



Seat 1 - Steffan Franklin, Supervisor
Seat 2 - Bill Ray, Chairman
Seat 3 - Terry Biddle, Supervisor
Seat 4 - Tilman Dean, Supervisor
Seat 5 - Gail Lazenby, Vice Chairman

Monthly Board Meetings are held at:

*Savannah Recreation Center
1545 Buena Vista Blvd.
The Villages, Florida 32162*

AGENDA

June 11, 2021

11:00 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 #3 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 #3 (VCDD #3) and Hamlet Underground, LLC for Disaster Debris Removal and Disposal Services (Tertiary) to Miller Pipeline, LLC.

NEW BUSINESS:

5. Adoption of Resolution 21-05: FY2021-22 Proposed Budget
Adoption of Resolution 21-05 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:

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

PUBLIC HEARINGS:

7. Case No. D3-03-21 VCDD No. 3 vs. HUD, 748 Artesia Avenue
Support documentation for this case can be obtained through the District Clerk's Office
 - A. District Counsel Overview of Public Hearing Process
 - B. Administer Swearing-In of Those Providing Evidence/Testimony
 - C. Open Public Hearing
 - D. Staff Presentation of the Facts
 - E. Owner/Interested Party Presentation
 - F. Close Public Hearing
 - G. Board Discussion/Determination
8. Case No. D3-04-21 VCDD No. 3 vs. Tory Luliucci, 3278 Richmond
Support documentation for this case can be obtained through the District Clerk's Office
 - A. District Counsel Overview of Public Hearing Process
 - B. Administer Swearing-In of Those Providing Evidence/Testimony
 - C. Open Public Hearing
 - D. Staff Presentation of the Facts
 - E. Owner/Interested Party Presentation
 - F. Close Public Hearing
 - G. Board Discussion/Determination

INFORMATIONAL ITEMS ONLY:

9. Financial Statements
Financial Statements as of April 30, 2021
10. DPM Monthly Report

REPORTS AND INPUT:

11. District Manager Reports
 - A. COVID-19 Update
 - B. AAC After Agenda
12. District Counsel Reports
13. Supervisor Comments
14. 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.

The Villages®
Community Development Districts
District 3

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 3

FROM: Jennifer Farlow, District Clerk

DATE: 6/11/2021

SUBJECT: **Approval of the Minutes**

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.

STAFF RECOMMENDATION: 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	Type
☐ May 14, 2021 Minutes	Cover Memo

**MINUTES OF MEETING
VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 3**

A Meeting of the Board of Supervisors of Village Community Development District No. 3 was held on Friday, May 14, 2021 at 11:00 a.m. in the Ashley Wilkes Room at the Savannah Center, 1545 N. Buena Vista Blvd., The Villages, Florida, 32162.

Board members present and constituting a quorum:

Bill Ray	Chairman
Steffan Franklin	Supervisor
Terry Biddle	Supervisor
Tilman Dean	Supervisor

Staff Present:

Kenny Blocker	Deputy District Manager
Carrie Duckett	Assistant District Manager
Mark Brionez	District Counsel
Barbara Kays	Budget Director
Mark LaRock	Purchasing Director
Bruce Brown	District Property Management Director
Candice 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 Ray called the meeting to order at 11:00 a.m. and stated for the record that four (4) Supervisors were present representing a quorum. Gail Lazenby was absent.

B. Pledge of Allegiance

The Chairman led the Pledge of Allegiance.

C. Observation of Moment of Silence

Chairman Ray 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

There were no audience comments.

SECOND ORDER OF BUSINESS: Law Enforcement Quarterly Update

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

On MOTION by Tilman Dean, seconded by Terry Biddle, with all in favor, the Board took formal action on the following items included on the Consent Agenda:
THIRD ORDER OF BUSINESS: Approval of the Minutes from the Board Meeting held on April 9, 2021.
FOURTH ORDER OF BUSINESS: Approval of the Annual Renewal Agreements with Asphalt Paving Systems, Inc., Pavement Technology Inc. and Tri-State Asphalt Corp. and authorized the Chairman/Vice Chairman to execute the Agreements.

FIFTH ORDER OF BUSINESS: Old Business Status Update

Carrie Duckett, Assistant District Manager, provided an update on the following Old Business item:

- Maintenance of 1812 Sanibel Court: Staff provided a status update to the Board on April 15, 2021, via email. Additionally, the District continues to maintain the property and the last maintenance completed was on May 3, 2021.

SIXTH ORDER OF BUSINESS: DPM Monthly Report

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

Supervisor Biddle requested a status update of the pipe replacement project, which has not yet been completed, and if the work that had previously been completed was necessary. Bruce Brown, DPM Director, stated that no inferior work has been completed, and the majority of the delay was due to the three (3) party involvement. Upon further review, it was determined that the pipe was much more deteriorated than originally thought, and requires replacement, which is why the cost of the overall project has increased. A liner will be placed under the pipe, which will provide a multi-decade solution.

Supervisor Franklin inquired how the cost of the project would be broken down. Mr. Brown stated that the Village Center Community Development District (VCCDD), Village Community Development District (VCDD) No. 3 and Sumter County will each pay its proportionate share, based on the length of the pipe. It is still anticipated that the pipe will be delivered within the first two (2) weeks of June.

SEVENTH ORDER OF BUSINESS: Financial Statements

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

EIGHTH ORDER OF BUSINESS: Budget Workshop Reminder

Ms. Duckett advised that the Board will hold a Budget Workshop on Tuesday, May 25, 2021 at 11:00 a.m. in the Savannah Regional Recreation Center.

NINTH ORDER OF BUSINESS: District Manger Reports

A. AAC After Agenda

Ann Forrester, District 2 Amenity Authority Committee (AAC) Representative, advised the Board that the After Agenda from the AAC meeting held on May 12, 2021 was provided to the Board and highlighted the following items addressed:

- Sandy Mott was welcomed as a new member to the AAC.
- The contract for tennis court resurfacing and bocce court re-carpeting will be completed per the maintenance plan established by DPM.
- The First Responders Groundbreaking Ceremony will be held on Wednesday, May 26, 2021 at 9:30 a.m.
- The projected completion date of the Silver Lake Executive Golf Course is October 2021.

B. COVID-19 Update

Ms. Duckett advised that on May 13, 2021 the Centers for Disease Control (CDC) had updated its guidance as it pertains to 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).

TENTH ORDER OF BUSINESS: District Counsel Reports

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

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

Mr. Brionez advised 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.

Mr. Brionez advised Senate Bill 60 which addresses anonymous complaints in municipalities, not Community Development Districts (CDDs), would prohibit Code Enforcement Officers from accepting anonymous complaints is still alive and making its way through the process. Additionally,

House Bill 853 which proposed that CDD Supervisors complete four (4) hours of Ethics Training annually has died.

Mr. Brionez advised Senate Bill 378, the Prompt Payment Act is still alive which would increase the late payments from 1% to 2%. He advised the Sovereign Immunity Bill and the tree trimming regulation did not make it through.

ELEVENTH ORDER OF BUSINESS: Supervisor Comments

There were no additional Supervisor Comments.

TWELFTH ORDER OF BUSINESS: Adjourn

The meeting was adjourned at 11:22 a.m.

On MOTION by Steffan Franklin, seconded by Terry Biddle, the Board adjourned the meeting.
--

Richard J. Baier
Secretary

Bill Ray
Chairman

The Villages®
Community Development Districts
District 3

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 3

FROM: Mark LaRock, Purchasing Director; Janet Mrozowski, Purchasing Operations
Coordinator

DATE: 6/11/2021

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

ISSUE:

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

ANALYSIS/INFORMATION:

On April 9, 2021 Village Community Development District #3 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 #3 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

- | | |
|--|-----------------|
| ▣ VCDD3 Juniper Landscape Assign 21B-015 | Exhibit |
| ▣ Notice of Acquisition | Backup Material |
| ▣ Juniper Customer Welcome Letter | Backup Material |

**AGREEMENT FOR CONSENT TO ASSIGNMENT
BETWEEN VILLAGE COMMUNITY DEVELOPMENT DISTRICT #3,
PROSCAPE, INC. AND JUNIPER LANDSCAPING OF FLORIDA, LLC
FOR PRESERVE AND WETLAND MOWING
ITB #21B-015**

THIS AGREEMENT is entered into this 11th day of June 2021, by and between **VILLAGE COMMUNITY DEVELOPMENT DISTRICT #3** (VCDD3) 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, VCDD3 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 VCDD3, but VCDD3 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, VCDD3 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 VCDD3 and hold VCDD3 harmless for any claims arising from the actions or inactions of ASSIGNOR in connection with the AGREEMENT. VCDD3, 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. VCDD3 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 #3,
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 VCDD3 has caused this AGREEMENT to be executed in its name by the Chairman of the VILLAGE COMMUNITY DEVELOPMENT DISTRICT #3, attested by the clerk of said VCDD3, 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 #3**

By: _____

Print Name

Print Title

Date

Attest

**PROSCAPE, INC.
(ASSIGNOR)**

By: _____

Print Name

Print Title

Date

Attest

**JUNIPER LANDSCAPING OF
FLORIDA, LLC (ASSIGNEE)**

By: _____

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 completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the District's bid documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your bid being declared non-responsive.
- All price information to be used in the Bid review must be on this Bid form.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.
- The District maintains the right to utilize other 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.
- Supplier shall 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 Developer
 Authorized Agent Name, Title (Print)

Mark Bradley
 Authorized Signature

3-4-21
 Date

Name of Bidder's Firm:

PROscope, Inc.

This document must be completed and returned with your Submittal

EXHIBIT A

REVISED District 3 Bid Form

Preserve Area Mowing					
Description (Tri-County Villages)	Type	Unit Cost Acre (From Supplier Pricing Form)	*Frequency	Total Acres	Total Cost per Mow
H Gary Morse Wildlife Preserve	Preserve Areas	\$ 63.00	1	33.60	\$ 2,116.80
Total					\$ 2,116.80
District 3 Grand Total					\$ 2,116.80

*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 completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the District's bid documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your bid being declared non-responsive.
- All price information to be used in the Bid review must be on this Bid form.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.
- The District maintains the right to utilize other 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 shall 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 Villages Community Development District #3 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 Developer  3-4-21
 Authorized Agent Name, Title (Print) Authorized Signature Date

Name of Bidder's Firm:

PROscape, Inc.

This document must be completed and returned with your Submittal



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 1st 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

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 3

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 #3 (VCDD #3) and Hamlet Underground, LLC for Disaster Debris Removal and Disposal Services (Tertiary) to Miller Pipeline, LLC.

ANALYSIS/INFORMATION:

On July 13, 2018, VCDD #3 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 Agreement for Assignment.

ATTACHMENTS:

Description	Type
▣ D3 18P-020 Agreement for Assignment_Miller Pipeline (tertiary)	Exhibit
▣ Notice of Acquisition	Backup Material
▣ VCDD3 18P-020 Hamlet (Original)	Backup Material

**AGREEMENT FOR CONSENT TO ASSIGNMENT
BETWEEN VILLAGE COMMUNITY DEVELOPMENT DISTRICT #3,
HAMLET UNDERGROUND, LLC AND MILLER PIPELINE, LLC
FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES (TERTIARY)**

RFP #18P-020

THIS AGREEMENT is entered into this 11th day of June 2021, by and between **VILLAGE COMMUNITY DEVELOPMENT DISTRICT #3 (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 #3,
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 #3**, 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 #3**

By: _____

Print Name

Print Title

Date

Attest

**HAMLET UNDERGROUND, LLC
(ASSIGNOR)**

By: _____

Charles D. Bell

Print Name

Vice President

Print Title

5-17-21

Date

Attest

**MILLER PIPELINE, LLC
(ASSIGNEE)**

By: _____

Charles D. Bell

Print Name

Engineering Manager

Print Title

5-17-21

Date

Attest

[Corporate](#) February 11, 2019

Miller Pipeline to Acquire Ocala-Based Hamlet Construction

Hamlet acquisition affords Miller Pipeline expanded territory in central Florida

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

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

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

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

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

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

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

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



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

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

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

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MILLER PIPELINE TO ACQUIRE OCALA-BASED HAMLET CONSTRUCTION

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

Corporate (<https://www.millerpipeline.com/author/laura-morrowmillerpipeline-com/>)

February 11, 2019

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

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

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

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

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

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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-safety-person-of-the-year/>)

**TERTIARY
AGREEMENT FOR SERVICES
BETWEEN VILLAGE COMMUNITY DEVELOPMENT DISTRICT #3
AND HAMLET UNDERGROUND, LLC FOR DISASTER DEBRIS REMOVAL AND
DISPOSAL SERVICES
RFP #18P-020**

THIS AGREEMENT is made this 13th day of July, 2018, by and between **VILLAGE COMMUNITY DEVELOPMENT DISTRICT #3** (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 35th Street, Ocala, FL 34479

RECITALS

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

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

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

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

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

1. SERVICES BY CONTRACTOR

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

secondary and/or tertiary CONTRACTOR to perform services.

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

2. PAYMENT

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

3. AGREEMENT DOCUMENTS

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

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

4. TERM

- 4.1 The term of this Agreement shall be July 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 immediately begins corrective work, and DISTRICT reasonably determines that the CONTRACTOR is diligently pursuing the completion of such corrective work, DISTRICT agrees to allow CONTRACTOR to complete correction of the defective or unacceptable work. In addition, if the CONTRACTOR, for any reason, fails to perform any portion of the services required by the CONTRACTOR pursuant to this Agreement, the DISTRICT shall be entitled to deduct from any monies due or which may become due to CONTRACTOR the actual expenditures that are necessary to complete the services not performed.
- 6.2 All costs and expenses incurred by DISTRICT pursuant to this section shall be deducted from monies due, or which may become due to CONTRACTOR for its obligations herein.
- 6.3 The provisions of this paragraph are cumulative to all other provisions of the Agreement and it is not intended that any deductions in payment taken pursuant to this paragraph shall diminish or waive DISTRICT's right to declare the CONTRACTOR in default in accordance with applicable provisions of the Agreement.
- 6.4 DISTRICT may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of CONTRACTOR.

7. TERMINATION BY THE DISTRICT FOR CAUSE

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

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

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

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

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

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

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

8. OTHER MATTERS

- 8.1 CONTRACTOR shall not utilize, nor store, any drums of material exceeding 5-gallon containers on any of the DISTRICT's property.
- 8.2 CONTRACTOR shall maintain complete and current printed Material Safety Data Sheets (MSDS) readily accessible to employees when they are in their work areas, during their work shifts. The CONTRACTOR acknowledges that the DISTRICT shall have no responsibility for making any disclosures to CONTRACTOR's employees or agents.
- 8.3 The obligations of the CONTRACTOR under this Agreement may not be delegated without the prior written consent of the DISTRICT. The DISTRICT may freely assign this Agreement to any entity acquiring the real estate which is subject to this Agreement.
- 8.4 In the event of default by any party to this Agreement, the prevailing party shall be entitled to recover from the defaulting party, all costs and expenses, including a reasonable attorney's fee, whether suit be

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

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

9. CONTRACTOR'S REPRESENTATIONS

9.1 CONTRACTOR makes the following representations:

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, said DISTRICT has caused this Agreement to be executed in its name by the Chairman / Vice Chairman of the VILLAGE COMMUNITY DEVELOPMENT DISTRICT #3, 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 #3

By: William Ray
Print Name William Ray
Print Title Chairman
Date 7/13/18
Attest [Signature]

HAMLET UNDERGROUND, LLC

By: [Signature]
Print Name CHARLES D. BELL
Print Title VICE PRESIDENT
Date 7/21/18
Attest [Signature]

PROPOSAL FORM

SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE			
EQUIPMENT TYPE WITH OPERATOR CATEGORY	Estimated Hours	Hourly Labor Rate	Total Extended Price
50' Bucket Truck	140	150.00	21,000.00
Crash Truck w/Impact Attenuator	70	100.00	7,000.00
Dozer, Tracked, D3 or Equivalent	70	80.00	5,600.00
Dozer, Tracked, D4 or Equivalent	70	80.00	5,600.00
Dozer, Tracked, D5 or Equivalent	70	90.00	6,300.00
Dozer, Tracked, D6 or Equivalent	70	120.00	8,400.00
Dump Truck, 18 +/- CY	70	65.00	4,550.00
Dump Truck, 20 +/- CY	70	70.00	4,900.00
Dump Truck, 33 +/- CY	70	100.00	7,000.00
Generator, 5.5 KW, List KW Capacity	70	10.00	700.00
Generator, 200 KW, List KW Capacity	70	60.00	4,200.00
Generator, 2,500 KW, List KW Capacity	70	260.00	18,200.00
Light Plant with Fuel and Support	140	15.00	2,100.00
Graders w/12" Blade (Min. 30,000 LB)	70	100.00	7,000.00
Hydraulic Excavator, 1.5 CY	70	100.00	7,000.00
Hydraulic Excavator, 2.5 CY	70	120.00	8,400.00
Kunleboom Loader	140	200.00	28,000.00
Lowboy Trailer w/ Tractor	70	150.00	10,500.00
Mobil Crane up to 15 Ton	70	150.00	10,500.00
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	40.00	2,800.00
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	60.00	4,200.00
Pump, 850 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	180.00	12,600.00
Van Truck (List Capacity), List Capacity	70	150.00	10,500.00
Pickup Truck, 1 Ton	70	40.00	2,800.00
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	65.00	4,550.00
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	75.00	5,250.00
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	65.00	4,550.00
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	75.00	5,250.00
Tub Grinder, 800 to 1,000 HP	140	400.00	56,000.00
Hydraulic Excavator, 1.8 cy (w/ thumb)	70	100.00	7,000.00
Hydraulic Excavator, 2.6 cy (w/ thumb)	70	120.00	8,400.00
Truck, Flatbed	70	40.00	2,800.00
Articulated, Telescoping Self-storing Lift for Tower, 15 hp / 37 ft. lift	140	20.00	2,800.00
Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance)	140	100.00	14,000.00
Wheel Loader, 3 CY, 152 HP	70	100.00	7,000.00
Wheel Loader, 4.0 CY, 200 HP	70	120.00	8,400.00
Wheel Loader, 1.6 CY, 95 HP	70	75.00	5,250.00
EQUIPMENT WITH OPERATOR GRAND TOTAL EXTENDED PRICE:			331,100.00
OTHERS NOT LISTED IN LABOR CATEGORY - PLEASE LIST BELOW			
SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE (continued)			

LABOR CATEGORY	Estimated Hours	Hourly Labor Rate	Total Extended Price
Operations Manager w/ Cell Phone and .5 Ton Pickup Truck	70	50.00	3,500.00
Crew Foreman w/ Cell Phone & 1 Ton Equip, Truck w/ small tools and misc supplies in support of crew	70	40.00	2,800.00
Tree Climber/ Chainsaw and Gear	140	50.00	7,000.00
Laborer w/ Chainsaw and Gear	140	35.00	4,900.00
Laborer w/ Small Tools, Traffic Control, or Flag Person	140	25.00	3,500.00
Bonded and Certified Security Personnel	70	50.00	3,500.00
LABOR CATEGORY GRAND TOTAL EXTENDED PRICE			25,200.00
OTHERS NOT LISTED IN LABOR CATEGORY - PLEASE LIST BELOW			
CREW CATEGORY	Estimated Hours	Hourly Labor Rate	Total Extended Price
Wheel loader, 2.5 CY, 980 or similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools.		300.00	
OTHERS NOT LISTED IN CREW CATEGORY - PLEASE LIST BELOW			

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE			
If a Vendor elects to "No Proposal" individual service offerings their proposal may be considered non-responsive by the District. Items 9-12 are Ancillary Services. Vendors are requested to provide a cost for ancillary items; however these costs will not be used for evaluative purposes.			
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 debris 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 eligible C&D on the ROW or public property to a District approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Removing C&D debris from ROW or public property and hauling to DMS	100,000	10.00	1,000,000.00
3 Debris Removal from Canals / Waterways Work consists of the collection and transportation of eligible debris from District maintained canals and waterways to a District approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Removing debris from District maintained canals/waterways and hauling to DMS	100,000	4.00	400,000.00
4 DMS Operation and Reduction Through Grinding Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this proposal.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
	200,000	4.00	800,000.00
5 Haul-out of Reduced Debris to a District Approved Final Disposal Site Work consists of loading and transporting reduced eligible disaster related debris at a District approved DMS to a District designated final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
	56,250	5.00	281,250.00

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

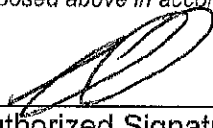
NOTE(S):

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

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

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

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


Authorized Signature

5-29-18
Date

Name of Proposer's Firm:

HAMLET UNDERGROUND, LLC.

This document must be completed and returned with your Submittal

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

EXHIBIT B

RANKS	PRIMARY	TERTIARY	Average Pricing
Areas by Contractor	Ceres Environmental Services, Inc.	Hamlet Underground, LLC	Primary & Tertiary
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 diameter	\$ 40.00	\$ 100.00	\$ 70.00
13 inch to 24.99 inch diameter	\$ 100.00	\$ 200.00	\$ 150.00
25 inch to 36.99 inch diameter	\$ 250.00	\$ 350.00	\$ 300.00
37 inch to 48.99 inch diameter	\$ 450.00	\$ 1,000.00	\$ 725.00
49 inch and larger diameter	\$ 750.00	\$ 1,500.00	\$ 1,125.00
Hanger Removal (per Tree)	\$ 95.00	\$ 80.00	\$ 87.50
7 Removal of Hazardous Stumps	(per stump)		
24.1 inch to 36.99 inch diameter	\$ 350.00	\$ 350.00	\$ 350.00
37 inch to 48.99 inch diameter	\$ 650.00	\$ 500.00	\$ 575.00
49 inch and larger diameter	\$ 995.00	\$ 1,000.00	\$ 997.50
8 ROW White Goods Debris Removal	(per unit)		
AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination	\$90.00	\$ 60.00	\$ 75.00
Washers, dryers, stoves, ovens, and hot water heaters	\$49.00	\$ 30.00	\$ 39.50
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.	Hamlet Underground, LLC	Primary, Secondary & Tertiary
SCHEDULE 1 UNIT RATE PRICE SCHEDULE				
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				
	(per cubic yard)			
1 Vegetative Debris Removal	\$ 9.95	\$ 10.50	\$ 10.00	\$ 10.00
2 C&D Debris Removal	\$ 9.25	\$ 10.50	\$ 10.00	\$ 10.00
3 Debris Removal from Canals / Waterways	\$ 11.98	\$ 38.00	\$ 4.00	\$ 11.98
4 DMS Operation and Reduction Through Grinding	\$ 4.95	\$ 5.50	\$ 4.00	\$ 4.95
5 Haul-out of Reduced Debris to a District Approved Final Disposal Site	\$ 5.25	\$ 8.25	\$ 5.00	\$ 5.25
6 Removal of Hazardous Trees and Limbs	(per tree)			
6 inch to 12.99 inch diameter	\$ 40.00	\$ 60.00	\$ 100.00	\$ 60.00
13 inch to 24.99 inch diameter	\$ 100.00	\$ 90.00	\$ 200.00	\$ 100.00
25 inch to 36.99 inch diameter	\$ 250.00	\$ 140.00	\$ 350.00	\$ 250.00
37 inch to 48.99 inch diameter	\$ 450.00	\$ 250.00	\$ 1,000.00	\$ 450.00
49 inch and larger diameter	\$ 750.00	\$ 400.00	\$ 1,500.00	\$ 750.00
Hanger Removal (per Tree)	\$ 95.00	\$ 125.00	\$ 80.00	\$ 95.00
7 Removal of Hazardous Stumps	(per stump)			
24.1 inch to 36.99 inch diameter	\$ 350.00	\$ 400.00	\$ 350.00	\$ 350.00
37 inch to 48.99 inch diameter	\$ 650.00	\$ 550.00	\$ 500.00	\$ 550.00
49 inch and larger diameter	\$ 995.00	\$ 750.00	\$ 1,000.00	\$ 995.00
8 ROW White Goods Debris Removal	(per unit)			
AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination	\$90.00	\$ 80.00	\$ 60.00	\$ 80.00
Washers, dryers, stoves, ovens, and hot water heaters	\$49.00	\$ 50.00	\$ 30.00	\$ 49.00
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

The Villages®
Community Development Districts
District 3

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 3

FROM: Barbara E. Kays, Budget Director

DATE: 6/11/2021

SUBJECT: **Adoption of Resolution 21-05: FY2021-22 Proposed Budget**

ISSUE:

Adoption of Resolution 21-05 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 15th 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 completed a detailed review of the Fiscal Year 2021-22 Recommended Budget during the public budget workshop held on May 25, 2021. The attached Fiscal Year 2021-22 proposed operating budget of \$1,557,339 reflects a decrease of \$185,569 or 11% mainly due to mill & overlay road projects in the current year budget. The maintenance assessment rates will remain the same as current year with NO increase for Fiscal Year 2021-22.

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

STAFF RECOMMENDATION:

Staff recommends adoption of the resolution that approves the Proposed Budget and sets the public hearing to approve the Final Budget.

MOTION:

Move to adopt Resolution 21-05 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, 11:00 a.m. at the Savannah Recreation Center.

ATTACHMENTS:

Description	Type
▣ FY2021-22 Proposed Budget	Cover Memo

RESOLUTION 21-05

A RESOLUTION APPROVING THE DISTRICT'S PROPOSED BUDGET OF THE VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 3 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. 3;

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	\$ 1,557,339
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2. The budget for the Debt Service Fund proposed by the District Manager for Fiscal Year 2021-22 is hereby approved for the amount as listed below:

2013 – Debt Service Fund	\$ 304,145
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3. A public hearing on said approved Budget is hereby declared and set for the following date, hour and place:

Date: September 10, 2021
Time: 11:00 a.m.
Place: Savannah Recreation Center
Ashley Wilkes Room
1545 Buena Vista Boulevard
The Villages, Florida 32162

Adopted this 11th day of June, 2021.

VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 3

Bill Ray, Chair

Richard J. Baier, Secretary

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
Fund: 03.001 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	1,335,392	1,331,353	1,331,353	1,317,587	1,331,353
334.901 ST FEMA CLAIM REIM	66,060	-	-	-	-
341.905 PROPERTY DAMAGE REIMBURSEMENTS	4,200	-	-	-	-
341.908 ELECTRIC REIMBURSEMENT	-	-	-	597	300
341.999 MISCELLANEOUS REVENUE	900	400	400	1,749	500
361.101 INT INCOME - CFB	1,184	-	-	-	-
361.102 INT INCOME - CASH EQUIV	7,622	7,534	7,534	872	1,600
361.105 INTEREST INCOME-TAX COLLECTOR	603	-	-	-	-
361.306 FLGIT-UNREALIZED GAIN/LOSS	23,148	-	-	249	1,000
361.307 LTP UNREALIZED GAIN/LOSS	29,666	-	-	42,660	37,100
361.309 FLFIT-UNREALIZED GAIN/LOSS	453	-	-	(181)	-
361.409 FLFIT-REALIZED GAIN/LOSS	9,180	-	-	1,530	1,400
381.002 TRANSFER IN - DEBT SERVICE	23,884	32,389	32,389	-	31,018
669.901 (ADD)/USE-WORKING CAPITAL	-	(24,434)	(24,434)	-	(27,156)
669.903 (ADD)/USE-GENERAL R&R	-	300,000	300,000	-	-
669.904 (ADD)/USE-ROADS R&R	-	-	-	-	192,272
669.905 (ADD)/USE-PATH R&R	-	-	-	-	18,970
669.909 (ADD)/USE-CAP PROJ PHASE II	-	95,666	95,666	-	(31,018)
TOTAL ESTIMATED REVENUES	1,502,292	1,742,908	1,742,908	1,365,063	1,557,339
APPROPRIATIONS					
111 EXECUTIVE SALARIES	9,800	16,000	16,000	6,000	16,000
211 SOCIAL SECURITY TAXES	560	992	992	372	992
212 MEDICARE TAXES	190	232	232	87	232
241 WORKER'S COMPENSATION	24	46	46	21	27
311 MANAGEMENT FEES	182,937	200,031	200,031	116,686	210,033
312 ENGINEERING SERVICES	11,484	22,600	22,600	2,259	21,100
313 LEGAL SERVICES	2,300	5,500	5,500	3,051	6,500
314 TAX COLLECTOR FEES	26,708	27,737	27,737	26,352	27,737
316 DEED COMPLIANCE SVCS	43,164	37,691	37,691	21,986	39,246
318 TECHNOLOGY SERVICES	6,443	-	-	-	-
319 OTHER PROFESSIONAL SVCS	13,383	6,573	9,573	4,680	19,600
322 AUDITING SERVICES	9,500	9,500	9,500	7,125	9,500
343 SYSTEMS MGMT SUPPORT	1,450	1,485	3,485	894	3,710
344 PAYROLL SERVICES	-	162	162	207	352
349 MISC CONTRACTUAL SVCS	4,668	-	-	-	-
412 POSTAGE	-	100	100	-	100
431 ELECTRICITY	23,481	27,882	27,882	12,684	27,882
434 IRRIGATION WATER	22,739	24,683	24,683	8,939	24,683
442 EQUIPMENT RENTAL	-	1,000	500	-	500
451 CASUALTY & LIABILITY INSUR	5,895	5,860	5,860	5,895	6,650
461 EQUIPMENT MAINTENANCE	-	2,000	500	-	500
462 BUILDING/STRUCTURE MAINT	52,354	139,102	137,102	44,025	122,325
463 LANDSCAPE MAINT-RECURRING	443,375	443,387	443,387	231,620	532,601
464 LANDSCAPE MAINT-NON RECURRING	77,581	61,500	61,500	41,421	49,500
468 IRRIGATION REPAIR	22,132	29,000	29,000	12,627	26,684
469 OTHER MAINTENANCE	99,738	97,740	97,740	63,274	66,064
471 PRINTING & BINDING	-	500	500	-	500
493 PERMITS & LICENSES	175	250	250	175	250
497 LEGAL ADVERTISING	1,121	1,300	1,300	417	1,300
499 MISC CURRENT CHARGES	-	500	500	19	-
522 OPERATING SUPPLIES	86	1,500	500	-	500
633 INFRASTRUCTURE	106,936	428,055	428,055	-	192,271
911 TRANS TO GENERAL R&R	50,000	50,000	50,000	29,170	45,000
912 TRANS TO OTHER ROADS	100,000	100,000	100,000	58,335	100,000
913 TRANS TO CART PATH R&R	-	-	-	-	5,000
TOTAL APPROPRIATIONS	1,318,224	1,742,908	1,742,908	698,321	1,557,339

VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 3
ANNUAL MAINTENANCE ASSESSMENT

Maintenance Assessments Billed:				\$1,386,826 0% 2019-20		\$1,386,826 0% 2020-21		\$1,386,826 0% 2021-22	
Unit	Village Name	Acres	# of Lots						
Phase #1									
33	Glenbrook	73.23	357	\$	381.10	\$	381.10	\$	381.10
33	Tract C Unit 33	0.47	1	\$	873.21	\$	873.21	\$	873.21
34	Glenbrook	62.57	280	\$	415.17	\$	415.17	\$	415.17
34	Tract C Unit 34	0.38	1	\$	706.00	\$	706.00	\$	706.00
35	Polo Ridge	53.50	273	\$	364.09	\$	364.09	\$	364.09
36	Polo Ridge	45.81	215	\$	395.86	\$	395.86	\$	395.86
37	Glenbrook	38.46	172	\$	415.43	\$	415.43	\$	415.43
38	Glenbrook	22.05	94	\$	435.81	\$	435.81	\$	435.81
39	Glenbrook	58.61	273	\$	398.87	\$	398.87	\$	398.87
40	Bellaire	20.11	75	\$	498.16	\$	498.16	\$	498.16
41	Bellaire	57.09	276	\$	384.30	\$	384.30	\$	384.30
41-A	Bellaire	14.32	63	\$	422.30	\$	422.30	\$	422.30
42	Sunbury Place	36.75	53	\$	1,288.26	\$	1,288.26	\$	1,288.26
43	Polo Ridge	12.10	55	\$	408.74	\$	408.74	\$	408.74
608	Villa Berea	18.15	137	\$	246.14	\$	246.14	\$	246.14
609	Villa Valdosta	14.07	110	\$	237.64	\$	237.64	\$	237.64
610	Villa Natchez	6.42	55	\$	216.87	\$	216.87	\$	216.87
611	Villa St. Simons	14.62	103	\$	263.71	\$	263.71	\$	263.71
612	Villa Alexandria	10.47	88	\$	221.05	\$	221.05	\$	221.05
Total Phase #1		559.18	2,681						
Phase #2									
67	Summerhill	71.41	374	\$	354.74	\$	354.74	\$	354.74
67	Tract B Unit 67	0.56	1	\$	1,040.42	\$	1,040.42	\$	1,040.42
68	Summerhill	35.52	186	\$	354.80	\$	354.80	\$	354.80
69	Summerhill	41.13	223	\$	342.67	\$	342.67	\$	342.67
632	Villa Fernandina	7.77	75	\$	192.48	\$	192.48	\$	192.48
633	Villa Amelia	7.92	76	\$	193.61	\$	193.61	\$	193.61
634	Cottages at Summerchase	18.28	117	\$	290.28	\$	290.28	\$	290.28
640	Carriage Houses at Glenview	4.68	32	\$	271.72	\$	271.72	\$	271.72
Total Phase #2		187.27	1,084						
Grand Total		746.45	3,765						
Budget- Revenue (96%)				\$ 1,331,353					
Tax Collector Fees - 2%				\$ 27,737					

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT

Fund: 03.202 DEBT SERVICE 2

ACCOUNT DESCRIPTION	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 04/30/21	2021-22 PROPOSED BUDGET
ESTIMATED REVENUES					
325.111 DEBT SERVICE ASSESSMENT(REG)	282,598	270,110	270,110	263,574	264,704
325.112 DEBT SERVICE ASSESSMENT (PRE-PAY)	87,984	40,000	40,000	31,281	25,000
361.103 INT INCOME-USB	2,090	-	-	149	-
669.901 (ADD)/USE-WORKING CAPITAL	-	24,457	24,457	-	14,441
TOTAL ESTIMATED REVENUES	372,672	334,567	334,567	295,004	304,145

APPROPRIATIONS					
314 TAX COLLECTOR FEES	5,652	5,627	5,627	5,271	5,515
323 TRUSTEE SERVICES	4,579	5,615	5,615	-	4,580
710 PRINCIPAL	165,000	175,000	175,000	-	170,000
715 PRINCIPAL PAYMENT	120,000	40,000	40,000	35,000	25,000
720 INTEREST	80,864	74,936	74,936	36,556	67,032
730 MISC BOND EXPENSES	500	1,000	1,000	250	1,000
918 TRANS TO GENERAL FUND	23,884	32,389	32,389	-	31,018
TOTAL APPROPRIATIONS	400,479	334,567	334,567	77,077	304,145

FOR INFORMATION ONLY

Board Supervisors,

Attached are additional items for your information:

- 1) The Budget Report 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) Fiscal Year 21-22 Capital 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: 03.001 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	1,335,392	1,331,353	1,331,353	1,317,587	1,331,353	1,331,353	1,331,353	-	0%
334.901 ST FEMA CLAIM REIM	66,060	-	-	-	-	-	-	-	
341.905 PROPERTY DAMAGE REIMBURSEMENTS	4,200	-	-	-	-	-	-	-	
341.908 ELECTRIC REIMBURSEMENT	-	-	-	597	300	300	300	300	
341.999 MISCELLANEOUS REVENUE	900	400	400	1,749	500	500	500	100	25%
361.101 INT INCOME - CFB	1,184	-	-	-	-	-	-	-	
361.102 INT INCOME - CASH EQUIV	7,622	7,534	7,534	872	1,600	1,600	1,600	(5,934)	(79)%
361.105 INTEREST INCOME-TAX COLLECTOR	603	-	-	-	-	-	-	-	
361.306 FLGIT-UNREALIZED GAIN/LOSS	23,148	-	-	249	1,000	1,000	1,000	1,000	
361.307 LTP UNREALIZED GAIN/LOSS	29,666	-	-	42,660	37,100	37,100	37,100	37,100	
361.309 FLFIT-UNREALIZED GAIN/LOSS	453	-	-	(181)	-	-	-	-	
361.409 FLFIT-REALIZED GAIN/LOSS	9,180	-	-	1,530	1,400	1,400	1,400	1,400	
381.002 TRANSFER IN - DEBT SERVICE	23,884	32,389	32,389	-	31,018	31,018	31,018	(1,371)	(4)%
669.901 (ADD)/USE-WORKING CAPITAL	-	(24,434)	(24,434)	-	(27,156)	(27,156)	(27,156)	(2,722)	11%
669.903 (ADD)/USE-GENERAL R&R	-	300,000	300,000	-	-	-	-	(300,000)	(100)%
669.904 (ADD)/USE-ROADS R&R	-	-	-	-	192,272	192,272	192,272	192,272	
669.905 (ADD)/USE-PATH R&R	-	-	-	-	18,970	18,970	18,970	18,970	
669.909 (ADD)/USE-CAP PROJ PHASE II	-	95,666	95,666	-	(31,018)	(31,018)	(31,018)	(126,684)	(132)%
TOTAL ESTIMATED REVENUES	1,502,292	1,742,908	1,742,908	1,365,063	1,557,339	1,557,339	1,557,339	(185,569)	(11)%
APPROPRIATIONS									
111 EXECUTIVE SALARIES	9,800	16,000	16,000	6,000	16,000	16,000	16,000	-	0%
211 SOCIAL SECURITY TAXES	560	992	992	372	992	992	992	-	0%
212 MEDICARE TAXES	190	232	232	87	232	232	232	-	0%
241 WORKER'S COMPENSATION	24	46	46	21	27	27	27	(19)	(41)%
311 MANAGEMENT FEES	182,937	200,031	200,031	116,686	210,033	210,033	210,033	10,002	5%
312 ENGINEERING SERVICES	11,484	22,600	22,600	2,259	21,100	21,100	21,100	(1,500)	(7)%
313 LEGAL SERVICES	2,300	5,500	5,500	3,051	6,500	6,500	6,500	1,000	18%
314 TAX COLLECTOR FEES	26,708	27,737	27,737	26,352	27,737	27,737	27,737	-	0%
316 DEED COMPLIANCE SVCS	43,164	37,691	37,691	21,986	39,246	39,246	39,246	1,555	4%
318 TECHNOLOGY SERVICES	6,443	-	-	-	-	-	-	-	
319 OTHER PROFESSIONAL SVCS	13,383	6,573	9,573	4,680	19,600	19,600	19,600	13,027	198%
322 AUDITING SERVICES	9,500	9,500	9,500	7,125	9,500	9,500	9,500	-	0%
343 SYSTEMS MGMT SUPPORT	1,450	1,485	3,485	894	3,710	3,710	3,710	2,225	150%
344 PAYROLL SERVICES	-	162	162	207	352	352	352	190	117%
349 MISC CONTRACTUAL SVCS	4,668	-	-	-	-	-	-	-	
412 POSTAGE	-	100	100	-	100	100	100	-	0%
431 ELECTRICITY	23,481	27,882	27,882	12,684	27,882	27,882	27,882	-	0%
434 IRRIGATION WATER	22,739	24,683	24,683	8,939	24,683	24,683	24,683	-	0%
442 EQUIPMENT RENTAL	-	1,000	500	-	500	500	500	(500)	(50)%
451 CASUALTY & LIABILITY INSUR	5,895	5,860	5,860	5,895	6,650	6,650	6,650	790	13%
461 EQUIPMENT MAINTENANCE	-	2,000	500	-	500	500	500	(1,500)	(75)%
462 BUILDING/STRUCTURE MAINT	52,354	139,102	137,102	44,025	122,325	122,325	122,325	(16,777)	(12)%
463 LANDSCAPE MAINT-RECURRING	443,375	443,387	443,387	231,620	532,601	532,601	532,601	89,214	20%
464 LANDSCAPE MAINT-NON RECURRING	77,581	61,500	61,500	41,421	49,500	49,500	49,500	(12,000)	(20)%
468 IRRIGATION REPAIR	22,132	29,000	29,000	12,627	26,684	26,684	26,684	(2,316)	(8)%
469 OTHER MAINTENANCE	99,738	97,740	97,740	63,274	66,064	66,064	66,064	(31,676)	(32)%
471 PRINTING & BINDING	-	500	500	-	500	500	500	-	0%
493 PERMITS & LICENSES	175	250	250	175	250	250	250	-	0%
497 LEGAL ADVERTISING	1,121	1,300	1,300	417	1,300	1,300	1,300	-	0%
499 MISC CURRENT CHARGES	-	500	500	19	-	-	-	(500)	(100)%
522 OPERATING SUPPLIES	86	1,500	500	-	500	500	500	(1,000)	(67)%
633 INFRASTRUCTURE	106,936	428,055	428,055	-	192,271	192,271	192,271	(235,784)	(55)%
911 TRANS TO GENERAL R&R	50,000	50,000	50,000	29,170	45,000	45,000	45,000	(5,000)	(10)%
912 TRANS TO OTHER ROADS	100,000	100,000	100,000	58,335	100,000	100,000	100,000	-	0%
913 TRANS TO CART PATH R&R	-	-	-	-	5,000	5,000	5,000	5,000	
TOTAL APPROPRIATIONS	1,318,224	1,742,908	1,742,908	698,321	1,557,339	1,557,339	1,557,339	(185,569)	(11)%

**FY 2021-22
DISTRICT 3
CAPITAL PROJECTS**

Account	Location	Description	Requested	Recom	Proposed	Funding Source
633	Villa Alexandria	Mill & Overlay	\$ 75,185	\$ 75,185	\$ 75,185	Road R&R
	Villa Voldosta	Mill & Overlay	\$ 117,087	\$ 117,087	\$ 117,087	Road R&R
	Total District 3 Capital Projects		\$ 192,272	\$ 192,272	\$ 192,272	

DISTRICT # 3 - WORKING CAPITAL & R & R FUNDS BALANCES

Working Capital (Unassigned)	Amend 2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Beginning Balance	1,304,628	1,326,062	1,353,218	1,428,773	1,483,440	1,513,002
Deposits	1,339,287	1,373,253	1,373,253	1,373,253	1,373,253	1,373,253
Expenditures - Operating (1%)	624,226	600,549	606,555	612,620	618,746	624,934
**Landscape Contract & Pinestraw	443,387	532,601	532,601	532,601	532,601	532,601
Plant Replacement Non-recurring	61,500	49,500	0	0	0	0
Capital Improvement Plan Expenditures	38,740	13,447	8,543	23,365	42,344	18,212
Transfer/ Deposit to R & R	150,000	150,000	150,000	150,000	150,000	210,000
Ending Balance	1,326,062	1,353,218	1,428,773	1,483,440	1,513,002	1,500,508

RESERVES

General R & R (Committed)	Amend 2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Beginning Balance	476,298	226,298	271,298	316,298	361,298	406,298
Deposits	50,000	45,000	45,000	45,000	45,000	100,000
Capital Improvement Plan Expenditures	300,000	0	0	0	0	0
Ending Balance	226,298	271,298	316,298	361,298	406,298	506,298

Road R & R (Committed)	Amend 2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Beginning Balance	215,340	315,340	223,069	153,592	253,592	353,592
Deposits	100,000	100,000	100,000	100,000	100,000	100,000
Capital Improvement Plan Expenditures	0	192,271	169,477	0	0	0
Ending Balance	315,340	223,069	153,592	253,592	353,592	453,592

Cart Path Reserve (Committed)	Amend 2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Beginning Balance	21,391	21,391	7,421	12,421	17,421	22,421
Deposits	0	5,000	5,000	5,000	5,000	10,000
Capital Improvement Plan Expenditures	0	18,970	0	0	0	0
Ending Balance	21,391	7,421	12,421	17,421	22,421	32,421

Total Working Capital & Reserves	1,889,091	1,855,006	1,911,083	2,115,750	2,295,312	2,492,818
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Restricted Capital Project 2013 Phase II Excess Revenue

	Amend 2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Beginning Balance	113,143	17,477	48,495	0	27,980	54,277
Deposits	32,389	31,018	29,522	27,980	26,297	24,519
Capital Improvement Plan Expenditures	128,055	0	78,017	0	0	0
Ending Balance	17,477	48,495	0	27,980	54,277	78,796

FY 20-21 Operating Budget	\$ 1,167,853
3 Months	\$ 291,963
4 Months	\$ 389,284

DISTRICT #3 - DEBT SERVICE FUND - 2013 ASSESSMENT BONDS

	2020-21 Amended Budget	2021-22 Requested Budget	2021-22 Recommnd Budget	2021-22 Proposed Budget
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Debt Service

Beginning Balance	73,692	49,235	49,235	49,235
Deposits	310,110	289,704	289,704	289,704
Expenditures	334,567	304,145	304,145	304,145
Ending Balance	49,235	34,794	34,794	34,794

The Villages®
Community Development Districts
District 3

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 3

FROM: District Staff

DATE: 6/11/2021

SUBJECT: **Old Business Status Update**

ISSUE: Old Business Status Update - June 11, 2021

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
▣ Old Business Status Update	Cover Memo

VCDD No. 3 Old Business Status Update

ITEM	DATE ADDED	ASSIGNED DEPT	ACTION	STATUS (If Applicable)	COMPLETE
Summerhill Postal Facility (D3-1) Pipe repair/replacement update	5/14/21	DPM		Cured-in-place-pipe lining is scheduled for prep work to begin on June 18 th and installation on June 21 st . After sleeve installation, this project will be complete. The total cost to District 3 is \$60,742.65.	
Non- VCDD No. 3 Items					

The Villages®
Community Development Districts
District 3

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 3

FROM: Richard Baier, District Manager

DATE: 6/3/2021

SUBJECT: **Case No. D3-03-21 VCDD No. 3 vs. HUD, 748 Artesia Avenue**

ISSUE:

ANALYSIS/INFORMATION:

When hearing and deciding alleged violations of the District's Deed Compliance Rule this Board is acting in a quasi-judicial capacity. You are acting in a similar capacity as a Judge. This means that Due Process shall govern all proceedings:

- A) Proper notice must be given to the alleged violator;
- B) The alleged violator must have an opportunity to be heard; and,
- C) The Board's decision must be made on substantial competent evidence.

Associated with quasi-judicial actions is the prohibition of ex-parte communications which means that Board Members shall not speak with the alleged violator, Staff or other interested parties or review evidence or materials related to the alleged violations outside the public hearing and without first providing notice to any adversely affected parties.

As a Board Member you should only hear and consider evidence that is presented to you at the hearing. Thus, you will note that you have not been provided with any back-up information concerning the cases that will be presented to you at the hearing. This is to avoid any allegations accusing you of receiving ex-parte communications which could result in a complaint being filed against you and the Circuit Court reversing the Board's order.

If, following the conclusion of a Public Hearing, a member of the public would like to obtain a copy of support documentation presented by Staff that information can be obtained from Community Standards Staff at (352) 751-3912.

STAFF RECOMMENDATION:

MOTION:

The Villages®
Community Development Districts
District 3

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 3

FROM: Richard Baier, District Manager

DATE: 6/3/2021

SUBJECT: **Case No. D3-04-21 VCDD No. 3 vs. Tory Luliucci, 3278 Richmond**

ISSUE:

ANALYSIS/INFORMATION:

When hearing and deciding alleged violations of the District's Deed Compliance Rule this Board is acting in a quasi-judicial capacity. You are acting in a similar capacity as a Judge. This means that Due Process shall govern all proceedings:

- A) Proper notice must be given to the alleged violator;
- B) The alleged violator must have an opportunity to be heard; and,
- C) The Board's decision must be made on substantial competent evidence.

Associated with quasi-judicial actions is the prohibition of ex-parte communications which means that Board Members shall not speak with the alleged violator, Staff or other interested parties or review evidence or materials related to the alleged violations outside the public hearing and without first providing notice to any adversely affected parties.

As a Board Member you should only hear and consider evidence that is presented to you at the hearing. Thus, you will note that you have not been provided with any back-up information concerning the cases that will be presented to you at the hearing. This is to avoid any allegations accusing you of receiving ex-parte communications which could result in a complaint being filed against you and the Circuit Court reversing the Board's order.

If, following the conclusion of a Public Hearing, a member of the public would like to obtain a copy of support documentation presented by Staff that information can be obtained from Community Standards Staff at (352) 751-3912.

STAFF RECOMMENDATION:

MOTION:

The Villages®
Community Development Districts
District 3

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 3

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	Type
❑ Financial Statement	Cover Memo
❑ Cash & Investment Summary	Cover Memo

The Villages®

Community Development Districts

District 3

Financial Statement Summary

As of April 30, 2021

Revenues and Other Available Resources

Year-to-Date (YTD) Revenues of \$1,365,000 are slightly less than prior year-to-date (PYTD) revenues of \$1,395,000 and are just under 100% of budgeted revenues of \$1,372,000.

- The District has collected 99% of the budgeted maintenance assessments in the amount of \$1,318,000. 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.
- Prior year other income includes receipts from FEMA for Hurricane Irma relief.
- Investment earnings of \$45,000 (\$2,000 realized gains and \$43,000 unrealized gains) are greater than prior year to date earnings of \$5,000, and compare favorably to the annual budgeted earnings of \$8,000.

The District has received 99% of the budgeted revenues through the county tax collections while the expenses will be incurred ratably over the 12-months. *As of April 30th, 58% of the year has lapsed.*

Expenses and Other Changes

Year-to-Date Operating Expenses of \$611,000 are greater than prior year-to-date expenses of \$597,000. Year to date spending is 52% of the budgeted expenses of \$1,165,000.

- Management and Other Professional services include Management fees, Deed Compliance fees, Tax Collection fees and Technology Service fees. Management fees increased a budgeted 6% over prior year.
- Utility Services are less than prior year levels and at 41% of budgeted expenses of \$53,000.
- Building, Landscape and Other Maintenance Expenses totaling \$393,000 are greater than prior year, and are at 51% of budgeted expenses of \$770,000.
- Capital Outlay includes a budget for a Mill and Overlay and Pump Station replacement.
- A total of \$88,000 has been transferred to Committed Renewal and Replacement; no change from prior year.

Change in Unreserved Net Position

Year-to-Date increase in Unreserved Net Position of \$667,000 is less than prior year increase of \$703,000. By year-end, based on the anticipated revenues and expenditures, the District is expected to meet the budget decrease in Unreserved Net Position of (\$371,000).

Investment Earnings

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

	CFB	FLCLASS	FL PALM	FL-FIT	VANGUARD	FLGIT **	LTIP **
Current Month	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 3

Statement of Activity
For the Seven Months Ending April 30, 2021 (58% of budget year)

Original Budget	Amended Budget	Budget % used		YTD Actual	PYTD Actual	Variance
			REVENUES:			
\$ 1,331,353	\$ 1,331,353	99%	Maintenance and Other Special Assessments	\$ 1,317,587	\$ 1,319,054	\$ (1,467)
400	400	586%	Other Income	2,346	70,998	(68,653)
<u>7,534</u>	<u>7,534</u>	<u>599%</u>	Investment Income	<u>45,130</u>	<u>4,649</u>	<u>40,481</u>
1,339,287	1,339,287	102%	Total Revenues	1,365,063	1,394,702	(29,639)
<u>32,389</u>	<u>32,389</u>	<u>0%</u>	Transfer In - Debt Service	<u>-</u>	<u>-</u>	<u>-</u>
\$ 1,371,676	\$ 1,371,676	100%	Total Available Resources:	\$ 1,365,063	\$ 1,394,702	\$ (29,639)
			EXPENSES:			
17,270	17,270	38%	Personnel Services	6,480	5,192	1,289
311,279	316,279	58%	Management and Other Professional Services	183,239	181,378	1,862
52,565	52,565	41%	Utility Services	21,624	23,181	(1,557)
773,229	769,729	51%	Building, Landscape and Other Maintenance	392,986	380,785	12,201
<u>10,510</u>	<u>9,010</u>	<u>72%</u>	Other Expenses	<u>6,487</u>	<u>6,596</u>	<u>(109)</u>
1,164,853	1,164,853	52%	Total Operating Expenses	610,817	597,132	13,685
428,055	428,055	0%	Capital Outlay - Infrastructure and FFE	-	7,021	(7,021)
<u>150,000</u>	<u>150,000</u>	<u>58%</u>	Transfers out of Unrestricted Fund	<u>87,505</u>	<u>87,505</u>	<u>-</u>
<u>578,055</u>	<u>578,055</u>	<u>15%</u>	Total Other Changes	<u>87,505</u>	<u>94,526</u>	<u>(7,021)</u>
<u>1,742,908</u>	<u>1,742,908</u>	40%	Total Expenses and Other Changes	<u>698,322</u>	<u>691,658</u>	<u>6,664</u>
<u>\$ (371,232)</u>	<u>\$ (371,232)</u>		Change in Unreserved Net Position	<u>\$ 666,741</u>	<u>\$ 703,044</u>	<u>\$ (36,303)</u>
			Total Cash, Net of Bond Funds	<u>\$ 2,889,439</u>	<u>\$ 2,667,735</u>	<u>\$ 221,703</u>
			Fund Balance			
			Unassigned	1,971,369	1,742,939	
			Restricted - Capital Project Ph I	-	22,239	
			Restricted - Capital Project Ph II	113,143	89,259	
			Committed R and R General	505,468	455,468	
			Committed R and R Cart Paths & Villa Roads	<u>295,126</u>	<u>277,435</u>	
			Total Fund Balance	<u>\$ 2,885,106</u>	<u>\$ 2,587,341</u>	<u>\$ 297,765</u>

The Villages®
Community Development Districts
District 3

CASH AND INVESTMENT SUMMARY
As of April 30, 2021

Fund Code	Account Name	Bank	Balance as of 10/01/20	Current Balance	Reconciled Yes/No
GENERAL FUND					
001	Cash Operating Acct	CFB	25,272.14	50,421.08	Yes
001	FLCLASS	FLCLASS	542,740.30	1,037,612.69	Yes
	Sub-total Cash & Cash Equivalents		568,012.44	1,088,033.77	
001	FLFIT	FLFIT	657,346.52	100,000.16	Yes
001	VANGUARD	VAN	-	658,695.30	
001	FLGIT	FLGIT	668,066.28	668,315.19	Yes
001	Long Term Investment	USB	318,734.02	374,394.11	Yes
	Sub-total Investments		1,644,146.82	1,801,404.76	
	TOTAL - General		2,212,159.26	2,889,438.53	

202	Revenue Fund 2013	USB	41,574.85	259,121.75	Yes
202	Principal PrePay 2013	USB	32,097.51	32,497.48	Yes
	TOTAL - Debt service		73,672.36	291,619.23	

Grand Totals

2,285,831.62	3,181,057.76
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The Villages®
Community Development Districts
District 3

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 3

FROM: DPM Staff

DATE: 6/11/2021

SUBJECT: **DPM Monthly Report**

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
□ D3 DPM Report	Cover Memo

The Villages®

Community Development Districts

Property Management

District 3

June 2021

LANDSCAPE DIVISION

Upcoming Projects:

1. New flowers due in mid to end of June. Determined by pump schedule.

Prior Month Project Status:

1. Reviewing the proposal for Parsonii along the MMP. With adjustments, process should begin during the month of May. Project on hold due to pump station rebuild as water will be unavailable for some days.

Completed Projects:

1. Placed new sod at Summerhill Basin due to pipe failure.
2. Improved the line of sight at Glenbrook gate.

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:

1. Spring Hydrilla treatment for the following basins: D3-45
2. Buena Vista Blvd Pump Station delivery is scheduled for June 16th.
3. Remove and rebuild for pump station on Buena Vista Blvd scheduled June 17th to June 23rd.

Prior Month Project Status:

Completed Projects:

General Maintenance:

1. General maintenance to pump house B inspections, cleaning & services.
2. Algae and nuisance vegetation control treatments.

INFRASTRUCTURE DIVISION

Upcoming Projects:

1. The following locations have been rescheduled for painting at the end of July, pending various repairs:
 - Villa Natchez
 - Villa Valdosta
 - Villa of Polo Ridge Sign
 - Glenbrook Entry
 - Belle Aire Entry
 - Summerhill Entry Sign (Woodbridge)
 - Summerhill Entry Sign on Rd 101
 - Amelia Villas
 - Fernandina Villas
2. Mill and overlay has been rescheduled for the following locations:
 - Fernandina Villas (beginning May 24th)
 - Amelia Villas (beginning May 27th)
 - Summerhill Facilities (beginning June 1st)

Prior Month Project Status:

1. Basin D3-1 (located at Summerhill Postal) had pipe replacement finished on April 22nd. Installation for sleeving the pipe is scheduled for mid-June.

Completed Projects:

1. Repairs were completed on the timber bridge located on the multimodal path near Glenview Road and Buena Vista Boulevard on May 6th.
2. Sunbury wall repairs before painting were completed on May 5th.
3. Glenview bridge was pressure-washed on May 12th.
4. Pressure-washing was completed on May 14th for the following locations:
 - Villa Berea
 - Villa Valdosta
 - Villa Natchez
 - Alexandria Villa
 - Fernandina Villa
 - Amelia Villa
 - Summerchase Villa
 - Villa St Simons
 - Polo Ridge Entry
 - Glenbrook Entry and Signs
 - Glenview Entry
 - Belle Aire Entry
 - Summerhill Entry Sign Woodridge Dr
 - Summerhill Entry Sign Rd 101/Woodridge Dr
 - Sunbury Of Glenview

General Maintenance:

1. Bee removal was completed at Sunset Pointe entry walls on May 5th.
2. Lake Miona walls were repaired on May 12th after bee removal.
3. Broken fence boards were replaced along the west side of BVB from SR 466 toward Southern Trace.
4. 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

The Villages®
Community Development Districts
District 3

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 3

FROM:

DATE:

SUBJECT: COVID-19 Update

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

The Villages®
Community Development Districts
District 3

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 3

FROM: District Staff

DATE: 6/11/2021

SUBJECT: AAC After Agenda

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
□ After Agenda	Cover Memo



*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*

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

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:

8. 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.