

Seat 1 - Kathy Porter, Chairman Seat 2 - Ellen Cora, Supervisor Seat 3 - Judy Biebesheimer, Supervisor Seat 4 - Bill Jenness, Vice Chairman Seat 5 - Tom Papin, Supervisor

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

AGENDA

June 11, 2021 8:00 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 14, 2021.

3. 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 of Assignment of Agreement ITB #21B-015 between Village Community Development District #1 and PROscape, Inc. for Preserve and Wetland Mowing to Juniper Landscaping of Florida, LLC.

4. 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 #1 (VCDD #1) and Hamlet Underground, LLC for Disaster Debris Removal and Disposal Services (Tertiary) to Miller Pipeline, LLC.

#### **NEW BUSINESS:**

 Adoption of Resolution 21-04: FY2021-22 Proposed Budget Adoption of Resolution 21-04 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:**

Old Business Status Update
 Old Business Status Update - June 11, 2021

#### **INFORMATIONAL ITEMS ONLY:**

- Financial Statements
   Financial Statements as of April 30, 2021
- 8. DPM Monthly Report

#### **REPORTS AND INPUT:**

- 9. District Manager Reports
  - A. COVID-19 Update
  - B. AAC After Agenda
- 10. District Counsel Reports
- 11. Supervisor 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

SUBJECT:	Approval of the Minutes
DATE:	6/11/2021
FROM:	Jennifer Farlow, District Clerk
TO:	Board of Supervisors Village Community Development District 1

**ISSUE:**Approval of the Minutes for the Meeting held on May 14, 2021.

**ANALYSIS/INFORMATION:**Staff requests approval of the Minutes for the Meeting held on May 14, 2021.

**<u>STAFF RECOMMENDATION</u>**: Staff recommends approval of the Minutes for the Meeting held on May 14, 2021.

**MOTION:** Motion to approve the Minutes for the Meeting held on May 14, 2021.

#### **ATTACHMENTS:**

Description

**D** May 14, 2021 Minutes

Type Cover Memo

#### MINUTES OF MEETING VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 1

A Meeting of the Board of Supervisors of Village Community Development District No. 1 was held on Friday, May 14, 2021 at 8:00 a.m. in the Ashley Wilkes Room at the Savannah Regional Recreation Center, 1545 N. Buena Vista Blvd., The Villages, Florida, 32162.

Board members present and constituting a quorum:

Kathy Porter	Chairman
Ellen Cora	Supervisor
Judy Biebesheimer	Supervisor

#### Staff Present:

Kenny Blocker	Deputy District Manager
Carrie Duckett	Assistant District Manager
Mark Brionez	District Counsel
Bruce Brown	District Property Management Director
Anne Hochsprung	Finance Director
Mark LaRock	Purchasing Director
Candy Dennis	Community Standards Manager
Jennifer Farlow	District Clerk
Katie Evans	Assistant to the District Clerk

#### FIRST ORDER OF BUSINESS:

**Call to Order** 

A. Roll Call

Chairman Porter called the meeting to order at 8:00 a.m. and stated for the record that three (3)

Supervisors were present representing a quorum. Bill Jenness was absent and Seat 5 is vacant.

B. Pledge of Allegiance

The Vice Chairman led the Pledge of Allegiance.

C. Observation of Moment of Silence

VCDD 1 – Meeting Minutes May 14, 2021 Page 2

Chairman Porter led the Board and audience members in attendance in a moment of silence to observe those who have served our Country and community.

D. Welcome Meeting Attendees

The Board welcomed all those in attendance.

E. Audience Comments

No audience comments were received.

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

Lieutenant Siemer, Sumter County Sheriff's Office, advised that there have been a large number of catalytic converters that have been stolen from vehicles in the tri-county area recently, and requested that if someone views someone under a vehicle to please report it to local law enforcement. Traffic enforcement is being increased for speeding and the unmanned SCSO cars have a speed sign which records vehicle speeds, and the time of day, which assists in the placement of manned SCSO vehicle to complete traffic enforcement. Lieutenant Siemer advised that the SCSO has been awarded a grant that only five (5) departments in the United States have received which provides either a GPS watch or GEO Bit that assists in locating loved ones who wander away from home, at no cost to the individual. With an estimated 10% of the population of The Villages having Alzheimer's or dementia, it is important to be able to locate residents quickly. Lt. Siemer responded to the Supervisors' inquiries.

#### **CONSENT AGENDA:**

Chairman Porter 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.

The items on Consent Agenda were addressed on an individual basis.

ON MOTION by Judy Biebesheimer, seconded by Ellen Cora, with all in favor, the Board took the following action on the items included on the Consent Agenda: THIRD ORDER OF BUSINESS: Approval of the Minutes for the Board Meeting held on April 9, 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 renewal documents.

#### FIFTH ORDER OF BUSINESS: Enforcement of Signage

Carrie Duckett, Assistant District Manager advised that per the Board's request, a notice of today's discussion pertaining to the enforcement of Signage was posted on the website, in the Weekly Bulletin and at all postal facilities located in District 1.

Candy Dennis, Community Standards Manager, provided a historical overview of enforcement of signage within the boundaries of District 1 and advised that the Deed Restrictions provide for home units that "a sign showing the Owner's name will be permitted in common specifications to be set forth by the Developer. No other signs or advertisements will be permitted without the express written consent of the Developer; villa units: no sign of any kind shall be displayed to public view on a Homesite of the Common area without the prior written consent of the Developer, except customary name and address signs. Professional signs advertising a property for sale or rent shall be permitted. The external deed restriction standards provide the following exceptions: security: small decals or small signs may be placed on doors, windows and planting beds next to the house; lawn care: state law allows for a sign to be placed on the newly-treated lawn until dry." Ms. Dennis provided the timeline for the enforcement of signage:

- February 11, 2011 Residents appeared before District 3 and brought forward complaints regarding the lack of enforcement regarding signs.
- March 11, 2011 Ms. Fuchs' advised District 3 that the District's External Deed Restriction Standards outline that the District allows security and For Sale / For Rent signs.
- July 8, 2011 Agenda item was presented to Districts 1, 2, 3, & 4 to amend the External Deed Restriction Standards. As a result of the audience and board member concerns, staff investigated the applicable deed restrictions as adopted by District Rule, which provides that signs, other than customary name signs, were prohibited unless written consent was obtained from the Declarant. Staff discussed the consent issue with district counsel and it was determined, rather than asking each homeowner if they had consent, the best avenue to determine prior consent had been given was to contact the Declarant's legal counsel.

- July 30, 2012 Joint workshop with Districts 1 through 5 and the Amenity Authority Committee to discuss the external placement of signage on residential properties (non-villa units).
- July 30, 2012 District Counsel Statement: The constitutionality of the regulation is questionable. The complexity of the First Amendment is relentlessly being litigated in the court system. The Districts can choose to enforce the rule regarding sign regulation based on the authority granted to the Districts by virtue of the amendments to Chapter 190, Florida Statutes, or the Districts can decide to remove the sign regulation from its adopted Rule due to its problematic constitutional nature. If the decision is made to enforce the sign regulation, the enforcing District takes a risk of legal challenge. The Districts should consider the costs of defending the Rule, which action could include imposition of legal fees if the District is unsuccessful.
- August 20, 2012 Affirmation and Consent, from the Developer, for a professionally prepared sign not exceeding 24" by 24" affixed to an exterior window of a residence.
- November 9, 2012 District 1 Adopted Resolution 13-02 amending and restating Chapter III of the District's Rule to eliminate the enforcement of signage in home units only.
- January 11, 2013 District 1 Adopted Resolution 13-09 Amending and Restating Chapter III of the District's Rule to eliminate the enforcement of signage in villa units.
- March 12, 2021 District 1 requested the issue of signage be placed on the agenda. The Board directed staff to provide the historical data regarding the enforcement of signage to the Board at its May 14, 2021 meeting.

Ms. Dennis advised that the Board has the option to continue enforcing signage as is currently being completed; or, if the Board chooses to enforce the sign restriction, Staff will conduct the required advertisement of the District's intent to amend and restate Chapter III of its Rule to Bring About Deed Compliance and that a Public Hearing will be held on July 9, 2021.

Robert Brightman, Village of Tierra Del Sol, advised that the Village of Tierra Del Sol is in the process of revitalizing their social organization, and inquired if the notification signs the social group is utilizing are allowed.

Chairman Porter advised that currently District 1 does not enforce the Deed Restriction pertaining to signage. Ms. Duckett advised that even though District 1 has elected to not enforce the

deed restriction pertaining to signage, the deed restrictions state that signage is not allowed. Additionally, one of the duties of Community Watch is to remove signage located in the road right-ofways and on District property.

Chairman Porter advised she would be in favor of the District proceeding with the enforcement of signage, and hold a Public Hearing at the July 9, 2021 meeting to amend and restate the District's Rule.

Cliff Wiener, District 4 Supervisor, advised that the District 4 Board recently completed the same review of its signage enforcement, and stated that the Board did not receive much input about the enforcement process until it held the Public Hearing.

On MOTION by Judy Biebesheimer, seconded by Ellen Cora, with two Supervisors voting in favor and Kathy Porter against, the Board voted to continue to not enforce the deed restriction related to signage within the boundaries of District 1.

#### SIXTH ORDER OF BUSINESS: Old Business Status Update

Carrie Duckett, Assistant District Manager, provided an update on the following Old Business Status Update items:

- Enforcement of Signage: This item was previously discussed.
- Preserve Mowing Schedule: Bruce Brown, District Property Management (DPM) Director, advised that there is not a set schedule for preserve mowing. The mowing is completed on an "as needed" basis depending on the requirements set forth for each specific preserve as it pertains to the height of the grass, rainfall received and the time of the year.

#### SEVENTH ORDER OF BUSINESS: DPM Monthly Report

The DPM Monthly Report was provided to the Board as information.

#### EIGHTH ORDER OF BUSINESS: Financial Statement

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

VCDD 1 – Meeting Minutes May 14, 2021 Page 6

#### NINTH ORDER OF BUSINESS: Budget Workshop Reminder

The District 1 Board will hold a Budget Workshop on Tuesday, May 25, 2021 at 8 a.m. at the Savannah Recreation Center.

#### **TENTH ORDER OF BUSINESS:** District Manager Reports

A. Supervisor Tom Papin's Resignation

Ms. Duckett advised that former Supervisor Papin has submitted his letter of resignation. Staff is requesting direction from the Board to proceed with the advertisement process to fill the vacant position so that the Board can hold interviews of candidates at the July 9, 2021 meeting.

The Board provided direction to Staff to proceed with the required advertisement process.

B. AAC After Agenda

Carl Bell, District 1 Amenity Authority Committee (AAC) Member, advised that the After Agenda from the AAC meeting held on May 12, 2021 was provided to the Board as information and highlighted the following items addressed:

- Staff provided an overview of the GIS/Asset Management Systems.
- The Committee recommended approval of the Fiscal Year 2021/2022 Recreation Amenities Division (RAD) Fund Budget.
- An overview of the May Investment Advisory Committee (IAC) meeting was provided.
- C. COVID-19 Update

Ms. Duckett advised that on May 13, 2021 the Centers for Disease Control (CDC) had updated its guidance as it pertains individuals' wearing masks, which District Management is in the process of evaluating and anticipates providing an update pertaining to the District operations, social distancing guidelines and indoor capacity in the next week or two (2).

#### ELEVENTH ORDER OF BUSINESS: District Counsel Reports

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.

VCDD 1 – Meeting Minutes May 14, 2021 Page 7

Mr. Brionez advised that Governor DeSantis issued the COVID-19 Civil Liability Protection Law which protects local governmental entities from lawsuits being brought against a governmental entity by an individual who claims they contracted COVID-19 while visiting a governmental facility, so long as the governmental entity utilized good faith efforts to comply with governmental orders.

#### TWELFTH ORDER OF BUSINESS: Supervisor Comments

There were no additional Supervisor Comments.

#### THIRTEENTH ORDER OF BUSINESS: Adjourn

The meeting was adjourned at 8:24 a.m.

On MOTION by Judy Biebesheimer, seconded by Ellen Cora, with all in favor, the Board adjourned the meeting.

Richard J. Baier Secretary Kathy Porter Chairman



#### AGENDA REQUEST

SUBJECT:	Approval of Assignment of Agreement ITB #21B-015 for PROscape, Inc to Juniper Landscaping of Florida, LLC for Preserve and Wetland Mowing
DATE:	6/11/2021
FROM:	Mark LaRock, Purchasing Director; Janet Mrozowski, Purchasing Operations Coordinator
TO:	Board of Supervisors Village Community Development District 1

#### **ISSUE:**

Review and approval of Assignment of Agreement ITB #21B-015 between Village Community Development District #1 and PROscape, Inc. for Preserve and Wetland Mowing to Juniper Landscaping of Florida, LLC.

#### **ANALYSIS/INFORMATION:**

On April 9, 2021 Village Community Development District #1 and PROscape, Inc. entered into Agreement ITB #21B-015 for Preserve and Wetland Mowing.

On April 27, 2021, PROscape, Inc. contacted the District regarding forthcoming acquisition of business and the necessity to assign their Village Community Development District #1 Agreement to the new entity, Juniper Landscaping of Florida, LLC.

This Assignment will be effective July 1, 2021 and continue through the initial term expiring September 30, 2024, with an option to renew for one (1), three (3) year period.

There is no price change with this Assignment.

#### **STAFF RECOMMENDATION:**

Staff requests approval of Assignment of Agreement ITB #21B-015 Preserve and Wetland Mowing with Juniper Landscaping of Florida, LLC.

#### **MOTION:**

Motion to approve Assignment of Agreement ITB #21B-015 Preserve and Wetland Mowing with Juniper Landscaping of Florida, LLC and authorize Chair/Vice Chair to sign the Assignment document.

#### **ATTACHMENTS:**

Description

Type

- **D** VCDD1 Juniper Landscape Assign 21B-015
- **D** Notice of Acquisition
- **D** Juniper Customer Welcome Letter

Exhibit Backup Material Backup Material

#### AGREEMENT FOR CONSENT TO ASSIGNMENT BETWEEN VILLAGE COMMUNITY DEVELOPMENT DISTRICT #1, PROSCAPE, INC. AND JUNIPER LANDSCAPING OF FLORIDA, LLC FOR PRESERVE AND WETLAND MOWING ITB #21B-015

**THIS AGREEMENT** is entered into this <u>11<sup>th</sup></u> day of <u>June 2021</u>, by and between **VILLAGE COMMUNITY DEVELOPMENT DISTRICT #1** (VCDD1) whose address is 984 Old Mill Run, The Villages, FL 32162, **PROSCAPE, INC.** (ASSIGNOR) and **JUNIPER LANDSCAPING OF FLORIDA, LLC** (ASSIGNEE), whose address is 5880 Staley Road, Fort Myers, FL 33905.

#### RECITALS

**WHEREAS**, VCDD1 and ASSIGNOR entered into the Agreement to provide Preserve and Wetland Mowing Services (AGREEMENT) dated April 9, 2021; 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 VCDD1, but VCDD1 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, VCDD1 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 VCDD1 and hold VCDD1 harmless for any claims arising from the actions or inactions of ASSIGNOR in connection with the AGREEMENT. VCDD1, 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. VCDD1 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 #1, PROSCAPE, INC. AND JUNIPER LANDSCAPING OF FLORIDA, LLC FOR PRESERVE AND WETLAND MOWING ITB #21B-015

5. This AGREEMENT shall be effective July 1, 2021 and continue through the initial term expiring September 30, 2024, with an option to renew for one (1) three (3) year period per language of original AGREEMENT.

**IN WITNESS WHEREOF,** said VCDD1 has caused this AGREEMENT to be executed in its name by the Chairman of the VILLAGE COMMUNITY DEVELOPMENT DISTRICT #1, attested by the clerk of said VCDD1, and PROSCAPE, INC. and JUNIPER LANDSCAPING OF FLORIDA, 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 #1	PROSCAPE, INC. (ASSIGNOR)
Ву:	Ву:
Print Name	Print Name
Print Title	Print Title
Date	Date
Attest	Attest
	JUNIPER LANDSCAPING OF FLORIDA, LLC (ASSIGNEE)
	Ву:
	Print Name
	Print Title
	Date
	Attest

## **REVISED** SUPPLIER PRICING FORM

Preserve and Wetland Mowing

Description	Unit Type	Unit Price
Wetland Areas (5' wide)	LN FT	\$ 0.07
Wetland Areas (10' wide)	LN FT	\$ 0.15
Wetland Areas (15' wide)	LN FT	\$ 0.20
Wetland Areas (Acres)	Acre	\$ 68.00
Preserve Areas	Acre	\$ 63.00
Harold S Schwartz Wildlife Preserve *90% Weed Whipping (District 2 Only)	Acre	\$ 158.00
Weed Whipping	Hourly	\$ 32.00

#### NOTE(S):

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

Scape

- 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 Suppliers/sub-contractors to address any unforeseen conditions as they may arise.
- It shall be the responsibility of the BIDDER to perform whatever test and/or calculations as are necessary to determine quantities required for the performance of the work described herein.
- Suppliershall confirm the quantity of materials needed for a complete project in conformance with the Scope of Services and specifications.
- Should certain additional work be required, or should the quantities submitted by the Supplier of certain classes of work be increased or decreased from those required by the Contract Documents, by authorization of the District, the unit prices shall, at the option of the District, be the basis of payment to the Supplier or credit to the Owner, for such increase or decrease in the work.
- The Unit Prices shall represent the exact net amount per unit to be paid by the District (in the case of additions or increases) or to be refunded by the Supplier (in the case of decrease). No additional adjustments will be allowed for overhead, profit, insurance, or to other direct or indirect expenses of the Supplier or Subcontractors, and no additional adjustments will be allowed.

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

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

Mark Bradley, Business Develope!	The Ball	3-4-21	
Authorized Agent Name, Title (Print)	Authorized Signature	Date	
Name of Bidder's Firm			

ne

Name of Bidder's Firm:

This document must be completed and returned with your Submittal

EXHIBIT A

#### Preserve Wetland and Mowing

#### **REVISED** District 1 Bid Form

ITB #21B-015

Wetland Area Mowing						
Description (Tri-County Villages)	Туре		ost LF blier Pricing rm)	*Frequency	Linear Ft	Total Cost per Mow
DW Mathews Preserve	Wetland Areas (15' wide)	\$	0.20	1	8,235	\$ 1,647.00
DW Mathews Preserve	Wetland Areas (5' wide)	\$	0.07	1	8,235	\$ 576.45
Hudson Morse Parr Preserve	Wetland Areas (15' wide)	\$	0.20	1	6,960	\$ 1,392.00
Hudson Morse Parr Preserve	Wetland Areas (5' wide)	\$	0.07	1	6,960	\$ 487.20
JE Parker Preserve	Wetland Areas (15' wide)	\$	0.20	1	2,014	\$ 402.80
JE Parker Preserve	Wetland Areas (5' wide)	\$	0.07	1	2,014	\$ 140.98
Mark Gary Morse Preserve	Wetland Areas (15' wide)	\$	0.20	1	6,004	\$ 1,200.80
Mark Gary Morse Preserve	Wetland Areas (5' wide)	\$	0.07	1	6,004	\$ 420.28
Parker Morse West Preserve	Wetland Areas (15' wide)	\$	0.20		1,300	\$ 260.00
Parker Morse West Preserve	Wetland Areas (5' wide)	\$	0.07	1	1,300	\$ 91.00
				=	Wetland Total	\$ 6,618.51

Preserve Area Mowing					
Description (Tri-County Villages)	Туре	Unit Cost Acre (From Supplier Pricing Form)	*Frequency	Total Acres	Total Cost per Mow
James A Cichielo Wildlife Preserve (Wet 3.25 & Dry 3.76 = 7.01 Total Acreage)	Preserve Areas	\$ 63.00	1	3.76	\$ 236.88
Lauren Elizabeth Mathews Kestrel Preserve (Southern Kestrel Preserve)	Preserve Areas	\$ 63.00	1	11.40	\$ 718.20
Michael E West Wildlife Preserve (CFPCP)	Preserve Areas	\$ 63.00	1	17.20	\$ 1,083.60
Richard L Murray Wildlife Preserve (SFPCP)	Preserve Areas	\$ 63.00	1	16.10	\$ 1,014.30
				Preserve Total	\$ 3,052.98
	Estimate	d Weed Whipping			
					Endlands distant

Description (Tri-County Villages)	Туре	Unit Cost Hour (From Supplier Pricing Form)	*Frequency	Estimated Weed Whipping Hours	timated Weed pping Total per Mow
Lauren Elizabeth Mathews Kestrel Preserve (Southern Kestrel Preserve)	Preserve Areas	\$ 32.00	1	5.00	\$ 160.00
Michael E West Wildlife Preserve (CFPCP)	Preserve Areas	\$ 32.00	1	24.00	\$ 768.00
Richard L Murray Wildlife Preserve (SFPCP)	Preserve Areas	\$ 32.00	1	40.00	\$ 1,280.00
Weed Whipping Total			\$ 2,208.00		
			District 1	Grand Total	\$ 11,879.49

\*Weather Dependent - The "Frequency" per area may vary based on weather conditions consisting of; but not limited to, excessive rain or draught.

#### NOTE(S):

- Bid prices shall include all labor and materials needed to complete the project per specifications. Bid will be awarded to
  one Contractor based on the lowest responsible and responsive Bidder. Bid evaluation to determine the lowest and
  responsive Bidder will include the Combined Bid Grand Total and Contractor's References.
- When completingyour bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the District's bid documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your bid being declared non-responsive.
- All price information to be used in the Bid review must be on this Bid form.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary
- The District maintains the right to utilize other Suppliers/sub-contractors to address any unforeseen conditions as they may arise:
- It shall be the responsibility of the BIDDER to perform whatever test and/or calculations as are necessary to determine quantities required for the performance of the work described herein.
- Suppliers hall confirm the quantity of materials needed for a complete project in conformance with the Scope of Services and specifications.
- Should certain additional work be required, or should the quantities submitted by the Supplier of certain classes of work be increased or decreased from those required by the Contract Documents, by authorization of the District, the unit prices shall, at the option of the District, be the basis of payment to the Supplier or credit to the Owner, for such increase or decrease in the work.
- The Unit Prices shall represent the exact net amount per unit to be paid by the District (in the case of additions or increases) or to be refunded by the Supplier (in the case of decrease). No additional adjustments will be allowed for overhead, profit, insurance, or to other direct or indirect expenses of the Supplier or Subcontractors, and no additional adjustments will be allowed.

"The undersigned, as Bidder, hereby declares that he/she has informed himsell/herself fully in regard to all conditions to the work to be done, and that he/she has examined the ITB and Specifications for the work and comments hereto attached. The Bidder agrees, if this Bid is accepted, to contract with the Villages Community Development District#1 in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the Bid and Agreement Documents for this Project. The Bidder agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

Bidder agrees to supply the products or services at the prices proposed above in accordance with the terms, conditions and

Mach Bradlev, Business Develace	MBARX	3-4-21
Authorized Agent Name, Title (Print)	Authorized Signature	Date
Name o	f Bidder's Firm:	
PROscape, Inc.		

This document must be completed and returned with your Submittal EXHIBIT A



Dear Melissa,

May 4th, 2021

PROscape, Inc. (herein referred to further as PROscape), a 26-year family-owned Central Florida landscape management company has been wholly acquired by Juniper Landscaping of Florida, LLC (herein referred to further as Juniper) and will henceforth start operating under the company name of Juniper effective start of business May 1<sup>st</sup> 2021. This acquisition will further the longstanding efforts of PROscape in the Central Florida landscape management marketplace and continue the outstanding momentum that has been made all these years. Our clients will continue to be served well by the same Orlando team of people they are familiar with. All contractual obligations, assets, personnel, and commitments that were made previously with PROscape remain the same and are in force with the new company Juniper. This includes all previously provided proposals and recently agreed to contractual services for landscaping services by PROscape, unless rescinded or agreed to otherwise. This also includes the specific project of Villages Preserve and Wetland Mowing, ITB#21B-015. Juniper remains committed to furthering the former efforts of PROscape and will continue to serve our clients and team well, along with continuing to lead more broadly in the Florida landscape management industry. I am personally excited and fully confident that Juniper will be fully supportive of me, my team, and our clients moving forward. Thank you, Melissa.

Best,

Mark Bradley

Mark Bradley

Juniper Landscaping of Florida, LLC



Dear Valued Customer,

We have exciting news! Juniper Landscaping, an award winning, privately held landscape service provider, has teamed up and purchased the assets of PROscape, Inc.! All contract terms will remain in effect and we anticipate retaining 100% of the staff for uninterrupted service.

We have partnered with Larry, Michele and Keith O'Dell, and the entire PROscape team to create an even stronger company and we could not be more excited. The transaction was completed on 4/30/2021.

Juniper was established in 2003 and has grown steadily to become one of the leading providers of landscaping services in Florida and one of the largest in the country with over 1200 team members and 14 locations in Florida. Juniper has built a reputation as a trusted business partner with an unsurpassed commitment to designing, building, and maintaining quality landscaping. With a high focus on customer service, Juniper services a diverse customer base, which includes HOA's, Condos, CDD's, hotels, corporate campuses, universities, and other commercial customers. Moreover, Juniper has significant experience in landscape design, installation, irrigation, maintenance, and pest control, along with multiple tree farms. Juniper also brings the latest in technology for tracking work orders and reporting systems. We believe our resources and dedicated team, combined with the PROscape Team, will continue to provide high-quality services. Our company's strength allows us to provide greater benefits and career opportunities to the PROscape personnel, which we believe will go far in building and maintaining employee morale, thereby increasing the retention of valued personnel. We have reviewed your contract with PROscape and will assume all obligations currently required under that contract. With the assistance of the PROscape team, Juniper is confident that the transition will take place in a seamless manner.

#### Soon you will be seeing the Juniper logo and mailing address on invoices.

A change that you will notice in the coming months is that our logo on invoices and proposals will move to the "Juniper" logo. The exceptional team and great service that you count on will not be changing. We will be sending an insurance certificate along with W-9 info immediately.

We appreciate your understanding and patience as we work through the transition into our billing and accounting systems. We thank you for allowing us to serve you. If you have any questions, please contact Larry O'Dell at 321-299-2612 or me at 239-340-6881.

Brandon Duke Owner/CEO



#### AGENDA REQUEST

TO:	Board of Supervisors Village Community Development District 1
FROM:	Mark LaRock, Purchasing Director; Melissa Schaar, Purchasing Manager
DATE:	6/11/2021
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 #1 (VCDD #1) and Hamlet Underground, LLC for Disaster Debris Removal and Disposal Services (Tertiary) to Miller Pipeline, LLC.

#### **ANALYSIS/INFORMATION:**

On July 13, 2018, VCDD #1 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 11, 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

### **ATTACHMENTS:**

# Description D1 18P-020 Agreement for Assignment\_Miller Pipeline (tertiary) Notice of Acquisition

**D** VCDD1 18P-020 Hamlet (Original)

Туре

Exhibit

Backup Material Backup Material

#### AGREEMENT FOR CONSENT TO ASSIGNMENT BETWEEN VILLAGE COMMUNITY DEVELOPMENT DISTRICT #1, HAMLET UNDERGROUND, LLC AND MILLER PIPELINE, LLC FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES (TERTIARY)

#### RFP #18P-020

**THIS AGREEMENT** is entered into this <u>11<sup>th</sup></u> day of <u>June 2021</u>, by and between **VILLAGE COMMUNITY DEVELOPMENT DISTRICT #1** (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 13, 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 #1, 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 11, 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 #1, 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 #1	HAMLET UNDERGROUND, LLC (ASSIGNOR)
Ву:	Ву:
	Charles D. Bell
Print Name	Print Name
	Vice President
Print Title	Print Title
	5-17-21
Date	Date
Attest	Attest
	MILLER PIPELINE, LLC
	(ASSIGNEE)
	Ву:
	Charles D. Bell
	Print Name
	Engineering Manager
	Print Title
	5-17-21
	Date
	-10-
	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 <u>www.millerpipeline.com</u>

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/)
ABOUT (https://www.millerpipeline.com/about/)
CONTACT (https://www.millerpipeline.com/about/)

pipeline.com/services/) PRODUCTS (https://www.millerpipeline.com/encapseal) erpipeline.com/about/) CAREERS (https://www.millerpipeline.com/careers/) CONTACT (https://www.millerpipeline.com/contact/)

# MILLER PIPELINE TO ACQUIRE OCALA-BASED HAMLET CONSTRUCTION

#### Miller Pipeline to Acquire Ocala-Based Hamlet Construction (https://www.millerpipeline.com/millerpipeline-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 recialmed 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

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-safetyperson-of-the-year/)

#### TERTIARY AGREEMENT FOR SERVICES BETWEEN VILLAGE COMMUNITY DEVELOPMENT DISTRICT #1 AND HAMLET UNDERGROUND, LLC FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES RFP #18P-020

THIS AGREEMENT is made this <u>13th</u> day of <u>July</u> 2018, by and between VILLAGE COMMUNITY DEVELOPMENT DISTRICT #1 (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. (<u>http://www.uscis.gov/e-verify</u>) 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. <u>TERM</u>

4.1 The term of this Agreement shall be July 13, 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 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 proposal/bid 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 Statues or as otherwise provided by law;
  - 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 #1, 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 #1
By:\_\_\_\_\_\_\_
Print Name
Print Title
Date
Attest

HAMLET UNDERGROUND, LLC

By: BEU CHARLES D Print Name PRESIDEN VICE Print Title Date

Attest

EQUIPMENT TYPE WITH OPERATOR CATEGORY	Estimated Hours	Hourly Labor Rate	Total Extended Price
50' Bucket Truck	140	150.00	21,000.00
Drash Truck w/knpact Attenuntor	70	100.00	7,000.00
Dozer, Tracked, D3 or Equivalent	70	80.00	5,600.00
Dozer, Traokad, D4 or Equivalent	70	80.00	5,600.00
Dozer, Tracked, D5 or Equivalent	70	90.00	6,300.00
Dozer, Trackad, D8 or Equivalent	70	120.00	8,400.00
Dump Truck, 15 +/- CY	70	65.00	4,550.00
Dump Truck, 20 +/- CY	70	70.00	4,900.00
Dump Truck, SS +/- QY	70	100.00	7,000.00
Seneretor, 5.5 kW, Ltst kW Capacity	70	10.00	700.00
Generator, 200 KW, List kW Capacity	70	60.00	4,200.00
Sanarator, 2,500 kW, List kW Capacity	70	260.00	18,200.00
Ight Plant with Fuel and Support	140	15.00	2,100.00
Jradere w/12" Biede (Min, 30,000 LB)	70	100.00	7,000.00
Hydraulio Excevetor, 1.5 CY	70	100.00	7,000.00
Hydraulic Excavator, 2.5 0Y	70	120.00	8,400.00
Kunskiebeom Loador	140	200.00	28,000.00
Lowboy Trailer w/ Tractor	70	150.00	10,500.00
Mobil Grane up to 15 Ton	70	150.00	10,500.00
ump, 85 HP (Minimum 23' Intake and 200' Discharge to Indude Fuel and Support Personnal)	70	40.00	2,800.00
unip, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	60.00	4,200.00
ump, 650 HP (Minimum 25' Intake and 200' Discharge to Includo Fuel and Support Personnel)	70	180.00	12,600.00
an Truck (Mist Capacity), List Capacity	70	150.00	10,500.00
Plokup Truck, 1 Tan	70	40.00	2,800.00
kid-Steer Londer, 1,500 LB Operating Capacity (w/ utility grappie)	70	65.00	4,550.00
kld-Steer Loader, 2,500 LB Operating Capacity (w/ utility grappie)	70	75.00	5,250.00
ompaci Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	65.00	4,550.00
ompaot Track Loader, 2,500 LB Operating Capacity (w/ utility grappie)	70	75.00	5,250.00
Tub Grinder, 800 to 1,000 HP	140	400.00	
chraulio Excavetor, 1.5 cy (s/ thumb)	70	100.00	56,000.00
draulic Excevator, 2.6 oy (x/ thumb)	70	120.00	7,000.00
Truck, Flatbed	70	40.00	8,400.00
joulated, Telescoping Scissor i in for Tower, 16 hp / 37 fi, in			2,800.00
ater Truck, 2,500 gai (Non-Potable, Dust Control and Pavement Maintonnace)	140	20.00	2,800.00
Whael Loader, 3 GY, 152 HP	140		14,000.00
Wheel Loader, 4,0 CY, 200 HP	70	100.00	7,000.00
Wheel Loader, 1.5 CY, 65 HP	70	120.00	8,400.00
VIPMEN'T WITH OPERATOR GRAND TOTAL EXTENDED PRICE	70	75.00	5,250.00
IERS NOT LISTED IN LABOR CATEGORY - PLEASE LIST BELOW			331,100.00
HEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE (continued)			
HEQULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE (continued)			

### **PROPOSAL FORM**

Village Community Development Districts Purchasing Department

Page 3 of 20

EXHIBIT A

#### RFP #18P-020

#### Disaster Debris Removal and Disposal Services

LABOR CATEGORY	Estimated Hours	Hourly Labor Rate	Total Extended
Operations Manager w/ Cell Phone and .5 Ton Pickup Truck	70	50,00	3,500.0
Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and miso supplies in support of orev	70	40.00	2,800.0
Tree Climber/ Choinsew and Gea	140	50.00	7,000.0
Laborer w/ Ohalnaay and Gear	140	35.00	4,900,0
Laborer w/ Amail Tools, Trzifio Control, or Flag Person	140	25.00	3,500.0
Bonded and Carlified Security Personne	70	50.00	3,500.0
ĻA	BOR CATEGORY GRAND	TOTAL EXTENDED PRICE	25,200.0
OTHERS NOT LISTED IN LABOR CATEGORY - PLEAS	se list below		
	· · · · · · · · · · · · · · · · · · ·	1	
			· · · · · · · · · · · · · · · · · · ·
CREW CATEGORY	Estimated Hours	Hourly Labor Rate	Total Extended Price
ael loader, 2,5 CY, 950 or Similar w/ Oparator, Foraman with Support Vehicle and Smali Equipment, Laborer w/ Chain Saw, and 2 Laborere w/ Smali Toole,		300.00	-934 1
OTHERS NOT LISTED IN CREW CATEGORY . PLEAS	E LIST BELOW		
		-	
			distantised of the state of the

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE			
If a Vendor elects to "No Proposal" individual service offerings their proposal may be consider Services. Vandors are requested to provide a cost for anciliary items; however these costs wi	ed non-responsive by th If not be used for evalue	e District. Hems 9-12 are / tive purposes.	Anclifary
1 Vegetative Debris Removal 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 debrie from public property and ROW and hauling to DMS	300,000	10.00	3,000,000.00
2 C&D Debris Removal Work consists of the collection and transportation of sligible 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
3 Debris Removal from Canals / Waterways Work consists of the collection and transportation of eligible debris from District maintained genetic 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
4 DMS Operation and Reduction Through Grinding Work consists of managing and operating DMS for acceptance and reduction of eligible regetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is effected in this proposal	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
4月1日の時間にのないので、「それ」のため時期の時間をかられたまでである	200,000	4.00	800,000.00
Haul-out of Reduced Debris to a District Approved Final Disposal Site			
fork consists of loading and transporting reduced eligible disaster related debris at a istrict approved DMS to a District designated final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
	56,250	5.00	281,250.00

Village Community Development Districts Purchasing Department

Page 4 of 20

EXHIBIT A

6 Removal of Hazardous Trees and Limbs		1	
Work consists of removing eligible hazardous trees or limbs and placing them on the safest cossible location on the District ROW for collection under the terms and conditions of Scope of Services , Vegetative Debris Removal.	Estimated Quantity	\$ Per Tree	Total
6 Inch to 12.99 Inch diamete	<sup>94</sup> 160	100.00	16,000.00
13 inch to 24.99 inch diamete	<sup>1</sup> 75	200.00	15,000.00
25 Inch to 36,99 Inch diamete	10	350.00	3,500.00
37 Inch to 48,99 Inch diamete	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
7 Removal of Hazardous Stumps			
Vork consists of removing efigible hazardous stumps and transporting resulting dabris rom the ROW to a District approved DMS. Rate includes removal, backfill of stump hole, aduction, and final disposal.		\$ Per Stump	Total
24.1 Inch to 36.89 Inch diamete	20	350.00	7,000.00
37 inch to 48,99 Inch diamete	i 10	500.00	5,000.00
49 Inch and larger diameter	1	1,000.00	1,000.00
3 ROW White Goods Debris Removal Nork 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 ecovering/disposing refrigerants as required by law as well as unit decontamination in a contended 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.	Estimated Quantity	\$ Per Unit	Total
AC Unite, Refridgeratora and freezers requiring refridgerant recovery and decontamingtion	10	60.00	600.00
Washers, dryers, stoves, ovens, and hot water heaters	25	30.00	750.00
Total	\$		5,688,600.00
SCHEDULE 2 (REVISED) - UNIT RATE PRICE SCHEDULE CONTINUED	)		
Ancillary Options - The Following items are not included in the Price Evalue	eilon		
Ancillary Options - The Following items are not included in the Price Evaluation Household Hazardous Waste Removal, Transport, and Disposal (ork consists of the collection, transportation, and disposal of household azerdous waste from the ROW to a District approved permitted hazardous waste facility MSW type I landfill.	eflon Estimated Quantity	\$ Per Pound	Total
Household Hazardous Waste Removal, Transport, and Disposa! /ork consists of the collection, transportation, and disposal of household azardous waste from the ROW to a District approved permitted hazardous waste facility MSW type I landfill.	Estimated	\$ Per Pound 5,00	Total
Household Hazardous Waste Removal, Transport, and Disposal fork consists of the collection, transportation, and disposal of household azardous waste from the ROW to a District approved permitted hazardous waste facility NSW type I landfill. Dispose to the recovery and disposal of televisions, computers, computer onitors, and microwaves unless otherwise specified in writing by the District.	Estimated Quantity Estimated Quantity		Total Total
Household Hazardous Waste Removal, Transport, and Disposa! fork consists of the collection, transportation, and disposal of household azardous waste from the ROW to a District approved permitted hazardous waste facility MSW type I landfill. D E-Waste Removal ork consists of the recovery and disposal of televisions, computers, computer onitors, and microwaves unless otherwise specified in writing by the District.	Estimated Quantity Estimated Quantity	5.00	
Household Hazardous Waste Removal, Transport, and Disposa! fork consists of the collection, transportation, and disposal of household azardous waste from the ROW to a District approved permitted hazardous waste facility MSW type I landfill. D E-Waste Removal ork consists of the recovery and disposal of televisions, computers, computer onitors, and microwaves unless otherwise specified in writing by the District. Abandoned Vehicle Removal	Estimated Quantity Estimated Quantity	5,00 \$ Per Unit	
Household Hazardous Waste Removal, Transport, and Disposa! fork consists of the collection, transportation, and disposal of household izardous waste from the ROW to a District approved permitted hazardous waste facility MSW type I landfill. <b>E-Waste Removal</b> ork consists of the recovery and disposal of televisions, computers, computer politors, and microwaves unless otherwise specified in writing by the District. <b>Abandoned Vehicle Removal</b>	Estimated Quantity Estimated Quantity Estimated	5,00 \$ Per Unit 30,00	Total
Household Hazardous Waste Removal, Transport, and Disposal fork consists of the collection, transportation, and disposal of household azardous waste from the ROW to a District approved permitted hazardous waste facility MSW type I landfill. D E-Waste Removal ork consists of the recovery and disposal of televisions, computers, computer onitors, and microwaves unless otherwise specified in writing by the District. Abandoned Vehicle Removal ork consists of the removal and transport of eligible abandoned vehicles.	Estimated Quantity Estimated Quantity Estimated	5.00 \$ Per Unit 30.00 \$ Per Unit	Total
Household Hazardous Waste Removal, Transport, and Disposa!         fork consists of the collection, transportation, and disposal of household         transportation, and disposal of household         waste from the ROW to a District approved permitted hazardous waste facility         MSW type I landfill.         D E-Waste Removal         ork consists of the recovery and disposal of televisions, computers, computer         onlitors, and microwaves unless otherwise specified in writing by the District.         Abandoned Vehicle Removal         ork consists of the removal and transport of eligible abandoned vehicles.         Passenger Car         Single Axle	Estimated Quantity Estimated Quantity Estimated Quantity	5,00 \$ Per Unit 30,00 \$ Per Unit 150,00	Total
Household Hazardous Waste Removal, Transport, and Disposal fork consists of the collection, transportation, and disposal of household zerdous waste from the ROW to a District approved permitted hazardous waste facility MSW type I landfill. D E-Waste Removal ork consists of the recovery and disposal of televisions, computers, computer onitors, and microwaves unless otherwise specified in writing by the District. Abandoned Vehicle Removal ork consists of the removal and transport of eligible abandoned vehicles. Passenger Car Single Axie Double Axie Dead Animal Carcasses	Estimated Quantity Estimated Quantity Estimated	5.00 \$ Per Unit 30.00 \$ Per Unit 150.00 200.00	Total

Village Community Development Districts Purchasing Department

Page 5 of 20

EXHIBIT A

ate

#### 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		<u>5-29-18</u>
Authorized Agent Name, Title (Print)	Authorized Signature	Dat

Name of Proposer's Firm:

HAMLET UNDERGROUND, LLC.

This document must be completed and returned with your Submittal

Village Community Development Districts Purchasing Department

Page 5 of 19

EXHTRTT A

RANKS	SECONDARY	TERTIARY	Average Pricing Primary & Tertiary		
Areas by Contractor	Phillips and Jordan, Inc.	Hamlet Underground, LLC			
SCHEDULE 1 UNIT RATE PRICE SCHEDULE		han a tha Ana Shire			
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			a dubana di canandari ya ng manasin		
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 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	CARLES STREET, CARLES AND	ngo Chail dh'ile-Ionne-Merchel			
6 inch to 12,99 inch diameter	\$ 60.00	+	\$ 80.00		
13 inch to 24.99 inch diameter	\$ 90.00	Ŧ	\$ 145.00		
25 inch to 36,99 inch diameter		\$ 350.00	\$ 245.00		
37 Inch to 48.99 inch diameter		\$ 1,000.00	\$ 625.00		
49 inch and larger diameter		\$ 1,500.00	\$ 950.00		
Hanger Removal (per Tree)	\$ 125.00	\$ 80.00	\$ 102.50		
7 Removal of Hazardous Stumps			和"小说你们你们是我们的考虑,要我们还有有了。		
24.1 inch to 36.99 inch diameter	-	\$ 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, Refridgerators and freezers requiring refridgerant recovery and decontamination	\$80.00	Ŧ	\$ 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
SCHEDULE 1 UNIT RATE PRICE SCHEDULE			
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
SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL GRAND TOTAL	\$ 528,087.30	\$ 356,600.00	\$ 442,343.65
SCHEDULE 2 UNIT RATE PRICE SCHEDULE		(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 dlameter	\$ 40.00	\$ 100.00	
13 Inch to 24.99 inch dlameter	\$ 100.00	\$ 200.00	\$ 150.00
25 Inch to 36.99 inch dlameter	·	\$ 350.00	\$ 300.00
37 inch to 48.99 inch diameter		\$ 1,000.00	\$ 725.00
49 inch and larger diameter		\$ 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	
37 Inch to 48.99 Inch diameter		\$ 500.00	\$ 575.00
49 inch and larger diameter	\$ 995.00		\$ 997.50
8 ROW White Goods Debris Removal		(per unit)	
AC Units, Refridgerators and freezers requiring refridgerant recovery and decontamination	\$90.00		
Washers, dryers, stoves, ovens, and hot water heaters	\$49.00	\$ 30.00	\$ 39.50
SCHEDULE 2 - UNIT PRICING (1-8) GRAND TOTAL	\$ 3,860.38	\$ 5,203.00	\$ 4,531.69
Schedule 1 & 2 Grand Total	\$ 531,947.68	\$ 361,803.00	\$ 446,875.34

EXHIBIT C

RANKS		PRIMARY	SECONDARY		TERTIARY			MEDIAN PRICING
Areas by Contractor	Ceres Environmental Services, Inc.			Phillips and Jordan, Inc.		ilet Underground, LLC	Primary, Secondary & Tertiary	
SCHEDULE 1 UNIT RATE PRICE SCHEDULE					£1			
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
SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL GRAND TOTAL	\$	528,087.30	\$	377,040.00	\$	356,600.00	\$	377,040.00
SCHEDULE 2 UNIT RATE PRICE SCHEDULE	2,20			(D	er cubi	c 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 tr	ee)	y. Ne i	
6 inch to 12.99 inch diameter		40.00	- T	60.00	\$	100.00		60.00
13 inch to 24.99 inch diameter		100.00	<u> </u>	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	\$		\$	80.00	\$	95.00
7 Removal of Hazardous Stumps	<u> </u>	250.00	6		per stu		<u>8</u>	
24.1 inch to 36.99 inch diameter 37 inch to 48.99 inch diameter	· ·	350.00	<u> </u>	400.00 550.00		350.00 500.00		350.00
49 inch and larger diameter	·	995.00	<u> </u>	750.00	φ \$	1.000.00		995.00
8 ROW White Goods Debris Removal	 2.1.211	00,00	_Ψ	10.00	ψ (per u		_Ψ 30.53	990.00
AC Units, Refridgerators and freezers requiring refridgerant recovery and	stations)	ene alla escipiti escipita.	1980.00	anda ana amin'ny sora-defanana dia 664. N	-theat h	1999), anna Chuide a' Gluidadh	-2011.01	<u>011-996-1996 - 2007610-362 320-802-896</u>
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
SCHEDULE 2 - UNIT PRICING (1-8)								
GRAND TOTAL	\$	3,860.38	\$	2,967.75	\$	5,203.00	\$	3,860.38
Schedule 1 & 2 Grand Total	\$	531,947.68	\$	380,007.75	\$	361,803.00	\$	380,900.38

# EXHIBIT D



SUBJECT:	Adoption of Resolution 21-04: FY2021-22 Proposed Budget
DATE:	6/11/2021
FROM:	Barbara E. Kays, Budget Director
TO:	Board of Supervisors Village Community Development District 1

#### **ISSUE:**

Adoption of Resolution 21-04 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 by June 15<sup>th</sup> a proposed budget, proposed maintenance assessment rates and adopt a resolution to set the public hearing for the budget adoption. Once approved, the Proposed Budget will be submitted to Sumter 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 and Capital Improvement Plan during the public budget workshop held on May 25, 2021. The attached proposed operating budget of \$1,593,628 is an increase of \$135,190 or 9% 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.

#### **STAFF RECOMMENDATION:**

Staff is recommending adoption of Resolution 21-04 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 10, 2021, 8:00 a.m. at the Savannah Recreation Center.

#### **MOTION:**

Move to adopt Resolution 21-04 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 10, 2021, 8:00 a.m. at the Savannah Recreation Center.

#### **ATTACHMENTS:**

Description

# **•** FY2021-22 Proposed Budget

Cover Memo

#### **RESOLUTION 21-04**

# A RESOLUTION APPROVING THE DISTRICT'S PROPOSED BUDGET OF THE VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 1 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 25, 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. 1;

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:

#### **General Fund**

#### \$ 1,593,628

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

Date:	September 10, 2021
Time:	8:00 a.m.
Place:	Savannah Recreation Center Ashley Wilkes Room 1545 Buena Vista Boulevard The Villages, Florida 32162

1

Adopted this 11th day of June, 2021.

# VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 1

Kathy Porter, Chair

Richard J. Baier, Secretary

#### VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT Fund: 01.001 GENERAL FUND

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					
325.211 MAINTENANCE ASSESSMENT	1,090,003	1,085,531	1,085,531	1,067,325	1,085,531
334.901 ST FEMA CLAIM REIM	45,002	-	-	-	-
341.908 ELECTRIC REIMBURSEMENT	46	-	-	50	-
341.999 MISCELLANEOUS REVENUE	1,289	750	750	456	750
361.101 INT INCOME - CFB	549	-	-	-	-
361.102 INT INCOME - CASH EQUIV	15,946	5,864	5,864	1,195	2,200
361.105 INTEREST INCOME-TAX COLLECTOR	406	-	-	-	-
361.306 FLGIT-UNREALIZED GAIN/LOSS	19,090	-	-	205	900
361.307 LTP UNREALIZED GAIN/LOSS	26,956	-	-	38,887	34,000
361.309 FLFIT-UNREALIZED GAIN/LOSS	366	-	-	(146)	-
361.409 FLFIT-REALIZED GAIN/LOSS	7,422	-	-	1,237	1,100
361.410 VANGUARD-REALIZED GAIN/LOSS	-	-	-	1	-
669.901 (ADD)/USE-WORKING CAPITAL	-	55,809	55,809	-	76,415
669.904 (ADD)/USE-ROADS R&R	-	310,484	310,484	-	392,732
TOTAL ESTIMATED REVENUES	1,207,075	1,458,438	1,458,438	1,109,210	1,593,628
	- <b>!</b> · · · <b>!</b>	· · ·			
APPROPRIATIONS					
111 EXECUTIVE SALARIES	8,800	16,000	16,000	6,000	16,000
211 SOCIAL SECURITY TAXES	498	992	992	372	992
212 MEDICARE TAXES	175	232	232	87	232
241 WORKER'S COMPENSATION	31	46	46	22	27
311 MANAGEMENT FEES	157,550	172,593	172,593	100,683	181,223
312 ENGINEERING SERVICES	8,361	14,100	13,600	5,566	14,100
313 LEGAL SERVICES	1,700	5,000	5,000	3,959	5,000
314 TAX COLLECTOR FEES	21,792	22,616	22,616	21,338	22,616
316 DEED COMPLIANCE SVCS	59,883	41,593	41,593	24,263	37,563
318 TECHNOLOGY SERVICES	5,384	-	-	-	-
319 OTHER PROFESSIONAL SVCS	17,439	13,234	15,734	4,399	21,281
322 AUDITING SERVICES	7,500	7,500	7,500	5,625	7,500
343 SYSTEMS MGMT SUPPORT	2,363	2,911	2,911	1,113	3,034
344 PAYROLL SERVICES		162	162	207	352
349 MISC CONTRACTUAL SVCS	4,038	- 102		-	
401 TRAVEL & PER DIEM	4,000	3,000	1,000	-	-
412 POSTAGE		100	100		100
431 ELECTRICITY	42,004	44,172	44,172	22,519	59,593
434 IRRIGATION WATER	19,348	19,063	19,063	13,343	22,532
442 EQUIPMENT RENTAL	19,548	500	500	-	500
451 CASUALTY & LIABILITY INSUR	5,895	5,860	5,860	5,895	6,650
461 EQUIPMENT MAINTENANCE		5,800	5,800		500
461 EQUIPMENT MAINTENANCE 462 BUILDING/STRUCTURE MAINT	73,729	89,967	89,967	- 22,068	144,670
463 LANDSCAPE MAINT-RECURRING	250,666	257,494	257,494	132,915	256,690
	· · ·		,		
464 LANDSCAPE MAINT-NON RECURRING 468 IRRIGATION REPAIR	60,483 23,236	58,000 21,021	58,000 21,021	26,478 11,089	50,500 32,675
469 OTHER MAINTENANCE	118,915	122,548	122,548	26,459	
	· · · ·	-		,	88,316
471 PRINTING & BINDING	70	500 750	500	73 175	500
493 PERMITS & LICENSES	175		750		250
497 LEGAL ADVERTISING	1,690	2,000	2,000	653	2,000
522 OPERATING SUPPLIES	-	500	500	-	500
633 INFRASTRUCTURE	281,825	310,484	310,484	177,869	392,732
912 TRANS TO OTHER ROADS TOTAL APPROPRIATIONS	225,000 1,398,550	225,000 <b>1,458,438</b>	225,000 <b>1,458,438</b>	131,250 <b>744,420</b>	225,000 <b>1,593,628</b>
	1,550,550	1,400,400	1,430,430	744,420	1,555,028

# VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 1 ANNUAL MAINTENANCE ASSESSMENT

ntenance Ass	ce Assessments Billed				1,130,762 0% 2019-20	\$ 1,130,762 0% 2020-21		\$ 1,130,762 0% 2021-22 Assessment		
Unit #	Village Name	Acres	# of Lots						Per Lot	
Phase #1										
1	Rio Grande	34.64	168	\$	336.20	\$	336.20	\$	336.2	
2	Rio Grande	58.31	276		344.48	\$	344.48	\$	344.4	
3	Rio Grande	12.29	44		455.43	\$	455.43	\$	455.4	
4	Rio Ponderosa	74.59	338		359.82	\$	359.82	\$	359.8	
5	De La Vista	18.20	69		430.08	\$	430.08	\$	430.0	
6	Rio Grande	5.07	17		486.28	\$	486.28	\$	486.2	
7	Hacienda	35.16	136		421.54	\$	421.54	\$	421.5	
13a aka 70	De Allende	14.85	24		1,008.88	\$	1,008.88	\$	1,008.8	
683	Rio Grande Villas	10.30	80		209.93	\$	209.93	\$	209.9	
684	San Pedro Villas	9.54	72		216.04	\$	216.04	\$	216.0	
685	DeLaguna Villas	8.54	51		273.03	\$	273.03	\$	273.0	
686	De La Mesa Villas	21.34	139		250.32	\$	250.32	\$	250.3	
687	Patio Villas	13.45	112		195.81	\$	195.81	\$	195.8	
688	De La Vista North Villas	8.15	60		221.48	\$	221.48	\$	221.4	
690	De La Vista South Villas	10.03	75		218.05	\$	218.05	\$	218.0	
691	De Laguna West Villas	6.48	39		270.92	\$	270.92	\$	270.9	
	Total Phase #1	340.94	1700			Ŧ		Ŧ		
Phase #2		010.01								
8	Hacienda	10.28	40	\$	419.04	\$	419.04	\$	419.0	
9	Hacienda	47.46	200	Ψ	386.92	\$	386.92	\$	386.9	
9	TRACT J	1.85	1		3,016.45	\$	3,016.45	\$	3,016.4	
9	TRACT T	0.02	1		32.61	\$	32.61	\$	32.0	
9	TRACT U	0.32	1		521.76	\$	521.76	\$	521.	
10	Rio Ranchero	37.04	167		361.64	\$	361.64	\$	361.0	
10	Palo Alto	11.50	54		347.24	Ψ \$	347.24	Ψ \$	347.2	
12	Palo Alto	6.46	29		363.21	Ψ \$	363.21	Ψ \$	363.2	
12	Palo Alto	54.20	243		363.68	φ \$	363.68	φ \$	363.	
13	TRACT C	1.39	243			ъ \$			2,266.4	
					2,266.41		2,266.41	\$		
14	De La Vista	45.31	205		360.38	\$	360.38	\$	360.3	
14	TRACT I	0.30	1		489.15	\$	489.15	\$	489.	
14	TRACT R	0.11	1		179.36	\$	179.36	\$	179.3	
14	TRACT T	0.13	1		211.97	\$	211.97	\$	211.9	
15	De La Vista	18.72	85		359.10	\$	359.10	\$	359.1	
16	Tierra Del Sol	22.80	87		427.31	\$	427.31	\$	427.3	
17	Tierra Del Sol	26.21	100		427.36	\$	427.36	\$	427.3	
692	San Antonio Villas	10.17	80		207.28	\$	207.28	\$	207.2	
693	Valdez Villas	9.26	78		193.57	\$	193.57	\$	193.5	
694	San Miguel Villas	7.46	55		221.16	\$	221.16	\$	221.1	
695	De La Vista West Villas	19.54	158		201.65	\$	201.65	\$	201.6	
696	Tierra Grande Villas	11.45	58		321.89	\$	321.89	\$	321.8	
698	La Paloma Villas	10.58	81		212.97	\$	212.97	\$	212.9	
	Total Phase #2	352.56	1727							
	Grand Total	693.50	3,427							
	Budget - Revenue (96%)								1,085,53	

Tax Collector (2%)

\$ 22,616

# FOR INFORMATION ONLY

Board Supervisors,

Attached are additional items for your information:

1) The Budget form with the Requested, Recommended and 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) Capital Projects List

3) Working Capital and Reserve spreadsheet.

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

Barbara

#### VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT Fund: 01.001 GENERAL FUND

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
ESTIMATED REVENUES									
325.211 MAINTENANCE ASSESSMENT	1,090,003	1,085,531	1,085,531	1,067,325	1,085,531	1,085,531	1,085,531	-	0%
334.901 ST FEMA CLAIM REIM	45,002	-	-	-	-	-	-	-	
341.908 ELECTRIC REIMBURSEMENT	46	-	-	50	-	-	-	-	
341.999 MISCELLANEOUS REVENUE	1,289	750	750	456	750	750	750	-	0%
361.101 INT INCOME - CFB	549	-	-	-	-	-	-	-	
361.102 INT INCOME - CASH EQUIV	15,946	5,864	5,864	1,195	2,200	2,200	2,200	(3,664)	(62)%
361.105 INTEREST INCOME-TAX COLLECTOR	406	-	-	-	-	-	-	-	
361.306 FLGIT-UNREALIZED GAIN/LOSS	19,090	-	-	205	900	900	900	900	
361.307 LTP UNREALIZED GAIN/LOSS	26,956	-	-	38,887	34,000	34,000	34,000	34,000	
361.309 FLFIT-UNREALIZED GAIN/LOSS	366	-	-	(146)	-	-	-	-	
361.409 FLFIT-REALIZED GAIN/LOSS	7,422	-	-	1,237	1,100	1,100	1,100	1,100	
361.410 VANGUARD-REALIZED GAIN/LOSS	-	-	-	1	-	-	-	-	
669.901 (ADD)/USE-WORKING CAPITAL	-	55,809	55,809	-	76,415	76,415	76,415	20,606	37%
669.904 (ADD)/USE-ROADS R&R	-	310,484	310,484	-	392,732	392,732	392,732	82,248	26%
TOTAL ESTIMATED REVENUES	1,207,075	1,458,438	1,458,438	1,109,210	1,593,628	1,593,628	1,593,628	135,190	9%
APPROPRIATIONS									
111 EXECUTIVE SALARIES	8,800	16,000	16,000	6,000	16,000	16,000	16,000	-	0%
211 SOCIAL SECURITY TAXES	498	992	992	372	992	992	992	-	0%
212 MEDICARE TAXES	175	232	232	87	232	232	232	-	0%
241 WORKER'S COMPENSATION	31	46	46	22	27	27	27	(19)	(41)%
311 MANAGEMENT FEES	157,550	172,593	172,593	100,683	181,223	181,223	181,223	8,630	5%
312 ENGINEERING SERVICES	8,361	14,100	13,600	5,566	14,100	14,100	14,100	-	0%
313 LEGAL SERVICES	1,700	5,000	5,000	3,959	5,000	5,000	5,000	-	0%
314 TAX COLLECTOR FEES	21,792	22,616	22,616	21,338	22,616	22,616	22,616	-	0%
316 DEED COMPLIANCE SVCS	59,883	41,593	41,593	24,263	37,563	37,563	37,563	(4,030)	(10)%
318 TECHNOLOGY SERVICES	5,384	-	-	-	-	-	-	-	
319 OTHER PROFESSIONAL SVCS	17,439	13,234	15,734	4,399	21,281	21,281	21,281	8,047	61%
322 AUDITING SERVICES	7,500	7,500	7,500	5,625	7,500	7,500	7,500	-	0%
343 SYSTEMS MGMT SUPPORT	2,363	2,911	2,911	1,113	3,034	3,034	3,034	123	4%
344 PAYROLL SERVICES	-	162	162	207	352	352	352	190	117%
349 MISC CONTRACTUAL SVCS	4,038	-	-	-	-	-	-	-	
401 TRAVEL & PER DIEM	-	3,000	1,000	-	-	-	-	(3,000)	(100)%
412 POSTAGE	-	100	100	-	100	100	100	-	0%
431 ELECTRICITY	42,004	44,172	44,172	22,519	59,593	59,593	59,593	15,421	35%
434 IRRIGATION WATER	19,348	19,063	19,063	13,343	22,532	22,532	22,532	3,469	18%
442 EQUIPMENT RENTAL	-	500	500	-	500	500	500	-	0%
451 CASUALTY & LIABILITY INSUR	5,895	5,860	5,860	5,895	6,650	6,650	6,650	790	13%
461 EQUIPMENT MAINTENANCE	-	500	500	-	500	500	500	-	0%
462 BUILDING/STRUCTURE MAINT	73,729	89,967	89,967	22,068	144,670	144,670	144,670	54,703	61%
463 LANDSCAPE MAINT-RECURRING	250,666	257,494	257,494	132,915	256,690	256,690	256,690	(804)	(0)%
464 LANDSCAPE MAINT-NON RECURRING	60,483	58,000	58,000	26,478	50,500	50,500	50,500	(7,500)	(13)%
468 IRRIGATION REPAIR	23,236	21,021	21,021	11,089	32,675	32,675	32,675	11,654	55%
469 OTHER MAINTENANCE	118,915	122,548	122,548	26,459	88,316	88,316	88,316	(34,232)	(28)%
471 PRINTING & BINDING	70	500	500	73	500	500	500	-	0%
493 PERMITS & LICENSES	175	750	750	175	250	250	250	(500)	(67)%
497 LEGAL ADVERTISING	1,690	2,000	2,000	653	2,000	2,000	2,000	-	0%
522 OPERATING SUPPLIES	-	500	500	-	500	500	500	-	0%
633 INFRASTRUCTURE	281,825	310,484	310,484	177,869	392,732	392,732	392,732	82,248	26%
912 TRANS TO OTHER ROADS	225,000	225,000	225,000	131,250	225,000	225,000	225,000	-	0%
TOTAL APPROPRIATIONS	1,398,550	1,458,438	1,458,438	744,420	1,593,628	1,593,628	1,593,628	135,190	9%

#### FY 2021-22 DISTRICT 1 CAPITAL PROJECTS

Account	Location	Description	Requested	Recom	Proposed	Funding Source
633	Rio Grande	Mill & Overlay	\$ 92,722	\$ 92,722	\$ 92,722	Villa Roads R&R
	San Antonio Villa	Mill & Overlay	\$ 86,981	\$ 86,981	\$ 86,981	Villa Roads R&R
	San Miguel Villa	Mill & Overlay	\$ 60,550	\$ 60,550	\$ 60,550	Villa Roads R&R
	Villa de la Vista West	Mill & Overlay	\$ 152,479	\$ 152,479	\$ 152,479	Villa Roads R&R
	Total District 1 Capital Projects		\$ 392,732	\$ 392,732	\$ 392,732	

# DISTRICT 1 - WORKING CAPITAL / R & R FUND BALANCES

	Amend					
Working Capital (Unassigned)	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Beginning Balance	1,201,029	1,145,220	1,068,805	1,043,661	1,001,486	983,709
Deposits	1,092,145	1,124,481	1,124,481	1,124,481	1,124,481	1,124,481
Expenditures - Operating	678,584	883,799	892,637	901,563	910,579	919,685
Plant Replacements Non-Recurring	58,000	50,500				
Capital Improvement Plan Expenditures	186,370	41,597	31,988	40,092	6,679	46,448
Transfer/ Deposit to R & R	225,000	225,000	225,000	225,000	225,000	225,000
Ending Balance	1,145,220	1,068,805	1,043,661	1,001,486	983,709	917,057

#### RESERVES

	Amend					
General R & R (Committed)	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Beginning Balance	695,070	695,070	695,070	695,070	695,070	695,070
Deposits	0	0	0	0	0	50,000
Capital Improvement Plan Expenditures	0	0	0	0	0	10,707
Ending Balance	695,070	695,070	695,070	695,070	695,070	734,363

	Amend					
Villa Roads R & R (Committed)	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Beginning Balance	420,568	335,084	167,352	392,352	414,535	639,535
Deposits	225,000	225,000	225,000	225,000	225,000	175,000
Capital Improvement Plan Expenditures	310,484	392,732	0	202,817	0	0
Ending Balance	335,084	167,352	392,352	414,535	639,535	814,535

FY 20-21 Operating Budget	\$ 736,584
3 Months	\$ 184,146
4 Months	\$ 245,528



SUBJECT:	Old Business Status Update
DATE:	6/11/2021
FROM:	District Staff
TO:	Board of Supervisors Village Community Development District 1

ISSUE: Old Business Status Update - June 11, 2021

# **ANALYSIS/INFORMATION:**

# **STAFF RECOMMENDATION:**

#### **MOTION:**

#### **ATTACHMENTS:**

Description

• Old Business Status Update

Type Cover Memo



	V	CDD No. 1 (	Old Business Status Update	2	
ITEM	DATE ADDED	ASSIGNED DEPT	ACTION	STATUS (If Applicable)	COMPLETE
Advertise for Seat 5 Vacancy.	5/14/21	CLERK	Requested advertisement has been completed and the Board will hold interviews of candidates at the July 9, 2021 meeting.		X
		No	n-VCDD No. 1 Items		



TO:	Board of Supervisors Village Community Development District 1
FROM:	Anne Hochsprung, Finance Director
DATE:	6/11/2021
SUBJECT:	Financial Statements

**ISSUE:**Financial Statements as of April 30, 2021

## **ANALYSIS/INFORMATION:**

# **STAFF RECOMMENDATION:**

#### **MOTION:**

#### **ATTACHMENTS:**

#### Description

- **D** Financial Statement
- **D** Cash & Investment Summary

Type Cover Memo Cover Memo



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

#### **Revenues**

Year-to-Date (YTD) Revenues of \$1,109,000 are greater than prior year-to-date (PYTD) revenues of \$1,088,000 and are at 102% of budgeted revenues of \$1,092,000.

- The District has collected 98% of the budgeted maintenance assessments in the amount of \$1,067,000.
   Sumter County collects the maintenance assessments on the annual tax bill and remits it to the District, net 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 income of \$41,000 (\$2,000 realized gains, \$39,000 unrealized gains/losses) is greater than the prior year to date gains of \$9,000 and compares favorably to the annual budget of \$6,000.

The District has received 98% of the anticipated revenues through the county tax collections. 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 \$435,000 are greater than prior year-to-date expenses of \$434,000. Year to date spending is 47% of budgeted expenses of \$923,000.

- Management and Other Professional services include Management fees, Deed Compliance, Tax Collection, Technology Service and Tax Collection fees. Management fees increased a budgeted 6% over prior year.
- Utility Services include Electricity and Irrigation Water expenses and year to date spending is 57% of budgeted expenses of \$63,000.
- Building, Landscape and Other Maintenance Expenses of \$219,000 are less than prior year to date expenses and are at 40% of the annual budget totaling \$550,000.
- Other Expenses include insurance expense, legal services and other miscellaneous expenses are at prior year levels. The annual insurance premium was paid in October.
- Capital Outlay includes Capital Spending for the Mill and Overlay project and is at 57% of annual budget.

#### **Change in Unreserved Net Position**

Year-to-Date increase in Unreserved Net Position of \$365,000 is less than prior year to date increase of \$523,000. Based on the anticipated revenues and expenditures for the year, the District expects to meet the budget reduction in Unreserved Net Position of (\$366,000).

#### Investment Earnings:

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

			FL				
	CFB	FLCLASS	PALM	FL-FIT	VANGUARD	FLGIT **	LTIP **
<b>Current Month</b>	0.00%	0.10%	0.07%	0.39%	0.00%	-1.16%	1.28%
Year-to-date	0.00%	0.16%	0.11%	0.40%	0.00%	0.11%	2.44%
Prior FY 2020	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 1

		Statement of Activity	,		
		For the Seven Months Ending April 30, 2021 (	58% of the budget ye	ar)	
Original Budget	Budget % used		YTD Actual	PYTD Actual	Variance
engina baaget	4004		11271000		, Tundinee
		REVENUES:			
\$ 1,085,531	98%	Maintenance and Other Special Assessments	\$ 1,067,325	\$ 1,068,916	\$ (1,591
750	67%	Other Income	505	10,725	(10,219
5,864	<u>706</u> %	Investment Income	41,378	9,116	32,262
1,092,145	102%	Total Revenues	1,109,208	1,088,756	20,452
		EXPENSES:			
17,270	38%	Personnel Services	6,481	4,767	1,714
279,709	59%	Management and Other Professional Services	167,152	169,294	(2,142
63,235	57%	Utility Services	35,863	31,811	4,052
549,530	40%	Building, Landscape and Other Maintenance	219,008	221,694	(2,686
13,210	<u>61%</u>	Other Expenses	6,796	6,859	(63
922,954	47%	Total Operating Expenses	435,300	434,425	875
310,484	57%	Capital Outlay - Infrastructure and FFE	177,869	-	177,869
225,000	58%	Transfers out of Unrestricted Fund	131,250	131,250	-
535,484	<u>58%</u>	Total Other Changes	309,119	131,250	177,869
1,458,438	<u>51%</u>	Total Expenses and Other Changes	744,419	565,675	178,744
\$ (366,293)		Change in Unreserved Net Position	\$ 364,789	<u>\$ 523,081</u>	<u>\$</u> (158,292
		Total Cash, Net of Bond Funds	\$ 2,810,273	\$ 2,971,937	\$ (161,664
		Fund Balance			
		Unassigned	1,565,818	1,635,160	
		Restricted - Capital Project Ph II	-	38,991	
		Committed R and R General	826,320	601,320	
		Committed R and R Villa Roads	420,569	662,002	
		Total Fund Balance	\$ 2,812,706	\$ 2,937,473	\$ (124,767



# CASH AND INVESTMENT SUMMARY

As of April 30, 2021

Fund			Balance	Current	Reconciled
Code	Account Name	Bank	as of 10/01/20	Balance	Yes/No
		GENERAL FUN	D		
001	Cash Operating Acct	CFB	25,167.55	50,803.32	Yes
001	FLCLASS	FLCLASS	987,420.31	929,614.87	Yes
	Sub-total Cash & Cash Equivalents		1,012,587.86	980,418.19	
001	Cash-FL-FIT	FLFIT	531,461.73	532,552.10	Yes
001	Vanguard	VANG	0.00	350,000.58	Yes
001	FLGIT	FLGIT	550,947.50	551,152.77	Yes
001	Long Term Investment	USB	292,261.82	396,149.17	Yes
	Sub-total Investments		1,374,671.05	1,829,854.62	
	TOTAL - General Fund		2,387,258.91	2,810,272.81	



то:	Board of Supervisors Village Community Development District 1
FROM:	DPM Staff
DATE:	6/11/2021
SUBJECT:	DPM Monthly Report

## **ISSUE:**

# **ANALYSIS/INFORMATION:**

# **STAFF RECOMMENDATION:**

#### **MOTION:**

# **ATTACHMENTS:**

Description

D D1 DPM Report

Type Cover Memo



District 1

June 2021

#### LANDSCAPE DIVISION

#### **Upcoming Projects:**

- 1. Replacement of two dead Crepe Myrtles on Morse Blvd.
- 2. Replacement of palms at the Palo Alto entry off Morse Blvd.
- 3. Replacement of a large oak that is dead on Delmar Dr.

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

#### **Completed Projects:**

- 1. Pine straw application is complete.
- 2. Seasonal color change is complete.

#### **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:**

1. Removal of invasive growth in Wetland One and Two is in the planning stage. Project has moved into budgeting stages. Next meeting has been scheduled for late June.

#### **Completed Projects:**

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

#### **General Maintenance:**

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

#### **Upcoming Projects:**

- 1. Villa wall and sign painting is scheduled for mid-July at the following locations:
  - Village Hacienda East sign
  - Hacienda North sign
  - Village of Palo Alto sign
  - Village of Hacienda West sign
  - Rio Ranchero North sign
  - Village of Hacienda South sign
  - Rio Ranchero South sign
  - Village of Rio Grande signs
  - Patio Villa sign
  - Village De La Vista North signs
  - Village De La Vista East signs and walls
  - Village De La Vista West sign
  - Villa De La Vista West signs
  - Village De La Vista South signs & wall
  - Village of De La Vista West sign
  - Village Tierra Del Sol South sign
  - Village Tierra del Sol North sign
  - Villa Tierra Grande signs & wall

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

#### **Completed Projects:**

- 2. Preserve mowing was completed by May 28<sup>th</sup> at the following locations:
  - Michael E West Wildlife Preserve
  - Richard L Murray Wildlife Preserve
  - James A Cichielo Wildlife Preserve
  - Lauren Elizabeth Mathews Kestrel Preserve
- 3. Wetland mowing was completed by May 28<sup>th</sup> at the following locations:
  - Hudson Morse Parr Preserve
  - Mark Gary Morse Preserve
  - DW Mathews Preserve
  - JE Parker Preserve
  - Parker Morse West Preserve

#### **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



TO:	Board of Supervisors Village Community Development District 1
FROM:	vinage Community Development District 1

DATE:

SUBJECT: COVID-19 Update

## **ISSUE:**

# **ANALYSIS/INFORMATION:**

**STAFF RECOMMENDATION:** 

**MOTION:** 



SUBJECT: AAC A	fter Agenda
<b>DATE:</b> 6/11/202	21
<b>FROM:</b> District	Staff
	of Supervisors Community Development District 1

# **ISSUE:**To be provided

#### **ANALYSIS/INFORMATION:**

# **STAFF RECOMMENDATION:**

# **MOTION:**

#### **ATTACHMENTS:**

Description

After Agenda

Type Cover Memo



Amenity Authority Committee Monthly Board Meetings are held at: Savannah Recreation Center 1545 Buena Vista Blvd. The Villages, Florida 32162 District 1 - Carl Bell District 2 - Ann Forrester District 3 - Donna Kempa District 4 - Don Deakin, Chairman Lady Lake/Lake Co. - Sandy Mott VCCDD Board - IV Chandler

# AFTER AGENDA

June 9, 2021 9:00 AM

The District encourages citizen participation in the democratic process and recognizes and protects the right of freedom of speech afforded to all. As the 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 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 All present
  - B. Pledge of Allegiance
  - C. Observation of Moment of Silence
  - D. Welcome Meeting Attendees
  - E. Audience Comments No audience comments were received.

## CONSENT AGENDA: The Consent Agenda was approved and no discussion occurred.

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

2. Approval of the Minutes

Approval of the Minutes from the Meeting held on May 12, 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 to present Assignment of Agreement RFP #18P-020 between Village Center Community Development District (VCCDD) and Hamlet Underground, LLC for Disaster Debris Removal and Disposal Services (Tertiary) to Miller Pipeline, LLC to the VCCDD Board.

#### **NEW BUSINESS:**

4. 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 Village Center Community Development District Board. – Staff provided an overview of the agenda item and responded to inquiries regarding the original agreement. The Committee recommended approval.

5. Recommend Approval: FY2021-22 RAD Proposed Budget

Recommend approval of the Fiscal Year 2021-22 Proposed Budget for the Recreation Amenities Division Fund to the Village Center Community Development District Board. – The Committee recommended approval following Staff overview.

## **OLD BUSINESS:**

6. Old Business Status Update

Old Business Status Update - June 9, 2021

- The Committee requested moving forward with the golf travel for cart path only on the Silver Lake Executive Golf Course and will provide a 3 and 6 month follow up.
- Staff provided an overview of the live streaming discussion that occurred at a previous meeting as requested by Chairman Deakin.
- 7. Capital Projects Update

Capital Projects Update - May, 2021

## **INFORMATIONAL ITEMS ONLY:**

Financial Statement
 Financial Statement as of April 30, 2021

#### **REPORTS AND INPUT:**

9. District Manager Reports - Staff introduced Hershel Wiley as Assistant Director for DPM and Jennifer Liunoras as Assistant Finance Director.

- A. COVID-19 Update
- 10. District Counsel Reports There were no District Counsel Reports.
- 11. Committee Member Comments
  - DPM to provide history on why the Saddlebrook pickleball court was scheduled for resurfacing.
  - The Committee requested the proposal for the irrigation upgrades at Springdale Trail be added to Old Business and a presentation be provided at the July meeting for discussion. Staff will provide a copy of the email received to the Committee.
- 12. Adjourn The meeting was adjourned at 10:18 a.m.