



Seat 1 - Jan Collins, Supervisor  
Seat 2 - Jim Covert, Supervisor  
Seat 3 - Patty Hoxie, Supervisor  
Seat 4 - Don Brozick, Chairman  
Seat 5 - Phil Grayber, Vice Chairman

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

## AGENDA

---

June 10, 2021

10:00 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 Supervisors, 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
  - E. Audience Comments

### **CONSENT AGENDA:**

*A motion to approve the Consent Agenda is a motion to approve all recommended actions. All matters on the Consent Agenda are considered routine and no discussion is required unless desired by a Board Supervisor or a Member of the Public.*

2. Approval of the Minutes  
Approval of the Minutes for the Meeting held on May 13, 2021.
3. Request for Approval of Assignment of Agreement RFP #18P-020 for Hamlet Underground, LLC to Miller Pipeline, LLC for Disaster Debris Removal and Disposal Services (Tertiary)  
Review and approval of Assignment of Agreement RFP #18P-020 between Village Community Development District #11 (VCDD #11) and Hamlet Underground, LLC for Disaster Debris Removal and Disposal Services (Tertiary) to Miller Pipeline, LLC.

### **NEW BUSINESS:**

4. Adoption of Resolution 21-09: FY2021-22 Proposed Budget

Adoption of Resolution 21-09 to approve the Fiscal Year 2021-22 Proposed Budget and to set the public hearing to adopt the Fiscal Year 2021-22 Final Budget.

**OLD BUSINESS:**

5. Old Business Status Update  
Old Business Status Update - June 10, 2021

**INFORMATIONAL ITEMS ONLY:**

6. Financial Statements  
Financial Statements as of April 30, 2021
7. DPM Monthly Report

**REPORTS AND INPUT:**

8. District Manager Reports
  - A. COVID-19 Update
9. District Counsel Reports
10. Supervisor Comments
  - A. District 11 Chairman Brozick: PWAC After Agenda
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 Supervisors  
Village Community Development District 11

**FROM:** Jennifer Farlow, District Clerk

**DATE:** 6/10/2021

**SUBJECT:** **Approval of the Minutes**

---

**ISSUE:** Approval of the Minutes for the Meeting held on May 13, 2021.

**ANALYSIS/INFORMATION:** Staff requests approval of the Minutes for the Meeting held on May 13, 2021.

**STAFF RECOMMENDATION:** Staff recommends approval of the Minutes for the Meeting held on May 13, 2021.

**MOTION:** Motion to approve the Minutes for the Meeting held on May 13, 2021.

**ATTACHMENTS:**

Description	Type
▣ May 13, 2021 Minutes	Cover Memo

**MINUTES OF MEETING  
VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT NO. 11**

A Meeting of the Board of Supervisors of Village Community Development District 11 was held on Thursday, May 13, 2021 at 10:00 a.m. in the Ashley Wilkes Room at the Savannah Center, 1545 N. Buena Vista Blvd., The Villages, Florida, 32162.

Board members present and constituting a quorum:

Don Brozick	Chairman
Patty Hoxie	Supervisor
Jim Covert	Supervisor
Jan Collins	Supervisor

Staff Present:

Kenny Blocker	Deputy District Manager
Carrie Duckett	Assistant District Manager
Mark Brionez	District Counsel
Barbara Kays	Budget Director
Anne Hochsprung	Finance Director
Mark LaRock	Purchasing Director
Bruce Brown	District Property Management Assistant Director
Brittany Wilson	Director of Technology and Board Support Services
Jennifer Farlow	District Clerk
Katie Evans	Assistant to the District Clerk

**FIRST ORDER OF BUSINESS:**                      **Call to Order**

A.      Roll Call

Chairman Brozick called the meeting to order at 10:00 a.m. and stated for the record that four (4) Supervisors were present representing a quorum. Phil Grayber was absent.

B.      Pledge of Allegiance.

The Chairman led the Pledge of Allegiance.

C.      Observation of a Moment of Silence.

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

D. Welcome Meeting Attendees

The Board welcomed all those in attendance at the meeting.

E. Audience Comments

David Robbins, a new District 12 Supervisor, introduced himself to the VCDD 11 Board.

**SECOND ORDER OF BUSINESS: Law Enforcement Quarterly Update**

Sergeant Hilberer, Fruitland Park Police Department, advised that there have been a few fraud cases that have occurred in the past six (6) months, one of which involved a resident paying for services in advance of the work being completed. The case is under investigation. Sergeant Hilberer advised that there have been no robberies or thefts in the Pine Hills or Pine Ridge neighborhoods

Chairman Brozick requested clarification that the Florida Sheriff's Association will not solicit funds over the phone. Sergeant Hilberer confirmed Chairman Brozick's statement.

The Board thanked Sergeant Hilberer for attending the meeting.

**CONSENT AGENDA:**

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

**On MOTION by Jim Covert, seconded by Patty Hoxie, with all in favor, the Board took formal action on the following items included on the Consent Agenda:**  
**THIRD ORDER OF BUSINESS: Approval of the Minutes from the Board Meeting held on March 11, 2021.**  
**FOURTH ORDER OF BUSINESS: Approval of the Annual Agreement Renewals with Asphalt Paving Systems, Inc., Pavement Technology, Inc. and Tri-State Asphalt Corp. and authorized the Chairman/Vice Chairman to execute the Agreement.**

**FIFTH ORDER OF BUSINESS: Old Business Status Update**

Kenny Blocker, Deputy District Manager, advised that there was no Old Business to be addressed.

**SIXTH ORDER OF BUSINESS: Financial Statements**

The Financial Statement as of March 31, 2021 was provided as information to the Board.

**SEVENTH ORDER OF BUSINESS: Budget Workshop Reminder**

The District 11 Board will hold a Budget Workshop on Monday, May 17, 2021 at 11 a.m. at the Savannah Recreation Center.

**EIGHTH ORDER OF BUSINESS: DPM Monthly Report**

The District Property Management (DPM) Monthly Report was provided as information to the Board.

**NINTH ORDER OF BUSINESS: District Manager Reports**

**A. COVID-19 Update**

Mr. Blocker advised the District continues to monitor the information provided by the health department and CDC and the District is reviewing making possible changes to the capacity in District facilities beginning in June.

Mark Brionez, District Counsel, advised Executive Order 21-101 invalidates any Emergency Order issued by a political subdivision due to the COVID-19 emergency and Executive Order 21-102 suspends the restrictions and mandates on individuals and businesses concerning COVID-19.

**TENTH ORDER OF BUSINESS: District Counsel Reports**

**A. Adoption of Resolution 21-08: Defense and Indemnification**

Mark Brionez, District Counsel, advised that Resolution 21-08 is the support and legal defense of the members of the Board of Supervisors and Committee Members. This policy would provide a greater level of legal protection to the Supervisors, as long as the Supervisors were acting within their legal

authority and without malice. Mr. Brionez advised a motion would be needed to adopt Resolution 21-08: Defense and Indemnification.

**On MOTION by Jan Collins, seconded by Patty Hoxie, with all in favor, the Board adopted Resolution 21-08 setting forward the District's Defense and Indemnification Policy and provides for an effective date.**

B. June 15, 2021 – Supervisor Only Training for Ethics, Sunshine and Public Records Law

Mr. Brionez advised there will be a Supervisor only training for Ethics, Sunshine and Public Records Law on June 15, 2021 at 9 a.m. offered remotely via a phone or computer. Any Supervisors interested should notify the District Clerk.

Mr. Brionez advised House Bill 853 which was proposing that CDD Supervisors must complete four (4) hours of Ethics Training and Senate Bill 1678 which increases the Sovereign immunity of governments have not passed. The COVID-19 Civil Liability Protection was signed by the Governor and previously discussed at this meeting and provides a greater level of protection to governmental entities against individuals filing lawsuits claiming that they caught COVID-19 at a governmental facility.

#### **ELEVENTH ORDER OF BUSINESS:                      Supervisor Comments**

A. District 11 Chairman Brozick: PWAC After Agenda

Chairman Brozick advised that the After Agenda for the Project Wide Advisory Committee (PWAC) meeting held on May 10, 2021 has been provided for the Board's information and highlighted the following items:

- The Committee recommended approval of the requested contracts.
- The Committee recommended award of the Kingfisher Golf Maintenance Facility Fire Restoration project. The District will be reimbursed at 100% for this project.

Chairman Brozick advised that the PWAC is an advisory committee to the Sumter Landing Community Development District (SLCDD) Board which is the legal entity that takes final action on the matters recommendation. The PWF funds the maintenance of common infrastructure, maintenance and replacements costs of right-of-ways landscaping and lighting, water retention areas, irrigation and drainage, multi-modal paths and tunnels and entry features, such as walls, fountains and fences. Each

District's annual cost allocation is based on assessable acreage, District 11 is the smallest of the Districts. The Fiscal Year 2020/2021 PWF budget shows an increase to the PWF expenditures from \$14 million to \$17.4 million, which is the result of 13 Phase II infrastructure being added to the PWF and the Morse Boulevard Island Revetment Project. Chairman Brozick advised that the SLAD Fund addresses the maintenance of the recreation centers, pools, and executive golf courses, the gates and Community Watch services, the common areas landscaping and maintenance, administrative services and Public Safety services and debt service and reserves. The monthly amenity fee revenues fund 92% of SLAD Fund. The SLAD Fund expenditures budget will increase by \$1.4 million to address flooring replacement, pool refurbishments, furniture replacements HVAC replacements and painting. Chairman Brozick advised that establishment of a second PWAC continues to be discussed. The PWAC II would initially be made up of District 12 and District 13. All Districts that are a party to the Interlocal Agreement for Project Wide Maintenance must agree to the terms and conditions of the Agreement if the second PWAC is to be established in October 2022. All districts 5 through 13 must agree to create PWAC II.

**TWELFTH ORDER OF BUSINESS:**

**Audience Comments**

No audience comments were received.

**THIRTEENTH ORDER OF BUSINESS: Adjourn**

The meeting was adjourned at 10:26 a.m.

<b>On MOTION by Jim Covert, seconded by Patty Hoxie, with all in favor, the Meeting was adjourned.</b>
--

---

Richard J. Baier  
Secretary

---

Don Brozick  
Chairman





## **AGENDA REQUEST**

**TO:** Board of Supervisors  
Village Community Development District 11

**FROM:** Mark LaRock, Purchasing Director; Melissa Schaar, Purchasing Manager

**DATE:** 6/10/2021

**SUBJECT:** Request for Approval of Assignment of Agreement RFP #18P-020 for Hamlet Underground, LLC to Miller Pipeline, LLC for Disaster Debris Removal and Disposal Services (Tertiary)

---

### **ISSUE:**

Review and approval of Assignment of Agreement RFP #18P-020 between Village Community Development District #11 (VCDD #11) and Hamlet Underground, LLC for Disaster Debris Removal and Disposal Services (Tertiary) to Miller Pipeline, LLC.

### **ANALYSIS/INFORMATION:**

On July 12, 2018, VCDD #11 and Hamlet Underground, LLC entered into Agreement RFP #18P-020 for Disaster Debris Removal and Disposal Services (Tertiary). The services to be provided include debris removal and disposal services for as needed services for various disaster events such as hurricanes, tornadoes, fires, floods, etc. The agreement will ensure proper reimbursement documentation, as required by the Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA) and any other federal natural disaster response agency.

On April 21, 2021, Hamlet Underground, LLC contacted the District regarding a business acquisition (see attached press release) and the necessity to assign their Disaster Debris Removal and Disposal Services (Tertiary) Agreements to the new entity, Miller Pipeline, LLC.

This Assignment will be effective June 10, 2021 and continue through the initial term expiring September 30, 2021, with the options to renew for three (3) additional one (1) year periods. There is no price change with this Assignment.

### **STAFF RECOMMENDATION:**

Staff requests approval of Assignment of Agreement RFP #18P-020 Disaster Debris Removal and Disposal Services (Tertiary) with Miller Pipeline, LLC.

### **MOTION:**

Motion to approve Assignment of Agreement RFP #18P-020 Disaster Debris Removal and Disposal Services (Tertiary) with Miller Pipeline, LLC; and authorize the Chairman/Vice Chairman to sign the

Agreement for Assignment.

**ATTACHMENTS:**

Description	Type
▣ D11 18P-020 Agreement for Assignment_Miller Pipeline (tertiary)	Exhibit
▣ Notice of Acquisition	Backup Material
▣ VCDD11 18P-020 Hamlet (Original)	Backup Material

**AGREEMENT FOR CONSENT TO ASSIGNMENT  
BETWEEN VILLAGE COMMUNITY DEVELOPMENT DISTRICT #11,  
HAMLET UNDERGROUND, LLC AND MILLER PIPELINE, LLC  
FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES (TERTIARY)**

**RFP #18P-020**

**THIS AGREEMENT** is entered into this 10<sup>th</sup> day of June 2021, by and between **VILLAGE COMMUNITY DEVELOPMENT DISTRICT #11** (DISTRICT) whose address is 984 Old Mill Run, The Villages, FL 32162, **HAMLET UNDERGROUND, LLC** (ASSIGNOR) AND **MILLER PIPELINE, LLC** (ASSIGNEE), whose address is 4260 NE 35th Street, Ocala, FL 34479

**RECITALS**

**WHEREAS**, DISTRICT and ASSIGNOR entered into the Agreement to provide Disaster Debris Removal and Disposal Services (AGREEMENT) dated July 12, 2018; and

**WHEREAS**, the ASSIGNEE desires to acquire the rights and is willing to assume the obligations of the ASSIGNOR thereunder; and

**WHEREAS**, the ASSIGNOR's obligations under the AGREEMENT is not delegable without the written consent of DISTRICT, but DISTRICT is willing to give such consent on the terms set forth herein; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and other valuable consideration the receipt and sufficiency of which are hereby acknowledged:

1. Subject to the conditions set forth herein, DISTRICT consents to the Assignment of the AGREEMENT by ASSIGNOR to ASSIGNEE.
2. The ASSIGNEE hereby assumes and covenants to perform all the obligations of the ASSIGNOR under the AGREEMENT and shall further be responsible for the prior acts of ASSIGNOR in connection with its performance or nonperformance under AGREEMENT. ASSIGNEE shall indemnify DISTRICT and hold DISTRICT harmless for any claims arising from the actions or inactions of ASSIGNOR in connection with the AGREEMENT. DISTRICT, by its consent hereunder, does not intend to release ASSIGNOR from any obligation.
3. The ASSIGNEE represents that it is familiar with each and every representation of ASSIGNOR contained in the AGREEMENT (the "Agreement Representations"). The ASSIGNEE hereby represents that the Agreement Representations are true as to ASSIGNEE as of the date of this AGREEMENT.
4. The ASSIGNEE represents that it has insurance in place in the kinds and amounts required by the AGREEMENT and that the scope of coverage includes claims which may be made after the date of this AGREEMENT but which arise from the prior acts of ASSIGNEE or ASSIGNOR in connection with AGREEMENT. DISTRICT shall be immediately named as additional insured and certificates of insurance shall be provided to the District within 15 days of the execution of this Agreement.

**AGREEMENT FOR CONSENT TO ASSIGNMENT  
BETWEEN VILLAGE COMMUNITY DEVELOPMENT DISTRICT #11,  
HAMLET UNDERGROUND, LLC AND MILLER PIPELINE, LLC  
FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES (TERTIARY)**

**RFP #18P-020**

5. This AGREEMENT shall be effective June 10, 2021 and continue through the initial term expiring September 30, 2021, with the options to renew for three (3) additional one (1) year periods per language of original AGREEMENT.

6. There is no price change with this Assignment.

**IN WITNESS WHEREOF**, said DISTRICT has caused this Agreement to be executed in its name by the Chairman of the **VILLAGE COMMUNITY DEVELOPMENT DISTRICT #11**, attested by the clerk of said DISTRICT, and **HAMLET UNDERGROUND, LLC** and **MILLER PIPELINE, LLC** has caused this Agreement to be executed in its name by its authorized representative, attested to and has caused the seal of said corporation to be hereto attached (if applicable), all on the day and year written above.

**VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT #11**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

**HAMLET UNDERGROUND, LLC  
(ASSIGNOR)**

By: \_\_\_\_\_

\_\_\_\_\_  
**Charles D. Bell**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
**Vice President**

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
**5-17-21**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

**MILLER PIPELINE, LLC  
(ASSIGNEE)**

By: \_\_\_\_\_

\_\_\_\_\_  
**Charles D. Bell**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
**Engineering Manager**

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
**5-17-21**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

[Corporate](#) February 11, 2019

## **Miller Pipeline to Acquire Ocala-Based Hamlet Construction**

### **Hamlet acquisition affords Miller Pipeline expanded territory in central Florida**

INDIANAPOLIS – Miller Pipeline is pleased to announce the acquisition of Hamlet Construction, based in Ocala, Florida. Founded in 1973, Hamlet has grown from a small family business to an organization known for its detail-oriented project planning and execution. Hamlet specializes in natural gas mains and services, water and sewer lines, fire hydrants, and reclaimed water lines. Miller is a leader in providing a comprehensive range of pipeline contracting and rehabilitation services for natural gas, liquids, water, and wastewater pipelines.

“For several years we have wanted to expand our natural gas operations in Florida, and the opportunity to join forces with Hamlet’s top-notch team is a huge step in that direction,” said Chad Davis, Vice President of South Region Construction for Miller Pipeline. “Their core values of honesty, hard work, doing a quality job and building long-term relationships align closely with Miller Pipeline’s four core values of safety, quality, commitment, and reputation. We feel our companies could not be a better match for one another.”

For Miller Pipeline, the acquisition adds 100 construction professionals to an existing roster of 3,300 employees across the country.

Day-to-day operations will continue to be coordinated by Harvey Vandeven, General Manager of Florida Operations, who will report to Davis.

“Hamlet is consistently viewed as a top contractor around central Florida, and we are excited to have them join our team,” said MVerge CEO Doug Banning. “The Florida gas construction market is a relatively new market for us. The Hamlet team brings local expertise and resources to help us expand our customer base. We are committed to providing the same level of customer service, safety, and quality work to customers. We look forward to the new employees adopting our culture built around our core values, making safety personal, and our core purpose of ‘Building Infrastructure; Building Relationships.’”

About Miller Pipeline: Miller Pipeline, an MVerge Company, is a wholly-owned subsidiary of CenterPoint Energy. Based in Indianapolis, Indiana, Miller Pipeline has been in business since 1953 and currently operates in 21 states. They have been a leader in building and maintaining America’s infrastructure for over 65 years. Their workforce is comprised of highly trained and skilled employees totaling more than 3,000, with office locations in over 20 states around the United States.

MVerge is an infrastructure services division offering turnkey solutions to customers in the pipeline construction market and is comprised of Miller Pipeline and Minnesota Limited. By collaborating, they can bring individual strengths together as one company striving to provide comprehensive solutions to the pipeline construction market. For more information, visit [www.millerpipeline.com](http://www.millerpipeline.com)

*This news release includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements, which include the ability of Miller Pipeline to access new markets and customer segments, their footprint and expanded capabilities and customer growth and the impact on future operations, are based upon assumptions of management which are believed to be reasonable at the time made and are subject to significant risks and uncertainties. Actual events and results may differ materially from those expressed or implied by these forward-looking statements. Any statements in this news release regarding growth and performance and any other statements that are not historical facts are forward-looking statements. Each forward-looking statement contained in this news release speaks only as of the date of this release. Factors that could affect actual results include (1) factors related to our business and the economy, (2) the performance of the companies, (3) competitive conditions in the industry, (4) state and federal legislative and regulatory actions or developments affecting various aspects of the businesses and (5) other factors discussed in reports CenterPoint Energy or its subsidiaries may file from time to time with the Securities and Exchange Commission.*



AN ARTERA COMPANY (<https://www.millerpipeline.com/>)

SERVICES (<https://www.millerpipeline.com/services/>)

PRODUCTS (<https://www.millerpipeline.com/encapsel/>)

ABOUT (<https://www.millerpipeline.com/about/>)

CAREERS (<https://www.millerpipeline.com/careers/>)

CONTACT (<https://www.millerpipeline.com/contact/>)

MAP (<https://www.millerpipeline.com/locations/>) | LOGIN

# MILLER PIPELINE TO ACQUIRE OCALA-BASED HAMLET CONSTRUCTION

## Miller Pipeline to Acquire Ocala-Based Hamlet Construction (<https://www.millerpipeline.com/miller-pipeline-to-acquire-ocala-based-hamlet-construction/>)

Corporate (<https://www.millerpipeline.com/author/laura-morrowmillerpipeline-com/>) | February 11, 2019

### Hamlet acquisition affords Miller Pipeline expanded territory in central Florida

INDIANAPOLIS – Miller Pipeline is pleased to announce the acquisition of Hamlet Construction, based in Ocala, Florida. Founded in 1973, Hamlet has grown from a small family business to an organization known for its detail-oriented project planning and execution. Hamlet specializes in natural gas mains and services, water and sewer lines, fire hydrants, and reclaimed water lines. Miller is a leader in providing a comprehensive range of pipeline contracting and rehabilitation services for natural gas, liquids, water, and wastewater pipelines.

"For several years we have wanted to expand our natural gas operations in Florida, and the opportunity to join forces with Hamlet's top-notch team is a huge step in that direction," said Chad Davis, Vice President of South Region Construction for Miller Pipeline. "Their core values of honesty, hard work, doing a quality job and building long-term relationships align closely with Miller Pipeline's four core values of safety, quality, commitment, and reputation. We feel our companies could not be a better match for one another."

For Miller Pipeline, the acquisition adds 100 construction professionals to an existing roster of 3,300 employees across the country.

Day-to-day operations will continue to be coordinated by Harvey Vandeven, General Manager of Florida Operations, who will report to Davis.

"Hamlet is consistently viewed as a top contractor around central Florida, and we are excited to have them join our team," said Artera CEO Doug Banning. "The Florida gas construction market is a relatively new market for us. The Hamlet team brings local expertise and resources to help us expand our customer base. We are committed to providing the same level of customer service, safety, and quality work to customers. We look forward to the new employees adopting our culture built around our core values, making safety personal, and our core purpose of 'Building Infrastructure; Building Relationships.'"

About Miller Pipeline: Miller Pipeline, an Artera Company, is a wholly-owned subsidiary of CenterPoint Energy. Based in Indianapolis, Indiana, Miller Pipeline has been in business since 1953 and currently operates in 21 states. They have been a leader in building and maintaining America's infrastructure for over 65 years. Their workforce is comprised of highly trained and skilled employees totaling more than 3,000, with office locations in over 20 states around the United States.

Artera is an infrastructure services division offering turnkey solutions to customers in the pipeline construction market and is comprised of Miller Pipeline and Artera. By collaborating, they can bring individual strengths together as one company striving to provide comprehensive solutions to the pipeline construction market. For more information, visit [www.millerpipeline.com](http://www.millerpipeline.com)

*This news release includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements, which include the ability of Miller Pipeline to access new markets and customer segments, their footprint and expanded capabilities and customer growth and the impact on future operations, are based upon assumptions of management which are believed to be reasonable at the time made and are subject to significant risks and uncertainties. Actual events and results may differ materially from those expressed or implied by these forward-looking statements. Any statements in this news release regarding growth and performance and any other statements that are not historical facts are forward-looking statements. Each forward-looking statement contained in this news release speaks only as of the date of this release. Factors that could affect actual results include (1) factors related to our business and the economy, (2) the performance of the companies, (3) competitive conditions in the industry, (4) state and federal legislative and regulatory actions or developments affecting various aspects of the businesses and (5) other factors discussed in reports CenterPoint Energy or its subsidiaries may file from time to time with the Securities and Exchange Commission.*

-30-

Categories: Employee News (<https://www.millerpipeline.com/category/employee-news/>) Tags: acquisition (<https://www.millerpipeline.com/tag/acquisition/>), expansion (<https://www.millerpipeline.com/tag/expansion/>), hamlet (<https://www.millerpipeline.com/tag/hamlet/>), miller pipeline (<https://www.millerpipeline.com/tag/miller-pipeline/>)

← 2019 Leading With Our Values Awards (<https://www.millerpipeline.com/2019-leading-with-our-values-awards/>)  
Brooks Scott named 2018 DCA Safety Person of the Year → (<https://www.millerpipeline.com/brooks-scott-named-2018-dca-safety-person-of-the-year/>)

**TERTIARY  
AGREEMENT FOR SERVICES  
BETWEEN VILLAGE COMMUNITY DEVELOPMENT DISTRICT #11  
AND HAMLET UNDERGROUND, LLC FOR DISASTER DEBRIS REMOVAL AND  
DISPOSAL SERVICES  
RFP #18P-020**

**THIS AGREEMENT** is made this 12<sup>th</sup> day of July 2018, by and between **VILLAGE COMMUNITY DEVELOPMENT DISTRICT #11** (hereafter referred to as "DISTRICT"), whose address is 984 Old Mill Run, The Villages, Florida 32162, The Villages, Florida 32162, and **HAMLET UNDERGROUND, LLC** (hereafter referred to as "CONTRACTOR"), whose address is 4260 NE 35<sup>th</sup> Street, Ocala, FL 34479

**RECITALS**

WHEREAS, the DISTRICT owns or operates certain real property which may require necessary and expedited Disaster Debris Removal and Disposal Services, and wishes to enter into an agreement with a party capable of providing suitable services; and

WHEREAS, CONTRACTOR provides Disaster Debris Removal and Disposal Services for properties such as those owned or operated by the DISTRICT, and wishes to enter into a contract whereby the CONTRACTOR performs Disaster Debris Removal and Disposal Services for the DISTRICT in consideration of payments from the DISTRICT to the CONTRACTOR;

WHEREAS, the DISTRICT has taken competitive proposals and shall award three (3) contracts to the offerors submitting the three most advantageous proposals for RFP #18P-020.

WHEREAS, the DISTRICT shall award the primary agreement to Ceres Environmental Services, Inc., a secondary agreement to Phillips and Jordan, Inc. and a tertiary agreement to Hamlet Underground, LLC, for the amounts proposed (Exhibit A) and negotiated (Exhibits B-D) herein.

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

**1. SERVICES BY CONTRACTOR**

- 1.1** CONTRACTOR, for and in consideration of the payments hereinafter specified and agreed to be made by DISTRICT, hereby covenants and agrees to furnish and deliver all materials, to do and perform all the work and labor required to be furnished and delivered for RFP #18P-020 Disaster Debris Removal and Disposal Services, Request for Proposals (RFP) #18P-020, hereinafter referred to as RFP. Specifications and other Agreement Documents, as defined in said RFP, and all other related documents cited in the above stated RFP and CONTRACTOR's submitted proposal documents are hereby made part of this Agreement as fully and with the same effect as if the same has been set forth at length in the body of this Agreement.
- 1.2** The CONTRACTOR will provide the name(s) of the supervisor(s)/liaison officer(s) who will be primarily responsible for the CONTRACTOR providing the required Services.
- 1.3** Before the Notice-To-Proceed is issued, CONTRACTOR will deliver to the DISTRICT a performance bond in the amount to be reasonably determined by the DISTRICT based on the amount of debris that is generated from the event after an assessment by District Property Management but shall not be less than a combined total of \$1,000,000.00 for all Districts under agreement with CONTRACTOR for Disaster Debris Removal and Disposal Services.
- 1.4** CONTRACTOR acknowledges that the DISTRICT has engaged primary, secondary and tertiary contractors to provide services described in RFP #18P-020 and that the DISTRICT shall give preference to the primary CONTRACTOR when assigning the services.
- 1.5** Secondary and/or tertiary contractors may be deployed at the sole discretion of the DISTRICT in the event that the DISTRICT determines that the primary CONTRACTOR has failed to deliver said services on time and according to all of the terms and provisions of the agreement. CONTRACTOR confirms the understanding and agreement that the DISTRICT has the sole discretion to authorize the primary,



secondary and/or tertiary CONTRACTOR to perform services.

- 1.6 Upon deployment of services where two (2) or more contractors are deemed necessary by the sole discretion of the DISTRICT, an average or median price shall be utilized to ensure universal pricing is established for all DISTRICTS entered in an agreement for RFP #18P-020 Disaster Debris Removal and Disposal Services with CONTRACTOR (Exhibits, B, C & D).
- 1.7 All maintenance and repair of equipment shall be the responsibility of the CONTRACTOR, and such maintenance and repairs shall not interfere with completion of required services to be provided pursuant to this Agreement.
- 1.8 The CONTRACTOR shall promptly notify the DISTRICT of any conditions beyond which negatively affect the nature or character of the Property, growth conditions, or that in any way prevent or hinder the maintenance obligations of the CONTRACTOR required by this Agreement. CONTRACTOR agrees to provide 24 hour a day emergency service, including contacts, phone numbers, e-mail address or other available contact information.
- 1.9 The CONTRACTOR shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from CONTRACTOR's operations, including site clean-up and policing on a daily basis. The CONTRACTOR shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The CONTRACTOR shall ensure that all handling and disposal of refuse materials performed pursuant to this Agreement is performed in compliance with all local, state and federal regulations. The CONTRACTOR shall provide CONTRACTOR's own dumpster(s) for the storage of such material, which shall be located in approved areas designated by the DISTRICT. The use of DISTRICT's dumpster(s) for any refuse disposal by the CONTRACTOR is strictly prohibited.
- 1.10 All CONTRACTOR and Sub-CONTRACTOR personnel shall wear personal protective equipment in the performance of their duties to include safety vests, protective eye wear or face shields, respiratory protection as necessary, gloves and protective clothing.
- 1.11 CONTRACTOR shall be responsible for adhering to all local, state and federal safety guidelines and observe all safety precautions when performing services on DISTRICT property, roadways and right-of-ways to include safe location of parked vehicles, signage, use of safety cones, flag personnel as necessary, use of safety vests on all personnel and vehicles which are clearly identifiable as belonging to the CONTRACTOR. When on DISTRICT property a failure to fully comply with this section will result in penalties up to and including contract termination.
- 1.12 CONTRACTOR acknowledges that the public may associate the CONTRACTOR as an employee of the DISTRICT while the CONTRACTOR performs services on the DISTRICT's property. CONTRACTOR agrees to conduct its services and supervise its employees in a way not detrimental to the DISTRICT's business operation. DISTRICT reserves the right to approve dress codes for the CONTRACTOR's employees.
- 1.13 CONTRACTOR shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.
- 1.14 As per State of Florida Executive Order Number 11-116, the CONTRACTOR identified in this Agreement shall utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the Agreement term by the CONTRACTOR to perform employment duties pursuant to the Agreement, within Florida; and all persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the Agreement with the DISTRICT.  
(<http://www.uscis.gov/e-verify>) Additionally, the CONTRACTOR shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the Agreement term by the CONTRACTOR to perform work or provide services pursuant to this Agreement with the DISTRICT.

**2. PAYMENT**

- 2.1 In consideration of the services provided by the CONTRACTOR pursuant to this Agreement, DISTRICT agrees to pay to CONTRACTOR rates submitted by CONTRACTOR as a result of CONTRACTOR's response Exhibit "A" or negotiated rates Exhibits "B-D" to RFP #18P-020 as provided for in this Agreement. All pricing submitted shall remain fixed and firm for the duration of the initial term agreement.
- 2.2 Each District is a separate local government with individual budgets, policies and procedures. The individual Districts are responsible for payment of expenditures for work completed in their individual District location. All work completed in the individual District must be tracked and billed independent of other Districts by CONTRACTOR. In some cases, some Districts may need separate invoices based on multiple funds within a District. Each District will approve and sign an Agreement for Services, issue a Notice to Proceed, and a Purchase Order. Additionally, each invoice may need to be invoiced by date of service within the invoice time period based on reimbursement rates as determined by FEMA, State of Florida, etc.
- 2.3 The hourly rates for labor stated on the Compensation Schedule may be increased by the Boards after the Agreement has been in effect for a minimum of 24 months, if and when it is determined to be in the best interest of the DISTRICT to do so. Any such increases will be determined by the appropriate price index as approved by both parties.
- 2.4 Invoices shall be submitted no later than the fifteenth (15<sup>th</sup>) of the month for the services performed the preceding month. Per Chapter 218.74(1), an invoice from the CONTRACTOR shall be considered as received when it has been stamped as such at the Finance Department, 984 Old Mill Run, The Villages, Florida 32162. Payment by the DISTRICT will be made no later than forty-five (45) days after the invoice has been received by the DISTRICT per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218, part VII.
- 2.5 If payment is not made by the DISTRICT to the CONTRACTOR within forty-five (45) days, CONTRACTOR may assess a late charge for the lesser of 1% per month, or the maximum rate permitted by law.
- 2.6 The DISTRICT agrees to pay the CONTRACTOR for additional work performed by the CONTRACTOR pursuant to written orders placed by the DISTRICT, at a rate equal to component unit costs of labor and equipment charged by the CONTRACTOR under the terms of this Agreement.

**3. AGREEMENT DOCUMENTS**

The Agreement Documents, which comprise the entire Agreement between DISTRICT and CONTRACTOR and which are made part hereof by this reference, consist of the following:

- 3.1 Request for Proposals
- 3.2 Instructions, Terms, and Conditions
- 3.3 Proposal Forms
- 3.4 Proposer's Certification
- 3.5 Statement of Terms and Conditions
- 3.6 Drug Free Workplace Certificate
- 3.7 Statement of CONTRACTOR's Experience, Equipment & Personnel
- 3.8 E-Verify CONTRACTOR/SubCONTRACTOR Affidavit
- 3.9 Chapter 119 Requirements
- 3.10 Scope of Work / Specifications
- 3.11 Plans / Drawings
- 3.12 Agreement
- 3.13 Permits / Licenses
- 3.14 All Addenda Issued Prior to Proposal Opening
- 3.15 All Modifications and Change Orders Issued
- 3.16 Notice of Award / Notice to Proceed

**4. TERM**

- 4.1 The term of this Agreement shall be July 12, 2018 through September 30, 2021, with the option to renew the contract for three (3) additional one (1) year periods. The prices proposed by the CONTRACTOR shall remain fixed and firm for the initial term of the contract. CONTRACTOR will meet with Purchasing and District Property Management 60 days prior to the end of the initial term to consider a possible renewal and increase or decrease to the current awarded pricing. Subsequent annual increases shall be based on CPI or 3%, whichever is lower, in any year that an increase is requested. A CPI increase shall be based on the percentage change of the CPI for All Urban Consumers, Not Seasonally Adjusted, U.S. DISTRICT Average, All Items (Series ID CUUROOOOSAO) from April of the previous year to the April immediately prior to the beginning of the period for which the increase is being requested. No increase will exceed 3%.

**5. INSURANCE**

- 5.1 **General Liability.** CONTRACTOR shall obtain, and maintain throughout the life of the Agreement, General Liability Insurance in an amount no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage. Insurance shall protect the CONTRACTOR, sub consultants and subcontractors from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under the Agreement. DISTRICT(s) shall be named as Additional Insured.
- 5.2 **Automobile Liability Insurance** covering all automobiles and trucks the CONTRACTOR may use in connection with this Agreement. The limit of liability for this coverage shall be a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles. DISTRICT(s) shall be named as Additional Insured.
- 5.3 **Excess Liability Insurance (Umbrella Policy)** may compensate for a deficiency in general liability or automobile insurance coverage limits.
- 5.4 **Waiver of Subrogation:** By entering into any agreement as a result of this RFP , CONTRACTOR agrees to a Waiver of Subrogation for each policy required above.
- 5.5 **Workers' Compensation Insurance, as required by the State of Florida.** As required by the State of Florida. CONTRACTOR and any sub consultants or subcontractors shall comply fully with the Florida Worker's Compensation Law. CONTRACTOR must provide certificate of insurance showing Worker's Compensation coverage.
- 5.6 **Certificate(s) shall be dated and show:**
- 5.6.1 The name of the insured CONTRACTOR, the specified job by name and/or RFP number, the name of the insurer, the number of the policy, its effective date and its termination date.
- 5.6.2 Statement that the insurer will mail notice to the DISTRICT at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- 5.6.3 Subrogation of Waiver clause.
- 5.6.4 The Village Community Development Districts and any other governmental agencies using this Agreement in cooperation with the DISTRICT shall be a named additional insured on Public Liability Insurance and Automobile Liability Insurance.
- 5.6.5 The CONTRACTOR shall require of each its sub consultants and/or subcontractors to procure and maintain during the life of its subcontract, insurance of the type specified above or insure the activities of its sub consultants and/or subcontractors in its policy as described above.
- 5.6.6 All insurance policies shall be written on companies authorized to do business in the State of Florida.

**6. SELF HELP BY DISTRICT**

- 6.1 Within three (3) calendar days (72 hours) after being notified by DISTRICT in writing of defective or unacceptable work, if the CONTRACTOR fails to correct such work, DISTRICT may cause the unacceptable or defective work to be corrected. If the DISTRICT corrects the work, the DISTRICT shall be entitled to deduct from any monies due, or which may become due to CONTRACTOR, the reasonable cost of remedying the defective or unacceptable work. Provided, however, if the corrective work cannot reasonably be completed within such three (3) day period, and the CONTRACTOR immediately begins corrective work, and DISTRICT reasonably determines that the CONTRACTOR is diligently pursuing the completion of such corrective work, DISTRICT agrees to allow CONTRACTOR to complete correction of the defective or unacceptable work. In addition, if the CONTRACTOR, for any reason, fails to perform any portion of the services required by the CONTRACTOR pursuant to this Agreement, the DISTRICT shall be entitled to deduct from any monies due or which may become due to CONTRACTOR the actual expenditures that are necessary to complete the services not performed.
- 6.2 All costs and expenses incurred by DISTRICT pursuant to this section shall be deducted from monies due, or which may become due to CONTRACTOR for its obligations herein.
- 6.3 The provisions of this paragraph are cumulative to all other provisions of the Agreement and it is not intended that any deductions in payment taken pursuant to this paragraph shall diminish or waive DISTRICT's right to declare the CONTRACTOR in default in accordance with applicable provisions of the Agreement.
- 6.4 DISTRICT may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of CONTRACTOR.

**7. TERMINATION BY THE DISTRICT FOR CAUSE**

- 7.1 The performance of work under this Agreement and detailed in RFP #18P-020 may be terminated by the DISTRICT in accordance with this clause in whole or from time to time in part, whenever the DISTRICT determines that CONTRACTOR is in default of the terms of this Agreement such as, but limited to, the following:
- 7.1.1 CONTRACTOR shall meet with the DISTRICT a minimum of forty-eight (48) hours prior to a hurricane event and immediately upon the occurrence of a debris-generating incident within the District for which there is no advance warning.
- 7.1.2 Post disaster, DISTRICT will contact the primary and secondary and tertiary CONTRACTOR holding a Disaster Debris Removal and Disposal contract to advise them of the DISTRICT intent to activate the primary contractor for removal and disposal of disaster debris and as determined by the size and type of event the DISTRICT may activate the secondary and tertiary contractors. Before work begins, the District must issue a written Notice to Proceed.
- 7.1.3 Within eight (8) hours of receiving the Notice to Proceed, CONTRACTOR will send a management team to report to the DISTRICT to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work.
- 7.1.4 CONTRACTOR will be responsible for providing DISTRICT with a written plan of sufficient detail which conforms to the District's Disaster Debris Removal Plan and contains the Contractors means and methods for addressing the debris removal. Elements of the plan should include an assessment of equipment controlled by the Contractor, schedule and other features pertinent to the expeditious removal of debris.
- 7.1.5 Mobilization by CONTRACTOR shall begin within twenty-four (24) hours of notification by the DISTRICT. Within seventy-two (72) hours of receipt of the Notice to Proceed, the Contractor shall be fully established and continue debris removal operations. The Contractor shall make every effort to be at the disaster site within the stated time frame. The removal and disposal work must be conducted in a systematic and predictable manner.

7.2 Any such termination shall be effected by delivery to CONTRACTOR a Notice of Termination specifying the extent to which performance or work under the Agreement is terminated, and the date the termination becomes effective. In the event, of such termination, the DISTRICT may proceed to complete the services in any manner deemed proper by the DISTRICT.

7.3 After receipt of a Notice of Termination, and except as otherwise directed, CONTRACTOR shall:

- 7.3.1 Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.
- 7.3.2 Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portions of work under this Agreement.
- 7.3.3 Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
- 7.3.4 Settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, and request the approval or ratification by the DISTRICT to the extent CONTRACTOR may require, which approval or ratification shall be final for all purposes of this clause.
- 7.3.5 Continue to perform under the terms of the Agreement as to that portion of the work not terminated by the Notice of Termination.

7.4 After receipt of a Notice of Termination, CONTRACTOR shall submit to DISTRICT, the CONTRACTOR's termination claim in satisfactory form. Such claim shall be submitted promptly, but in no event later than one month from the effective date of termination unless one or more extensions in writing are granted by DISTRICT. No claim will be allowed for any expense incurred by CONTRACTOR to after the receipt of the Notice of Termination and CONTRACTOR shall be deemed to waive any right to any further compensation.

7.5 CONTRACTOR and DISTRICT may agree upon the whole or any part of the amount or amounts to be paid to CONTRACTOR by reason of the total or partial termination of work pursuant to this clause, provided that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total Agreement price as reduced by the expenditures necessary to complete the job covered by this Agreement.

7.6 DISTRICT may, for any reason, terminate performance under this Agreement by the CONTRACTOR for convenience upon thirty (30) days written notice. DISTRICT will not be held responsible for any loss incurred by CONTRACTOR as a result of DISTRICT's election to terminate this Agreement pursuant to this paragraph.

## **8. OTHER MATTERS**

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

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

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

8.4 In the event of default by any party to this Agreement, the prevailing party shall be entitled to recover from the defaulting party, all costs and expenses, including a reasonable attorney's fee, whether suit be

instituted or not, and at the trial court and appellate court level incurred by the prevailing party enforcing its right hereunder.

- 8.5 The venue for the enforcement, construction or interpretation of this Agreement, shall be the County or Circuit Court for Sumter County, Florida, and CONTRACTOR does hereby specifically waive any "venue privilege" and/or "diversity of citizenship privilege" which it has now, or may have in the future, in connection with the Agreement, or its duties, obligations, or responsibilities or rights hereunder.
- 8.6 CONTRACTOR does hereby specifically promise and agree to "hold harmless", defend and indemnify the DISTRICT and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including reasonable attorney fees and expenses.
- 8.7 CONTRACTOR shall not be construed to be the agent, servant or employee of the DISTRICT or of any elected or appointed official thereof, for any purpose whatsoever, and further CONTRACTOR shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or on a tort, as the agent, servant or employee of the DISTRICT.
- 8.8 These Agreement Documents constitute the entire understanding and Agreement between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts/agreements previously existing between the Parties with respect to the subject matters of this Agreement. The CONTRACTOR recognizes that any representations, statements, or negotiations made by DISTRICT staff do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing and signed by an authorized DISTRICT representative. This Agreement shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.
- 8.9 It may become necessary that additional areas are to be routinely maintained under the same specifications, or as amended by the management or its representative. It is the intent to be able to add or delete areas as necessary with the related cost increases or decreases to be handled through the execution of an amendment to this Agreement. Cost increases or decreases will be based on the unit prices proposed by the CONTRACTOR as provide for in Exhibits "A-D" to this Agreement.
- 8.10 No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
- 8.11 Time is of the essence in the performance of this Agreement. The CONTRACTOR specifically agrees that it will commence operations on the date specified in the Notice to Proceed and that all work to be performed under the provisions of this Agreement shall be done according to specifications, subject only to delays caused through no fault of the CONTRACTOR.
- 8.12 In the event of a declared emergency or disaster, CONTRACTOR shall assist the DISTRICT if requested and approved by the DISTRICT's Emergency Disaster Debris CONTRACTOR.
- 8.13 SUBSTITUTION OF PERSONNEL – The DISTRICT has absolute discretion over what personnel are initially assigned pursuant to the contract. It is the intention of the DISTRICT that the CONTRACTOR's personnel proposed for the contract will be available for the term of the contract. In the event the CONTRACTOR wishes to substitute personnel, they shall propose personnel of equal or higher qualifications and all replacement personnel are subject to DISTRICT approval. In the event that the original or substituted personnel are not found to be satisfactory to the District and the matter cannot be resolved to the satisfaction of the DISTRICT, the DISTRICT reserves the right to terminate the contract for cause.
- 8.14 Debris removal vehicles dismissed from the project must have their issued placard removed and returned to the DISTRICT.



**9. CONTRACTOR'S REPRESENTATIONS**

9.1 CONTRACTOR makes the following representations:

9.2 CONTRACTOR has familiarized himself with the nature and extent of the Agreement Documents, work, locality, and all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.

9.3 CONTRACTOR declares that he has visited and examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done, that he has examined the plans for the work and other Agreement Documents relative thereto and has read all the addenda furnished prior to the bid opening, and that CONTRACTOR has satisfied itself relative to the work to be performed.

9.4 CONTRACTOR has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality and quantities of work to be performed, materials to be furnished, and requirements of the plans and other Agreement Documents.

9.5 CONTRACTOR has given the DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Agreement Documents.

9.6 CONTRACTOR declares that submission of a proposal/bid for the work constitutes an incontrovertible representation that the CONTRACTOR has complied with every requirement of this Section, and that the Agreement Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.

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

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

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

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

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

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

IN WITNESS WHEREOF, said DISTRICT has caused this Agreement to be executed in its name by the Chairman  
/ Vice Chairman of the VILLAGE COMMUNITY DEVELOPMENT DISTRICT #11, attested by the clerk of said  
DISTRICT, and HAMLET UNDERGROUND, LLC has caused this Agreement to be executed in its name by its  
authorized representative, attested to and has caused the seal of said corporation to be hereto attached (if  
applicable), all on the day and year written above.

VILLAGE COMMUNITY

DEVELOPMENT DISTRICT #11

By: 

Print Name

Print Title

Date

Attest 

HAMLET UNDERGROUND, LLC

By: 

Print Name

Print Title

Date

Attest 



## PROPOSAL FORM

SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE			
EQUIPMENT TYPE WITH OPERATOR CATEGORY	Estimated Hours	Hourly Labor Rate	Total Extended Price
50' Bucket Truck	140	150.00	21,000.00
Crash Truck w/Impact Attenuator	70	100.00	7,000.00
Dozer, Tracked, D3 or Equivalent	70	80.00	5,600.00
Dozer, Tracked, D4 or Equivalent	70	80.00	5,600.00
Dozer, Tracked, D5 or Equivalent	70	90.00	6,300.00
Dozer, Tracked, D6 or Equivalent	70	120.00	8,400.00
Dump Truck, 16 +/- CY	70	65.00	4,550.00
Dump Truck, 20 +/- CY	70	70.00	4,900.00
Dump Truck, 33 +/- CY	70	100.00	7,000.00
Generator, 5.5 kW, List kW Capacity	70	10.00	700.00
Generator, 200 kW, List kW Capacity	70	60.00	4,200.00
Generator, 2,500 kW, List kW Capacity	70	260.00	18,200.00
Light Plant with Fuel and Support	140	15.00	2,100.00
Graders w/12" Blade (Min. 30,000 LB)	70	100.00	7,000.00
Hydraulic Excavator, 1.5 CY	70	100.00	7,000.00
Hydraulic Excavator, 2.5 CY	70	120.00	8,400.00
Kunickboom Loader	140	200.00	28,000.00
Lowboy Trailer w/ Tractor	70	150.00	10,500.00
Mobil Crane up to 15 Ton	70	150.00	10,500.00
Pump, 85 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	40.00	2,800.00
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	60.00	4,200.00
Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	180.00	12,600.00
Veo Truck (List Capacity), List Capacity	70	150.00	10,500.00
Pickup Truck, 1 Ton	70	40.00	2,800.00
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	65.00	4,550.00
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	75.00	5,250.00
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	65.00	4,550.00
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	75.00	5,250.00
Tub Grinder, 800 to 1,000 HP	140	400.00	56,000.00
Hydraulic Excavator, 1.5 cy (w/ thumb)	70	100.00	7,000.00
Hydraulic Excavator, 2.5 cy (w/ thumb)	70	120.00	8,400.00
Truck, Flatbed	70	40.00	2,800.00
Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift	140	20.00	2,800.00
Water Truck, 2,800 gal (Non-Potable, Dust Control and Pavement Maintenance)	140	100.00	14,000.00
Wheel Loader, 3 CY, 152 HP	70	100.00	7,000.00
Wheel Loader, 4.0 CY, 200 HP	70	120.00	8,400.00
Wheel Loader, 1.5 CY, 85 HP	70	75.00	5,250.00
EQUIPMENT WITH OPERATOR GRAND TOTAL EXTENDED PRICE:			331,100.00
OTHERS NOT LISTED IN LABOR CATEGORY - PLEASE LIST BELOW			
SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE (continued)			

LABOR CATEGORY	Estimated Hours	Hourly Labor Rate	Total Extended Price
Operations Manager w/ Cell Phone and .5 Ton Pickup Truck	70	50.00	3,500.00
Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and misc supplies in support of crew	70	40.00	2,800.00
Tree Climber/ Chainsaw and Gear	140	50.00	7,000.00
Laborer w/ Chainsaw and Gear	140	35.00	4,900.00
Laborer w/ Small Tools, Traffic Control, or Flag Person	140	25.00	3,500.00
Bonded and Certified Security Personnel	70	50.00	3,500.00
LABOR CATEGORY GRAND TOTAL EXTENDED PRICE			25,200.00
OTHERS NOT LISTED IN LABOR CATEGORY - PLEASE LIST BELOW			
CREW CATEGORY	Estimated Hours	Hourly Labor Rate	Total Extended Price
Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools,		300.00	
OTHERS NOT LISTED IN CREW CATEGORY - PLEASE LIST BELOW			

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE			
If a Vendor elects to "No Proposal" individual service offerings their proposal may be considered non-responsive by the District. Items 8-12 are Ancillary Services. Vendors are requested to provide a cost for ancillary items; however these costs will not be used for evaluative purposes.			
<b>1 Vegetative Debris Removal</b> Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a District approved debris management site (DMS) or District approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Removing debris from public property and ROW and hauling to DMS	300,000	10.00	3,000,000.00
<b>2 C&amp;D Debris Removal</b> Work consists of the collection and transportation of eligible C&D on the ROW or public property to a District approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Removing C&D debris from ROW or public property and hauling to DMS	100,000	10.00	1,000,000.00
<b>3 Debris Removal from Canals / Waterways</b> Work consists of the collection and transportation of eligible debris from District maintained canals and waterways to a District approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Removing debris from District maintained canals/waterways and hauling to DMS	100,000	4.00	400,000.00
<b>4 DMS Operation and Reduction Through Grinding</b> Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this proposal.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
	200,000	4.00	800,000.00
<b>5 Haul-out of Reduced Debris to a District Approved Final Disposal Site</b> Work consists of loading and transporting reduced eligible disaster related debris at a District approved DMS to a District designated final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
	58,250	5.00	281,250.00

<b>6 Removal of Hazardous Trees and Limbs</b>			
Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the District ROW for collection under the terms and conditions of Scope of Services, Vegetative Debris Removal.			
	<b>Estimated Quantity</b>	<b>\$ Per Tree</b>	<b>Total</b>
6 inch to 12.99 inch diameter	160	100.00	16,000.00
13 inch to 24.99 inch diameter	75	200.00	15,000.00
25 inch to 36.99 inch diameter	10	350.00	3,500.00
37 inch to 48.99 inch diameter	5	1,000.00	5,000.00
49 inch and larger diameter	1	1,500.00	1,500.00
Hanger Removal (per Tree)	1,900	80.00	152,000.00
<b>7 Removal of Hazardous Stumps</b>			
Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a District approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal.			
	<b>Estimated Quantity</b>	<b>\$ Per Stump</b>	<b>Total</b>
24.1 inch to 36.99 inch diameter	20	350.00	7,000.00
37 inch to 48.99 inch diameter	10	500.00	5,000.00
49 inch and larger diameter	1	1,000.00	1,000.00
<b>8 ROW White Goods Debris Removal</b>			
Work consists of the removal of eligible White Goods from the ROW to a District approved DMS site or District approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the District approved DMS to a District approved facility for recycling.			
	<b>Estimated Quantity</b>	<b>\$ Per Unit</b>	<b>Total</b>
AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination	10	60.00	600.00
Washers, dryers, stoves, ovens, and hot water heaters	25	30.00	750.00
<b>Total</b>	<b>\$</b>		<b>5,688,600.00</b>
<b>SCHEDULE 2 (REVISED) - UNIT RATE PRICE SCHEDULE CONTINUED</b>			
Ancillary Options - The Following Items are not included in the Price Evaluation			
<b>9 Household Hazardous Waste Removal, Transport, and Disposal</b>			
Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a District approved permitted hazardous waste facility or MSW type I landfill.			
	<b>Estimated Quantity</b>	<b>\$ Per Pound</b>	<b>Total</b>
		5.00	
<b>10 E-Waste Removal</b>			
Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the District.			
	<b>Estimated Quantity</b>	<b>\$ Per Unit</b>	<b>Total</b>
		30.00	
<b>11 Abandoned Vehicle Removal</b>			
Work consists of the removal and transport of eligible abandoned vehicles.			
	<b>Estimated Quantity</b>	<b>\$ Per Unit</b>	<b>Total</b>
Passenger Car		150.00	
Single Axle		200.00	
Double Axle		250.00	
<b>12 Dead Animal Carcasses</b>			
Work consists of the recovery and disposal of dead animal carcasses.			
	<b>Estimated Quantity</b>	<b>\$ Per Pound</b>	<b>Total</b>
		5.00	

**NOTE(S):**

- When completing your proposal, do not attach any forms which may contain terms and conditions that conflict with those listed in the District's proposal documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your proposal being declared non-responsive.
- All price information to be used in the RFP evaluation must be on this proposal form.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.
- The District maintains the right to utilize other vendors/contractors to address any unforeseen conditions as they may arise.

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

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

CHARLES D. BELL, VICE PRESIDENT  
Authorized Agent Name, Title (Print)

  
Authorized Signature

5-29-18  
Date

*Name of Proposer's Firm:*

HAMLET UNDERGROUND, LLC.

***This document must be completed and returned with your Submittal***

RANKS	SECONDARY		TERTIARY	Average Pricing
Areas by Contractor	Phillips and Jordan, Inc.		Hamlet Underground, LLC	Primary & Tertiary
SCHEDULE 1 UNIT RATE PRICE SCHEDULE				
SCHEDULE 1 EQUIPMENT WITH OPERATOR GRAND TOTAL EXTENDED PRICE	\$	338,940.00	\$	331,100.00 \$ 335,020.00
SCHEDULE 1 LABOR CATEGORY GRAND TOTAL EXTENDED PRICE	\$	37,800.00	\$	25,200.00 \$ 31,500.00
SCHEDULE 1 CREW CATEGORY (hourly rate)	\$	300.00	\$	300.00 \$ 300.00
SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL GRAND TOTAL	\$	377,040.00	\$	356,600.00 \$ 366,820.00
SCHEDULE 2 UNIT RATE PRICE SCHEDULE				
1 Vegetative Debris Removal	\$	10.50	\$	10.00 \$ 10.25
2 C&D Debris Removal	\$	10.50	\$	10.00 \$ 10.25
3 Debris Removal from Canals / Waterways	\$	38.00	\$	4.00 \$ 21.00
4 DMS Operation and Reduction Through Grinding	\$	5.50	\$	4.00 \$ 4.75
5 Haul-out of Reduced Debris to a District Approved Final Disposal Site	\$	8.25	\$	5.00 \$ 6.63
6 Removal of Hazardous Trees and Limbs				
6 inch to 12.99 inch diameter	\$	60.00	\$	100.00 \$ 80.00
13 inch to 24.99 inch diameter	\$	90.00	\$	200.00 \$ 145.00
25 inch to 36.99 inch diameter	\$	140.00	\$	350.00 \$ 245.00
37 inch to 48.99 inch diameter	\$	250.00	\$	1,000.00 \$ 625.00
49 inch and larger diameter	\$	400.00	\$	1,500.00 \$ 950.00
Hanger Removal (per Tree)	\$	125.00	\$	80.00 \$ 102.50
7 Removal of Hazardous Stumps				
24.1 inch to 36.99 inch diameter	\$	400.00	\$	350.00 \$ 375.00
37 inch to 48.99 inch diameter	\$	550.00	\$	500.00 \$ 525.00
49 inch and larger diameter	\$	750.00	\$	1,000.00 \$ 875.00
8 ROW White Goods Debris Removal				
AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination		\$80.00	\$	60.00 \$ 70.00
Washers, dryers, stoves, ovens, and hot water heaters		\$50.00	\$	30.00 \$ 40.00
SCHEDULE 2 - UNIT PRICING (1-8) GRAND TOTAL	\$	2,967.75	\$	5,203.00 \$ 4,085.38
Schedule 1 & 2 Grand Total	\$	380,007.75	\$	361,803.00 \$ 370,905.38

## EXHIBIT B

RANKS	PRIMARY	TERTIARY	Average Pricing
Areas by Contractor	Ceres Environmental Services, Inc.	Hamlet Underground, LLC	Primary & Tertiary
<b>SCHEDULE 1 UNIT RATE PRICE SCHEDULE</b>			
SCHEDULE 1 EQUIPMENT WITH OPERATOR GRAND TOTAL EXTENDED PRICE	\$ 496,269.90	\$ 331,100.00	\$ 413,684.95
SCHEDULE 1 LABOR CATEGORY GRAND TOTAL EXTENDED PRICE	\$ 31,522.40	\$ 25,200.00	\$ 28,361.20
SCHEDULE 1 CREW CATEGORY (hourly rate)	\$ 295.00	\$ 300.00	\$ 297.50
<b>SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL GRAND TOTAL</b>	<b>\$ 528,087.30</b>	<b>\$ 356,600.00</b>	<b>\$ 442,343.65</b>
<b>SCHEDULE 2 UNIT RATE PRICE SCHEDULE</b>			
	(per cubic yard)		
1 Vegetative Debris Removal	\$ 9.95	\$ 10.00	\$ 9.98
2 C&D Debris Removal	\$ 9.25	\$ 10.00	\$ 9.63
3 Debris Removal from Canals / Waterways	\$ 11.98	\$ 4.00	\$ 7.99
4 DMS Operation and Reduction Through Grinding	\$ 4.95	\$ 4.00	\$ 4.48
5 Haul-out of Reduced Debris to a District Approved Final Disposal Site	\$ 5.25	\$ 5.00	\$ 5.13
6 Removal of Hazardous Trees and Limbs	(per tree)		
6 inch to 12.99 inch diameter	\$ 40.00	\$ 100.00	\$ 70.00
13 inch to 24.99 inch diameter	\$ 100.00	\$ 200.00	\$ 150.00
25 inch to 36.99 inch diameter	\$ 250.00	\$ 350.00	\$ 300.00
37 inch to 48.99 inch diameter	\$ 450.00	\$ 1,000.00	\$ 725.00
49 inch and larger diameter	\$ 750.00	\$ 1,500.00	\$ 1,125.00
Hanger Removal (per Tree)	\$ 95.00	\$ 80.00	\$ 87.50
7 Removal of Hazardous Stumps	(per stump)		
24.1 inch to 36.99 inch diameter	\$ 350.00	\$ 350.00	\$ 350.00
37 inch to 48.99 inch diameter	\$ 650.00	\$ 500.00	\$ 575.00
49 inch and larger diameter	\$ 995.00	\$ 1,000.00	\$ 997.50
8 ROW White Goods Debris Removal	(per unit)		
AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination	\$90.00	\$ 60.00	\$ 75.00
Washers, dryers, stoves, ovens, and hot water heaters	\$49.00	\$ 30.00	\$ 39.50
<b>SCHEDULE 2 - UNIT PRICING (1-8) GRAND TOTAL</b>	<b>\$ 3,860.38</b>	<b>\$ 5,203.00</b>	<b>\$ 4,531.69</b>
<b>Schedule 1 &amp; 2 Grand Total</b>	<b>\$ 531,947.68</b>	<b>\$ 361,803.00</b>	<b>\$ 446,875.34</b>

## EXHIBIT C

RANKS	PRIMARY	SECONDARY	TERTIARY	MEDIAN PRICING
Areas by Contractor	Ceres Environmental Services, Inc.	Phillips and Jordan, Inc.	Hamlet Underground, LLC	Primary, Secondary & Tertiary
<b>SCHEDULE 1 UNIT RATE PRICE SCHEDULE</b>				
SCHEDULE 1 EQUIPMENT WITH OPERATOR GRAND TOTAL EXTENDED PRICE	\$ 496,269.90	\$ 338,940.00	\$ 331,100.00	\$ 338,940.00
SCHEDULE 1 LABOR CATEGORY GRAND TOTAL EXTENDED PRICE	\$ 31,522.40	\$ 37,800.00	\$ 25,200.00	\$ 31,522.40
SCHEDULE 1 CREW CATEGORY (hourly rate)	\$ 295.00	\$ 300.00	\$ 300.00	\$ 300.00
<b>SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL GRAND TOTAL</b>	<b>\$ 528,087.30</b>	<b>\$ 377,040.00</b>	<b>\$ 356,600.00</b>	<b>\$ 377,040.00</b>
<b>SCHEDULE 2 UNIT RATE PRICE SCHEDULE</b>				
	(per cubic yard)			
1 Vegetative Debris Removal	\$ 9.95	\$ 10.50	\$ 10.00	\$ 10.00
2 C&D Debris Removal	\$ 9.25	\$ 10.50	\$ 10.00	\$ 10.00
3 Debris Removal from Canals / Waterways	\$ 11.98	\$ 38.00	\$ 4.00	\$ 11.98
4 DMS Operation and Reduction Through Grinding	\$ 4.95	\$ 5.50	\$ 4.00	\$ 4.95
5 Haul-out of Reduced Debris to a District Approved Final Disposal Site	\$ 5.25	\$ 8.25	\$ 5.00	\$ 5.25
6 Removal of Hazardous Trees and Limbs	(per tree)			
6 inch to 12.99 inch diameter	\$ 40.00	\$ 60.00	\$ 100.00	\$ 60.00
13 inch to 24.99 inch diameter	\$ 100.00	\$ 90.00	\$ 200.00	\$ 100.00
25 inch to 36.99 inch diameter	\$ 250.00	\$ 140.00	\$ 350.00	\$ 250.00
37 inch to 48.99 inch diameter	\$ 450.00	\$ 250.00	\$ 1,000.00	\$ 450.00
49 inch and larger diameter	\$ 750.00	\$ 400.00	\$ 1,500.00	\$ 750.00
Hanger Removal (per Tree)	\$ 95.00	\$ 125.00	\$ 80.00	\$ 95.00
7 Removal of Hazardous Stumps	(per stump)			
24.1 inch to 36.99 inch diameter	\$ 350.00	\$ 400.00	\$ 350.00	\$ 350.00
37 inch to 48.99 inch diameter	\$ 650.00	\$ 550.00	\$ 500.00	\$ 550.00
49 inch and larger diameter	\$ 995.00	\$ 750.00	\$ 1,000.00	\$ 995.00
8 ROW White Goods Debris Removal	(per unit)			
AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination	\$90.00	\$ 80.00	\$ 60.00	\$ 80.00
Washers, dryers, stoves, ovens, and hot water heaters	\$49.00	\$ 50.00	\$ 30.00	\$ 49.00
<b>SCHEDULE 2 - UNIT PRICING (1-8) GRAND TOTAL</b>	<b>\$ 3,860.38</b>	<b>\$ 2,967.75</b>	<b>\$ 5,203.00</b>	<b>\$ 3,860.38</b>
<b>Schedule 1 &amp; 2 Grand Total</b>	<b>\$ 531,947.68</b>	<b>\$ 380,007.75</b>	<b>\$ 361,803.00</b>	<b>\$ 380,900.38</b>

## EXHIBIT D



## **AGENDA REQUEST**

**TO:** Board of Supervisors  
Village Community Development District 11

**FROM:** Barbara E. Kays, Budget Director

**DATE:** 6/10/2021

**SUBJECT:** **Adoption of Resolution 21-09: FY2021-22 Proposed Budget**

---

### **ISSUE:**

Adoption of Resolution 21-09 to approve the Fiscal Year 2021-22 Proposed Budget and to set the public hearing to adopt the Fiscal Year 2021-22 Final Budget.

### **ANALYSIS/INFORMATION:**

In accordance with Chapter 190, the District must approve a proposed budget, proposed maintenance assessment rates and adopt a resolution to set the public hearing for the budget adoption no later than June 15<sup>th</sup>. Once approved, the Proposed Budget will be submitted to Lake County for a 60-day review and comment period prior to the budget adoption. The approved Proposed Budget will also be made available on the District's website and at the Village Community Development District Administration Office.

The Board of Supervisors has reviewed and discussed the Fiscal Year 2021-22 Recommended Budget during the public budget workshop held on May 17, 2021. The attached proposed operating budget of \$1,356,058 is a decrease of \$14,351 or 1% from the current year original budget as discussed during the budget workshop. The maintenance assessment rates will remain the same as current year with no increase for Fiscal Year 2021-22.

Also attached is the proposed budget for the Debt Service Fund which reflects the interest and principal along with other bond-related expenditures in addition to the revenue received from bond assessment payments.

### **STAFF RECOMMENDATION:**

Staff is recommending Adoption of Resolution 21-09 to approve the Fiscal Year 2021-22 Proposed Budget and to set the public hearing to adopt the Fiscal Year 2021-22 Final Budget. The date of the public hearing is September 9, 2021, 10:00 a.m. at the Savannah Recreation Center.

### **MOTION:**

Move to adopt Resolution 21-09 to approve the Fiscal Year 2021-22 Proposed Budget and to set the public hearing to adopt the Fiscal Year 2021-22 Final Budget for September 9, 2021, 10:00 a.m. at the Savannah Recreation Center.



**ATTACHMENTS:**

Description	Type
▣ FY2021-22 Proposed Budget	Cover Memo

**RESOLUTION 21-09**

**A RESOLUTION APPROVING THE DISTRICT'S PROPOSED BUDGET OF THE VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 11 FOR FISCAL YEAR 2021-22 IN ACCORDANCE WITH CHAPTER 190 F.S. AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors, the District's proposed operating budget and debt service budget for the forthcoming Fiscal Year 2021-22; and

**WHEREAS**, the Board of Supervisors has reviewed and discussed the budget during a public budget workshop held on May 17, 2021; and

**WHEREAS**, the Board of Supervisors has accepted said Proposed Budget and desires to set the required public hearing hereon;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 11;**

1. The operating budget proposed by the District Manager for Fiscal Year 2021-22 is hereby approved for the amount as listed below along with the proposed maintenance assessment rates based on the attached schedules:

<b>General Fund</b>	<b>\$ 1,356,058</b>
---------------------	---------------------

2. The budget for the Debt Service Fund proposed by the District Manager for Fiscal Year 2021-22 is hereby approved for the amount as listed below:

<b>2014 – Debt Service Fund</b>	<b>\$ 4,309,829</b>
---------------------------------	---------------------

3. The budget for the Capital Projects Fund proposed by the District Manager for Fiscal Year 2021-22 is hereby approved for the amount as listed below:

<b>2014 – Capital Projects Fund</b>	<b>\$ 1,002,000</b>
-------------------------------------	---------------------

4. A public hearing on said approved Budget is hereby declared and set for the following date, hour and place:

Date: September 9, 2021  
Time: 10:00 a.m.  
Place: Savannah Recreation Center  
Ashley Wilkes Room  
1545 Buena Vista Boulevard  
The Villages, Florida 32162

Adopted this 10th day of June, 2021.

VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT NO. 11

---

Don Brozick, Chair

---

Richard J. Baier, Secretary

**VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT  
DISTRICT 11  
FY2021-2022 BUDGET REPORT**

<b>ACCOUNT DESCRIPTION</b>	<b>2019-20 ACTIVITY</b>	<b>2020-21 ORIGINAL BUDGET</b>	<b>2020-21 AMENDED BUDGET</b>	<b>2020-21 ACTIVITY THRU 04/30/21</b>	<b>2021-22 PROPOSED BUDGET</b>
<b>ESTIMATED REVENUES</b>					
325.211 MAINTENANCE ASSESSMENT	1,366,487	1,363,622	1,363,622	1,324,697	1,363,622
334.901 ST FEMA CLAIM REIM	9,717	-	-	-	-
341.999 MISCELLANEOUS REVENUE	123	-	-	53	100
361.101 INT INCOME - CFB	1,107	-	-	-	-
361.102 INT INCOME - CASH EQUIV	24,910	5,433	5,433	2,129	4,000
361.105 INTEREST INCOME-TAX COLLECTOR	608	-	-	-	-
361.306 FLGIT-UNREALIZED GAIN/LOSS	-	-	-	(93)	-
361.307 LTP UNREALIZED GAIN/LOSS	9,982	-	-	15,294	14,300
361.309 FLFIT-UNREALIZED GAIN/LOSS	-	-	-	51	-
361.409 FLFIT-REALIZED GAIN/LOSS	-	-	-	98	-
669.901 (ADD)/USE-WORKING CAPITAL	-	1,354	1,354	-	(25,964)
<b>TOTAL ESTIMATED REVENUES</b>	<b>1,412,934</b>	<b>1,370,409</b>	<b>1,370,409</b>	<b>1,342,229</b>	<b>1,356,058</b>
<b>APPROPRIATIONS</b>					
111 EXECUTIVE SALARIES	8,000	16,000	16,000	4,800	16,000
211 SOCIAL SECURITY TAXES	468	992	992	298	992
212 MEDICARE TAXES	145	232	232	70	232
241 WORKER'S COMPENSATION	24	46	46	21	27
311 MANAGEMENT FEES	119,811	130,478	130,478	76,113	137,002
312 ENGINEERING SERVICES	2,811	5,000	4,633	2,853	5,000
313 LEGAL SERVICES	2,450	6,000	6,000	1,700	5,000
314 TAX COLLECTOR FEES	20,723	28,409	28,409	26,494	28,409
318 TECHNOLOGY SERVICES	6,062	-	-	-	-
319 OTHER PROFESSIONAL SVCS	1,059	3,087	3,454	265	3,454
322 AUDITING SERVICES	9,500	9,500	9,500	7,125	9,500
343 SYSTEMS MGMT SUPPORT	394	225	725	87	725
344 PAYROLL SERVICES	-	162	162	207	352
349 MISC CONTRACTUAL SVCS	3,013	-	-	-	-
412 POSTAGE	-	500	500	-	500
431 ELECTRICITY	61,660	69,415	69,415	25,470	73,000
434 IRRIGATION WATER	12,922	15,902	15,902	8,262	15,990
442 EQUIPMENT RENTAL	-	500	250	-	-
451 CASUALTY & LIABILITY INSUR	5,895	5,860	5,860	5,895	6,650
461 EQUIPMENT MAINTENANCE	-	500	250	-	-
462 BUILDING/STRUCTURE MAINT	17,253	18,855	18,855	16	8,900
463 LANDSCAPE MAINT-RECURRING	51,766	61,569	61,569	34,480	62,209
464 LANDSCAPE MAINT-NON RECURRING	7,622	15,000	15,000	10,173	15,100
468 IRRIGATION REPAIR	2,212	14,600	14,600	1,181	4,072
469 OTHER MAINTENANCE	12,563	15,770	15,770	2,545	11,037
471 PRINTING & BINDING	67	500	500	79	500
491 BANK CHARGES	-	200	200	-	-
493 PERMITS & LICENSES	175	250	250	175	250
497 LEGAL ADVERTISING	1,188	500	500	339	1,300
498 PROJECT WIDE FEES	701,418	699,357	699,357	407,962	699,357
499 MISC CURRENT CHARGES	-	500	500	-	-
522 OPERATING SUPPLIES	-	500	500	-	500
911 TRANS TO GENERAL R&R	250,000	250,000	250,000	145,835	250,000
<b>TOTAL APPROPRIATIONS</b>	<b>1,299,201</b>	<b>1,370,409</b>	<b>1,370,409</b>	<b>762,445</b>	<b>1,356,058</b>

**VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 11  
ANNUAL MAINTENANCE ASSESSMENT**

				2019-20	2020-21	2021-22
Maintenance Assessments Billed				\$ 1,420,440	\$ 1,420,440	\$ 1,420,440
Village Name	Unit	Acres	Lot	0%	0%	0%
<b>Phase #1</b>						
Pine Ridge	25	37.01	146	\$ 721.20	\$ 721.20	\$ 721.20
Pine Ridge	26	36.00	161	636.16	636.16	636.16
Pine Ridge	27	16.75	77	618.89	618.89	618.89
Pine Ridge	28	19.68	89	629.10	629.10	629.10
Pine Hills	29	21.91	102	611.12	611.12	611.12
Pine Hills	30	32.26	141	650.93	650.93	650.93
Pine Hills	31	72.24	132	1,557.01	1,557.01	1,557.01
Pine Hills	32	26.10	132	562.54	562.54	562.54
Pine Hills	33	38.22	169	643.42	643.42	643.42
Pine Hills	34	37.29	155	684.46	684.46	684.46
Pine Ridge	35	33.34	143	663.31	663.31	663.31
Pine Ridge	35 Tract A	0.34	1	967.31	967.31	967.31
Pine Ridge	36	26.96	120	639.18	639.18	639.18
Pine Ridge	37	21.45	88	693.48	693.48	693.48
Pine Ridge	38	18.85	76	705.64	705.64	705.64
Pine Hills	39	32.92	133	704.20	704.20	704.20
Pine Hills	39 Tract C	0.39	1	1,109.56	1,109.56	1,109.56
Pine Ridge	Reagan	9.83	68	411.27	411.27	411.27
Pine Ridge	Leo	9.76	69	402.43	402.43	402.43
Pine Ridge	Jackson	7.97	54	419.91	419.91	419.91
<b>Total Phase</b>		<b>499.27</b>	<b>2,057</b>			
<b>Budget Revenue (96%)</b>						<b>\$ 1,363,622</b>
Tax Collector (2%)						\$ 28,409

**VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT**  
**District 11 - Debt Service Fund - 2014 Assessment Bonds**  
**FY2021-2022 BUDGET REPORT**

ACCOUNT DESCRIPTION	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 04/30/21	2021-22 PROPOSED BUDGET
ESTIMATED REVENUES					
325.111 DEBT SERVICE ASSESSMENT(REG)	3,230,403	3,256,838	3,256,838	3,051,715	3,091,610
325.112 DEBT SERVICE ASSESSMENT(PRE-PA	1,327,610	1,000,000	1,000,000	857,313	1,000,000
361.103 INT INCOME - USB	67,174	-	-	5,512	9,500
381.002 TRANSFER IN - DEBT SERVICE	-	-	-	1,157	2,000
669.901 (ADD)/USE-WORKING CAPITAL	-	(49,118)	(49,118)	-	206,719
<b>TOTAL ESTIMATED REVENUES</b>	<b>4,625,187</b>	<b>4,207,720</b>	<b>4,207,720</b>	<b>3,915,697</b>	<b>4,309,829</b>

APPROPRIATIONS					
314 TAX COLLECTOR FEES	48,784	67,851	67,851	61,034	64,409
321 ACCOUNTING SERVICES	3,500	3,500	3,500	-	3,500
323 TRUSTEE SERVICES	14,288	14,288	14,288	8,620	8,620
324 ARBITRAGE SERVICES	2,400	-	-	-	-
710 PRINCIPAL	1,045,000	1,085,000	1,085,000	-	1,095,000
715 PRINCIPAL PREPAYMENT	1,135,000	1,000,000	1,000,000	800,000	1,000,000
720 INTEREST	2,089,566	2,036,081	2,036,081	1,006,434	1,937,300
730 MISC BOND EXPENSES	1,000	1,000	1,000	500	1,000
919 TRANS TO MISCELLANEOUS	123,176	-	-	609,346	200,000
<b>TOTAL APPROPRIATIONS</b>	<b>4,462,714</b>	<b>4,207,720</b>	<b>4,207,720</b>	<b>2,485,934</b>	<b>4,309,829</b>

**VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT**  
**District 11 - Capital Projects Fund - 2014 Assessment Bonds**  
**FY2021-2022 BUDGET REPORT**

ACCOUNT DESCRIPTION	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 04/30/21	2021-22 PROPOSED BUDGET
ESTIMATED REVENUES					
361.103 INT INCOME - USB	30,415	-	-	503	1,100
381.002 TRANSFER IN - DEBT SERVICE	123,176	-	-	609,346	200,000
669.901 (ADD)/USE-WORKING CAPITAL	-	-	-	-	800,900
<b>TOTAL ESTIMATED REVENUES</b>	<b>153,591</b>	<b>-</b>	<b>-</b>	<b>609,849</b>	<b>1,002,000</b>
APPROPRIATIONS					
633 INFRASTRUCTURE	1,622,108	-	-	1,591,432	1,000,000
919 TRANS TO MISCELLANEOUS	-	-	-	1,157	2,000
<b>TOTAL APPROPRIATIONS</b>	<b>1,622,108</b>	<b>-</b>	<b>-</b>	<b>1,592,589</b>	<b>1,002,000</b>

# FOR INFORMATION ONLY

Board Supervisors,

Attached are additional items for your information:

- 1) The Budget form with the Proposed columns which reflects the changes made throughout the budget process thus far. Also shown are the dollar/percentage variance columns comparing the FY21-22 Proposed Budget column to the FY20-21 Original Budget column. The budget attachment with the resolution includes the Proposed column only.
- 2) Working Capital and Reserve spreadsheets.

Please feel free to contact me if you have any questions!

Barbara



VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT  
DISTRICT 11  
FY2021-2022 BUDGET REPORT

ACCOUNT DESCRIPTION	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 04/30/21	2021-22 REQUESTED BUDGET	2021-22 RECMD BUDGET	2021-22 PROPOSED BUDGET	2021-22 PROPOSED \$ CHG	2021-22 PROPOSED % CHG
<b>ESTIMATED REVENUES</b>									
325.211 MAINTENANCE ASSESSMENT	1,366,487	1,363,622	1,363,622	1,324,697	1,363,622	1,363,622	1,363,622	-	0.0%
334.901 ST FEMA CLAIM REIM	9,717	-	-	-	-	-	-	-	
341.999 MISCELLANEOUS REVENUE	123	-	-	53	100	100	100	100	
361.101 INT INCOME - CFB	1,107	-	-	-	-	-	-	-	
361.102 INT INCOME - CASH EQUIV	24,910	5,433	5,433	2,129	4,000	4,000	4,000	(1,433)	(26.4)%
361.105 INTEREST INCOME-TAX COLLECTOR	608	-	-	-	-	-	-	-	
361.306 FLGIT-UNREALIZED GAIN/LOSS	-	-	-	(93)	-	-	-	-	
361.307 LTP UNREALIZED GAIN/LOSS	9,982	-	-	15,294	14,300	14,300	14,300	14,300	
361.309 FLFIT-UNREALIZED GAIN/LOSS	-	-	-	51	-	-	-	-	
361.409 FLFIT-REALIZED GAIN/LOSS	-	-	-	98	-	-	-	-	
669.901 (ADD)/USE-WORKING CAPITAL	-	1,354	1,354	-	(25,964)	(25,964)	(25,964)	(27,318)	(2017.6)%
<b>TOTAL ESTIMATED REVENUES</b>	<b>1,412,934</b>	<b>1,370,409</b>	<b>1,370,409</b>	<b>1,342,229</b>	<b>1,356,058</b>	<b>1,356,058</b>	<b>1,356,058</b>	<b>(14,351)</b>	<b>(1.0)%</b>
<b>APPROPRIATIONS</b>									
111 EXECUTIVE SALARIES	8,000	16,000	16,000	4,800	16,000	16,000	16,000	-	0.0%
211 SOCIAL SECURITY TAXES	468	992	992	298	992	992	992	-	0.0%
212 MEDICARE TAXES	145	232	232	70	232	232	232	-	0.0%
241 WORKER'S COMPENSATION	24	46	46	21	27	27	27	(19)	(41.3)%
311 MANAGEMENT FEES	119,811	130,478	130,478	76,113	137,002	137,002	137,002	6,524	5.0%
312 ENGINEERING SERVICES	2,811	5,000	4,633	2,853	5,000	5,000	5,000	-	0.0%
313 LEGAL SERVICES	2,450	6,000	6,000	1,700	5,000	5,000	5,000	(1,000)	(16.7)%
314 TAX COLLECTOR FEES	20,723	28,409	28,409	26,494	28,409	28,409	28,409	-	0.0%
318 TECHNOLOGY SERVICES	6,062	-	-	-	-	-	-	-	
319 OTHER PROFESSIONAL SVCS	1,059	3,087	3,454	265	3,454	3,454	3,454	367	11.9%
322 AUDITING SERVICES	9,500	9,500	9,500	7,125	9,500	9,500	9,500	-	0.0%
343 SYSTEMS MGMT SUPPORT	394	225	725	87	725	725	725	500	222.2%
344 PAYROLL SERVICES	-	162	162	207	352	352	352	190	117.3%
349 MISC CONTRACTUAL SVCS	3,013	-	-	-	-	-	-	-	
412 POSTAGE	-	500	500	-	500	500	500	-	0.0%
431 ELECTRICITY	61,660	69,415	69,415	25,470	73,000	73,000	73,000	3,585	5.2%
434 IRRIGATION WATER	12,922	15,902	15,902	8,262	15,990	15,990	15,990	88	0.6%
442 EQUIPMENT RENTAL	-	500	250	-	-	-	-	(500)	(100.0)%
451 CASUALTY & LIABILITY INSUR	5,895	5,860	5,860	5,895	6,650	6,650	6,650	790	13.5%
461 EQUIPMENT MAINTENANCE	-	500	250	-	-	-	-	(500)	(100.0)%
462 BUILDING/STRUCTURE MAINT	17,253	18,855	18,855	16	8,900	8,900	8,900	(9,955)	(52.8)%
463 LANDSCAPE MAINT-RECURRING	51,766	61,569	61,569	34,480	62,209	62,209	62,209	640	1.0%
464 LANDSCAPE MAINT-NON RECURRING	7,622	15,000	15,000	10,173	15,100	15,100	15,100	100	0.7%
468 IRRIGATION REPAIR	2,212	14,600	14,600	1,181	4,072	4,072	4,072	(10,528)	(72.1)%
469 OTHER MAINTENANCE	12,563	15,770	15,770	2,545	11,037	11,037	11,037	(4,733)	(30.0)%
471 PRINTING & BINDING	67	500	500	79	500	500	500	-	0.0%
491 BANK CHARGES	-	200	200	-	-	-	-	(200)	(100.0)%
493 PERMITS & LICENSES	175	250	250	175	250	250	250	-	0.0%
497 LEGAL ADVERTISING	1,188	500	500	339	1,300	1,300	1,300	800	160.0%
498 PROJECT WIDE FEES	701,418	699,357	699,357	407,962	699,357	699,357	699,357	-	0.0%
499 MISC CURRENT CHARGES	-	500	500	-	-	-	-	(500)	(100.0)%
522 OPERATING SUPPLIES	-	500	500	-	500	500	500	-	0.0%
911 TRANS TO GENERAL R&R	250,000	250,000	250,000	145,835	250,000	250,000	250,000	-	0.0%
<b>TOTAL APPROPRIATIONS</b>	<b>1,299,201</b>	<b>1,370,409</b>	<b>1,370,409</b>	<b>762,445</b>	<b>1,356,058</b>	<b>1,356,058</b>	<b>1,356,058</b>	<b>(14,351)</b>	<b>(1.0)%</b>

## DISTRICT #11 - WORKING CAPITAL & RESERVES

<b>Working Capital</b>	<b>Amend 2020-21</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>
Beginning Balance	886,213	884,859	910,823	927,341	946,476	941,968
Deposits	1,369,055	1,382,022	1,382,022	1,382,022	1,382,022	1,382,022
Expenditures	1,099,554	1,090,958	1,101,868	1,112,886	1,124,015	1,135,255
Plant Replacements Non-Recurring	15,000	15,100				
Capital Improvement Plan Expenditures	5,855	0	13,637	0	12,516	3,027
Transfers/Deposits to R&R	250,000	250,000	250,000	250,000	250,000	250,000
Ending Balance	884,859	910,823	927,341	946,476	941,968	935,708

## RESERVES

<b>General R&amp;R</b>	<b>Amend 2020-21</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>
Beginning Balance	1,200,000	1,450,000	1,700,000	1,950,000	2,200,000	2,450,000
Deposits	250,000	250,000	250,000	250,000	250,000	250,000
Expenditures	0	0	0	0	0	0
Ending Balance	1,450,000	1,700,000	1,950,000	2,200,000	2,450,000	2,700,000

FY20-21 Operating Budget	\$1,105,409
3-Months	\$276,352
4-Months	\$368,470

## DISTRICT #11 - DEBT SERVICE FUND - 2014 ASSESSMENT BONDS

	<b>2020-21 Amended Budget</b>	<b>2021-22 Requested Budget</b>	<b>2021-22 Recommd. Budget</b>	<b>2021-22 Proposed Budget</b>
Beginning Balance	5,434,876	5,483,994	5,483,994	5,483,994
Deposits	4,256,838	4,103,110	4,103,110	4,103,110
Expenditures	4,207,720	4,309,829	4,309,829	4,309,829
Transfers/Deposits to R&R	5,483,994	5,277,275	5,277,275	5,277,275

## DISTRICT #11 - CAPITAL PROJECTS FUND - 2014 ASSESSMENT BONDS

	<b>2020-21 Amended Budget</b>	<b>2021-22 Requested Budget</b>	<b>2021-22 Recommd. Budget</b>	<b>2021-22 Proposed Budget</b>
Beginning Balance	1,052,528	1,052,528	1,052,528	1,052,528
Deposits	0	201,100	201,100	201,100
Expenditures	0	1,002,000	1,002,000	1,002,000
Ending Balance	1,052,528	251,628	251,628	251,628



## **AGENDA REQUEST**

**TO:** Board of Supervisors  
Village Community Development District 11

**FROM:** District Staff

**DATE:** 6/10/2021

**SUBJECT:** **Old Business Status Update**

---

**ISSUE:** Old Business Status Update - June 10, 2021

**ANALYSIS/INFORMATION:**

**STAFF RECOMMENDATION:**

**MOTION:**

**ATTACHMENTS:**

Description	Type
▣ Old Business Status Update	Cover Memo

[illegible]



## **AGENDA REQUEST**

**TO:** Board of Supervisors  
Village Community Development District 11

**FROM:** Anne Hochsprung, Finance Director

**DATE:** 6/10/2021

**SUBJECT:** **Financial Statements**

---

### **ISSUE:**

Financial Statements as of April 30, 2021

### **ANALYSIS/INFORMATION:**

### **STAFF RECOMMENDATION:**

### **MOTION:**

### **ATTACHMENTS:**

Description	Type
▣ Financial Statement	Cover Memo
▣ Cash & Investment Summary	Cover Memo

# The Villages®

## Community Development Districts

### District 11

#### Financial Statement Summary As of April 30, 2021

##### Revenues

Year-to-Date (YTD) Revenues of \$1,342,000 are less than prior year-to-date (PYTD) revenues of \$1,366,000 and are at 98% of budgeted revenues of \$1,369,000.

- The District has collected 97% of the budgeted maintenance assessments in the amount of \$1,325,000. Lake County collects the maintenance assessments on the annual tax bill and remits it to the District. Lake County then bills the District a 2% collection fee. The majority of assessments are collected from November through March. There was no increase in maintenance assessments levied in FY 2021.
- Investment earnings of \$17,000 (\$2,000 realized gains and \$15,000 unrealized gains) are greater than prior year to date earnings of \$13,000 and compare favorably to the annual budgeted earnings of \$5,000.

The District has received 97% of the anticipated revenues through the county tax collections while the expenses will be incurred ratably over the 12-months. *As of April 30, 58% of the year has lapsed.*

##### Expenses and Other Changes

Year-to-Date Operating Expenses of \$617,000 are less than prior year expenses of \$623,000 and are 55% of budgeted expenses of \$1,120,000.

- Management and Other Professional services include Management fees, Deed Compliance, Technology Service and Tax Collector fees. Management fees increased a budgeted 4% over prior year.
- Utility Services include Electricity and Irrigation Water expenses and year to date spending is 40% of the budgeted expenses of \$85,000.
- Building, Landscape and Other Maintenance Expenses totaling \$456,000 are slightly less than prior year and are 55% of budget. A large portion of the expense incurred is the Project Wide allocation totaling \$408,000.
- Other expenses include the annual premium for property and liability insurance.
- Transfers to General Reserves are budgeted at prior year's level.

##### Change in Unreserved Net Position

Year-to-Date increase in Unreserved Net Position of \$580,000 is less than prior year to date increase of \$597,000. By year-end, based on the anticipated revenues and expenditures, the District will meet the budgeted reduction in Unreserved Net Position of (\$1,000).

##### Investment Earnings

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

	CFB	FLCLASS	FL PALM	FL-FIT	VANGUARD	FLGIT **	LTIP **
<b>Current Month</b>	0.00%	0.10%	0.07%	0.39%	0.00%	-1.16%	1.28%
<b>Year-to-date</b>	0.00%	0.16%	0.11%	0.40%	0.00%	0.11%	2.44%
<b>Prior FY 2020</b>	0.00%	0.26%	0.29%	0.52%	N/A	0.00%	6.43%

**\*\* Rate listed is one month in arrears**



**The Villages®**  
Community Development Districts  
**District 11**

Statement of Activity						
For the Seven Months Ending April 30, 2021 (58% of the budget year)						
Original Budget	Amended Budget	Budget % used		YTD Actual	PYTD Actual	Variance
			<b>REVENUES:</b>			
\$ 1,363,622	\$ 1,363,622	97%	Maintenance and Other Special Assessments	\$ 1,324,697	\$ 1,353,288	\$ (28,591)
-	-	100%	Other Income	53	81	(27)
5,433	5,433	322%	Investment Income	17,478	12,621	4,857
1,369,055	1,369,055	98%	<b>Total Revenues:</b>	1,342,228	1,365,990	(23,762)
			<b>EXPENSES:</b>			
17,270	17,270	30%	Personnel Services	5,189	3,685	1,504
182,861	183,361	63%	Management and Other Professional Services	114,843	113,469	1,373
85,317	85,317	40%	Utility Services	33,732	37,770	(4,038)
826,151	825,901	55%	Building, Landscape and Other Maintenance	456,356	461,568	(5,211)
8,810	8,560	76%	Other Expenses	6,488	6,480	7
1,120,409	1,120,409	55%	<b>Total Operating Expenses</b>	616,608	622,972	(6,364)
250,000	250,000	58%	Transfers out of Unrestricted Fund	145,835	145,835	-
250,000	250,000	58%	<b>Total Other Changes</b>	145,835	145,835	-
1,370,409	1,370,409	56%	<b>Total Expenses and Other Changes</b>	762,443	768,807	(6,364)
\$ (1,354)	(1,354)		<b>Change in Unreserved Net Position</b>	\$ 579,786	\$ 597,183	\$ (17,398)
			<b>Total Cash, Net of Bond Funds</b>	\$ 2,840,373	\$ 2,503,359	\$ 337,013
			Unassigned	1,466,000	1,369,663	
			Committed R and R General	1,345,835	1,095,835	
			<b>Total Fund Balance</b>	\$ 2,811,835	\$ 2,465,498	\$ 346,337

# The Villages®

## Community Development Districts

### District 11

#### CASH AND INVESTMENT SUMMARY As of April 30, 2021

Fund Code	Account Name	Bank	Balance as of 10/01/20	Current Balance	Reconciled Yes/No
<b>GENERAL FUND</b>					
001	Cash Operating	CFB	25,389.42	50,393.00	Yes
001	FLCLASS	FLCLASS	1,941,092.67	1,662,221.25	Yes
<b>Sub-total Cash &amp; Cash Equivalents</b>			<b>1,966,482.09</b>	<b>1,712,614.25</b>	
001	Cash-FL-FIT	FLFIT	-	250,148.75	Yes
001	Cash-Vanguard	VANG	-	300,000.49	Yes
001	Cash FLGIT	FLGIT	-	249,906.91	Yes
001	Cash LTIP USB	USB	122,408.43	327,702.26	Yes
<b>Sub-total Investments</b>			<b>122,408.43</b>	<b>1,127,758.41</b>	
<b>Cash Balance</b>			<b>2,088,890.52</b>	<b>2,840,372.66</b>	

<b>DEBT SERVICE FUND - TRUST ACCOUNTS</b>					
201	Revenue Fund	USB	1,463,184.40	3,427,130.60	Yes
201	Prepayment Fund	USB	876,331.79	1,024,878.82	Yes
201	Reserve Fund	USB	3,078,115.61	2,955,406.25	Yes
			<b>5,417,631.80</b>	<b>7,407,415.67</b>	

<b>CAPITAL PROJECTS FUND</b>					
301	Acq & Construction	USB	516,728.95	-	N/A
301	General Account	USB	10,261.46	10,274.07	Yes
301	Deferred Cost	USB	525,111.33	59,512.50	Yes
<b>Sub-total Operating Cash</b>			<b>1,052,101.74</b>	<b>69,786.57</b>	
<b>Grand Totals</b>			<b>8,558,624.06</b>	<b>10,317,574.90</b>	



## **AGENDA REQUEST**

**TO:** Board of Supervisors  
Village Community Development District 11

**FROM:** DPM Staff

**DATE:** 6/10/2021

**SUBJECT:** **DPM Monthly Report**

---

### **ISSUE:**

### **ANALYSIS/INFORMATION:**

### **STAFF RECOMMENDATION:**

### **MOTION:**

### **ATTACHMENTS:**

Description	Type
□ D11 Monthly Report	Cover Memo

# The Villages®

## Community Development Districts

### Property Management

**District 11**

**June 2021**

#### **LANDSCAPE DIVISION**

##### **Upcoming Projects:**

1. Jackson Villas entrance enhancements - replacing declining Plumbago with Dwarf Bottle Brush. Replacing declining Yaupon Holly.

##### **Prior Month Project Status:**

##### **Completed Projects:**

1. Liams Ct cul-de-sac – Replace declining Jasmine with Liriope.

##### **General Maintenance:**

1. Regular Monthly Maintenance
  - Mowing
  - Edging
  - Trimming
  - Weeding
2. DPM continues to mow and create SOP furrow rows around the perimeter of the water retention areas. The height of cut has been raised to slow down water sheet flow and capture any nutrients.

#### **WATER RESOURCE DIVISION**

##### **Upcoming Projects:**

##### **Prior Month Project Status:**

##### **Completed Projects:**

1. Basins needing Hydrilla treatment have been identified. No basins within this district are in need of Hydrilla treatment.

##### **General Maintenance:**

1. Pump Station inspections, cleaning & services.
2. Algae and nuisance vegetation control treatments.

## INFRASTRUCTURE DIVISION

### Upcoming Projects:

1. Wiechens Preserve has been rescheduled for mowing in June.

### Prior Month Project Status:

1. Painting is scheduled for June at the following locations:
  - Jackson Villas
  - Leo Villas
  - Reagan Villas
  - Preserve entry sign at Conservation Trail
2. Interiors for tunnels B12, B14, B15, B16, B17, and B18 are continuing to be monitored for proper moisture before painting. Once these tunnels are complete, tunnels will continue to be painted from north to south.

### Completed Projects:

### General Maintenance:

1. Ongoing inspections with repairs as needed:
  - Storm water structures
  - Roadway signage and striping
  - Tunnels and bollards
  - Fences, walls, and entry signs
  - Gate entries and guardhouses
  - Villas roadways conditions
  - Pest management



**AGENDA REQUEST**

**TO:** Board of Supervisors  
Village Community Development District 11

**FROM:**

**DATE:**

**SUBJECT:** COVID-19 Update

---

**ISSUE:**

**ANALYSIS/INFORMATION:**

**STAFF RECOMMENDATION:**

**MOTION:**



## **AGENDA REQUEST**

**TO:** Board of Supervisors  
Village Community Development District 11

**FROM:**

**DATE:**

**SUBJECT:** District 11 Chairman Brozick: PWAC After Agenda

---

### **ISSUE:**

### **ANALYSIS/INFORMATION:**

### **STAFF RECOMMENDATION:**

### **MOTION:**

### **ATTACHMENTS:**

Description	Type
□ After Agenda	Cover Memo



*District 5 - Jerry Ferlisi, Primary; Jerry Knoll, Alternate*  
*District 6 - Peter Moeller, Primary; Tom Griffith, Alternate*  
*District 7 - Jerry Vicenti, Primary; Steve Lapp, Alternate*  
*District 8 - Dennis Hayes (VC), Primary; Duane Johnson, Alternate*  
*District 9 - Steve Brown, Primary; Don Hickman, Alternate*  
*District 10 - Don Wiley (C), Primary; Ken Lieberman, Alternate*  
*District 11 - Don Brozick, Primary; Phil Grayber, Alternate*  
*District 12 - Jon Roudabush, Primary; Ron McMahon, Alternate*  
*Brownwood CDD - Ken Stoff, Primary*

***Project Wide Advisory  
Committee***

***Monthly Board Meetings held at:***

*Savannah Recreation Center*

*1545 Buena Vista Blvd.*

*The Villages, Florida 32162*

## **AFTER AGENDA**

**June 3, 2021**

**8:30 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 Committee conducts the business of the District, rules of civility shall apply. District Committee Members, Staff members, and members of the public are to communicate respectfully. It is preferred that persons speak only when recognized by the Committee 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.**

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

1. Call to Order
  - A. Roll Call – **A Representative from all Districts was in attendance.**
  - B. Pledge of Allegiance
  - C. Observation of Moment of Silence
  - D. Welcome Meeting Attendees
  - E. Audience Comments – **None**

### **Project Wide Fund**



**CONSENT AGENDA: The Committee recommended approval with no discussion.**

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

2. Approval of the Minutes

Approval of the Minutes for the Meeting held on May 10, 2021.

3. Request Approval of Amendment Eleven to Agreement RFP #15P-019 with Clarke Aquatic Services, Inc. for Aquatic Weed and Vegetation Control For Water Retention Areas

Review and approval to present Amendment Eleven to Agreement RFP #15P-019 Aquatic Weed and Vegetation Control for Water Retention Areas with Clarke Aquatic Services, Inc. to the Sumter Landing Community Development District Board.

4. Request Approval of Assignment of Agreement ITB #21B-015 for PROscape, Inc. to Juniper Landscaping of Florida, LLC for Preserve and Wetland Mowing

Review and approval to present Assignment of Agreement ITB #21B-015 between Sumter Landing Community Development District and PROscape, Inc. for Preserve and Wetland Mowing to Juniper Landscaping of Florida, LLC to the Sumter Landing Community Development District Board.

5. Request for Approval of Assignment of Agreement RFP #18P-020 for Hamlet Underground, LLC to Miller Pipeline, LLC for Disaster Debris Removal and Disposal Services (Tertiary)

Review and approval to present the Assignment of Agreement RFP #18P-020 between Sumter Landing Community Development District (SLCDD) and Hamlet Underground, LLC for Disaster Debris Removal and Disposal Services (Tertiary) to Miller Pipeline, LLC to the SLCDD Board.

**NEW BUSINESS:**

6. Recommend Approval: FY2021-22 Proposed Budget – **The Committee recommended approval following Staff overview.**

Recommend approval of the Fiscal Year 2021-22 Project Wide Fund Proposed Budget to the Sumter Landing Community Development District Board.

**OLD BUSINESS:**

7. Old Business Status Update - PWF

Old Business Status Update - Project Wide Fund

- PWF Trolley Tour: Staff is in the process of identifying dates for the trolley tour of PWF infrastructure south of SR 44.
- Morse Boulevard Island Revetment Project: The design plans have been prepared and the bid documents will be issued.

8. Capital Projects Update

Capital Projects Update - May, 2021

**INFORMATIONAL ITEMS ONLY:**

9. Financial Statement

Financial Statement as of April 30, 2021

**Sumter Landing Amenities Division Fund**

**CONSENT AGENDA: The Committee recommended approval with no discussion.**

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

10. Amendment One to Agreement ITB #21B-003 with Lester Painting, Inc. for Interior Painting and Wallpaper Services

Review and approval to present Amendment One to Agreement ITB #21B-003 Interior Painting and Wallpaper Services with Lester Painting, Inc. to the Sumter Landing Community Development District Board.

11. Request for Approval of Assignment of Agreement RFP #18P-020 for Hamlet Underground, LLC to Miller Pipeline, LLC for Disaster Debris Removal and Disposal Services (Tertiary)

Review and approval to present the Assignment of Agreement RFP #18P-020 between Sumter Landing Community Development District (SLCDD) and Hamlet Underground, LLC for Disaster Debris Removal and Disposal Services (Tertiary) to Miller Pipeline, LLC to the SLCDD Board.

**NEW BUSINESS:**

12. Recommend Approval: FY2021-22 Proposed Budget – **The Committee recommended approved following Committee discussion.**

Recommend approval of the Fiscal Year 2021-22 Sumter Landing Amenities Division Fund (SLAD) and the Fitness Fund Proposed Budgets to the Sumter Landing Community Development District Board.

**OLD BUSINESS:**

13. Old Business Status Update - SLAD

Old Business Status Update - Sumter Landing Amenities Division

- Lake Miona Walking Path: Staff has requested that the Engineer provide alternatives for the surface of the walking path because of concerns of stormwater runoff in the area.

14. Capital Projects Update

Capital Projects Update - May, 2021 – **A discussion pertaining to the Brownwood Woodshop dust collection system occurred.**

**INFORMATIONAL ITEMS ONLY:**

15. Financial Statement  
Financial Statement as of April 30, 2021

**REPORTS AND INPUT:**

16. District Manager Reports
  - A. COVID-19 Update
17. District Counsel Reports
18. Supervisor Comments

**Chairman Wiley advised of the revisions that have been included in the Fourth Amended and Restated Intergovernmental Agreement for Maintenance of Project Wide Improvements, which will be reviewed by the participating Boards at the July 2021 meetings. Committee Member discussion occurred.**
19. Adjourn – **The meeting was adjourned at 9:56 a.m.**