for e-Notifications'

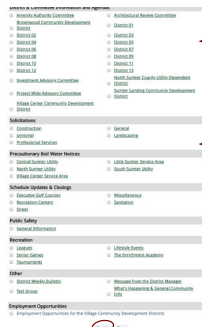


2 Enter your information


e-Notifications Sign Up

E-Notifications allow your District Government to send important information to the email address you provide. If you would like us to contact you on any of the subjects below, please enter the requested information in each field and check the box next to each newsletter or notification to which you would like to subscribe. For a description of a specific newsletter or notification, please click on the text to the right of the check box. To ensure you receive the notifications you requested, please add no-reply@districtgov.org into your email contact list. If you have any questions, please contact the District Customer Service Center at (352) 753-4508.

Last Name _____
First Name _____
E-Mail Address _____
Repeat E-Mail Address _____



3 Choose the specific notifications you would like to receive and click 'Sign Up'



4 Check your email and confirm

For additional information or to request an accommodation, please contact the District Customer Service Center at (352) 753-4508.

The Villages®
Community Development Districts

www.DistrictGov.org



AGENDA REQUEST

TO: Board of Directors
North Sumter County Utility Dependent District

FROM: Richard J. Baier, District Manager

DATE: 6/18/2020

SUBJECT: Districtgov.org Activity Overview

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

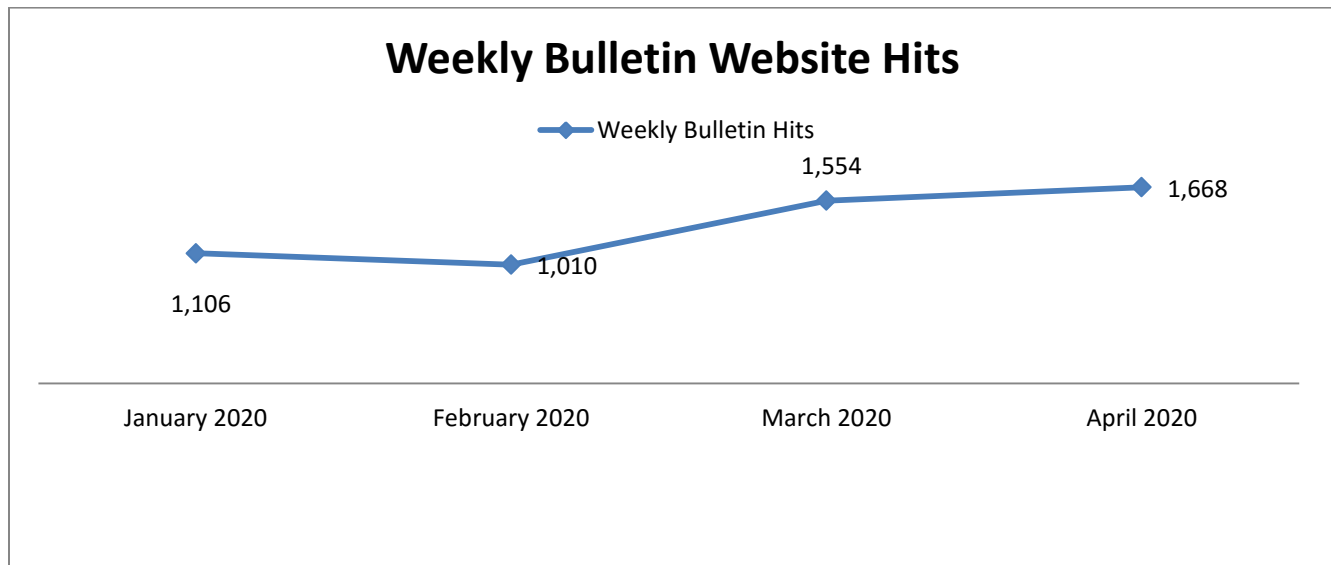
MOTION:

ATTACHMENTS:

Description	Type
▣ Overview	Cover Memo

While COVID-19 has presented many challenges, it has also provided opportunities for the District to enhance communication with residents of The Villages. Throughout the first quarter of 2020, the amount of website hits for several pages and subscriptions increased drastically. In **March 2020**, there were **57,295 unique users** that visited the main District website, www.DistrictGov.org. This was an increase of over 24,000 users from the previous month.

Two of the main communication outlets for COVID-19 related updates to District activities and facilities include the Weekly Bulletin and e-Notifications. The number of website hits to the Weekly Bulletin page of the District website increased by over **500 views from January to April** as indicated in the graph.



E-Notifications allow the District to email subscribers information based on pre-determined subjects. During the COVID-19 pandemic, the District utilized this valuable tool to send District closure information, phased re-opening plans, as well as guidance issued by the Centers for Disease Control & Prevention, as well as other Local, State & Federal Health Agencies. The latest COVID-19 District Action Plan was sent via e-Notification on **May 28, 2020**. On this date, there were a total of **12,198 email addresses** subscribed to the various email notification subjects.

