



Seat 1 - Cliff Wiener, Vice Chairman
Seat 2 - Cary Sternberg, Supervisor
Seat 3 - Jim Murphy, Chairman
Seat 4 - Mark Hayes, Supervisor
Seat 5 - Don Deakin, Supervisor

Monthly Board Meetings are held at:

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

AGENDA

June 11, 2021

1:30 PM

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.

If you have a general comment that is not included as an item on the agenda please come before the Board during the Public Comment Period portion of the meeting. If your comment pertains to a specific item on the agenda, the Chairman or Vice Chairman will request public comments when the item is addressed. Thank you for attending the meeting and for your interest in your local government.

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

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

NEW BUSINESS:

5. Adoption of Resolution 21-08: FY2021-22 Proposed Budget
Adoption of Resolution 21-08 to approve the Fiscal Year 2021-22 Proposed Budget and to set the public hearing to adopt the Fiscal Year 2021-22 Final Budget.
6. Supervisor Comments
 - A. Supervisor Deakin: AAC After Agenda
7. Committee Updates
 - A. Investment Advisory Committee: Primary - Jim Murphy, Alternate - Mark Hayes
 - B. Multi-Modal Path Discussion Group: Cliff Wiener
 - C. Liaison to MCSO & VPSD: Mark Hayes
 - D. Liaison to MCBOCC: Don Deakin

OLD BUSINESS:

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

PUBLIC HEARINGS:

9. Case No. D4-07-21 VCDD No. 4 vs. Lucille Todd, 17479 SE 82nd Pecan Terrace
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:

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

REPORTS AND INPUT:

12. District Manager Reports
 - A. COVID-19 Update
13. District Counsel Reports

14. Public Comment Period

15. 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 4

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 4

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. 4**

A meeting of the Board of Supervisors of Village Community Development District No. 4 was held on Friday, May 14, 2021 at 1:30 p.m. in the Ashley Wilkes Room at the Savannah Recreation Center, 1545 Buena Vista Blvd., The Villages Florida, 32162.

Board members present and constituting a quorum:

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| Jim Murphy | Chairman |
| Cliff Wiener | Vice Chairman |
| Mark Hayes | Supervisor |
| Don Deakin | Supervisor |
| Cary Sternberg | Supervisor |

Staff Present:

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|-----------------|---------------------------------------|
| Kenny Blocker | Deputy District Manager |
| Carrie Duckett | Assistant District Manager |
| Mark Brionez | District Counsel |
| Barbara Kays | Budget Director |
| Anne Hochsprung | Finance Director |
| Mark LaRock | Purchasing Director |
| Bruce Brown | District Property Management Director |
| Jennifer Farlow | District Clerk |
| Katie Evans | Assistant to District Clerk |

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

A. Roll Call

Chairman Murphy called the meeting to order at 1:30 p.m. and stated for the record that all Supervisors were present representing a quorum.

B. Pledge of Allegiance

Chairman Murphy led the Pledge of Allegiance.

C. Observation of a Moment of Silence

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

D. Welcome Meeting Attendee

Chairman Murphy welcomed all those residents in attendance at the Village Community Development District (VCDD) No. 4 meeting.

E. Public Comment Period

Lee Clarke, Soulliere Villas, thanked the Board for their support with her appointment as the District 4 Alternate on the Architectural Review Committee (ARC).

John Douglas, 17551 SE 90th Clemson Circle, requested clarification of various items included within his deed restrictions, as well as building setbacks. Carrie Duckett, Assistant District Manager, suggested that Mr. Douglas meet with Community Standards Staff, who can provide clarification on the deed restriction related items, but advised that the building setbacks fall under the purview of Marion County.

John Fowler, Soulliere Villas, requested clarification on the schedule for resurfacing of the Soulliere Villas roads, and advised that there are several sprinkler heads broken in various areas. Bruce Brown, District Property Management (DPM) Director, advised that Staff is aware of the roadway deterioration that is occurring and is working to determine the cause. Mr. Brown advised that he will speak with the resident to determine where sprinkler heads need to be replaced.

Vice Chairman Wiener advised he has received inquiries from residents about upcoming roadway repairs and requested that the Board be provided with a list of roadways to be repair within the next year. Mr. Brown advised that Staff would provide the Board with a copy of the five (5) year roadway Capital Improvement Plan (CIP).

Supervisor Sternberg inquired if the District has any recourse against the Developer to address the roadway issues in Soulliere Villas. The District did not anticipate having to repave the roadways within two (2) years. Mr. Brown stated Staff is communicating with the Developer.

Vice Chairman Wiener requested that the Soulliere Villa roadways repair be added to the Old Business Status Update.

John Fowler, Soulliere Villas, readdressed the Board and advised that previously there was previously a backup of water through the sewer systems, which could be a cause for the roadway damage.

SECOND ORDER OF BUSINESS: Law Enforcement Quarterly Update

Supervisor Hayes introduced Lt. Dan Rosa, District Commander of the Marion County Sheriff's Office (MCSO). Lt. Rosa advised that for April 2021, the MSCO has made four (4) arrests, two (2) felony charges and 18 misdemeanor charges, 12 warrants were served, a total of 171 traffic stops were made, 14 domestic battery cases, none of which were from The Villages area, 90 written incident reports were made, and 69 follow-ups were conducted for a total of 1,268 man hours. Lt. Rosa advised that there have been a large number of catalytic converters that have been stolen from vehicles recently. Lt. Rosa responded to the inquiries of the Board.

CONSENT AGENDA:

Chairman Murphy 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 action is required unless desired by the Board Supervisor or a member of the public.

The Board addressed the items on an individual basis.

THIRD ORDER OF BUSINESS: Approval of the Minutes

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| On MOTION by Mark Hayes, seconded by Cary Sternberg, with all in favor, the Board approved the Minutes from the Board Meeting held on April 9, 2021. |
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FOURTH ORDER OF BUSINESS: Annual Renewal of Agreements 2021-2022

Chairman Murphy advised that he addressed concerns about the reflectivity of the striping that has been utilized in the past.

Supervisor Deakin inquired if DPM Staff reviews the reflectivity at night, following the installation of re-striping. Mr. Brown stated that DPM Staff does complete a review of the striping, both during the day and at night. Supervisor Deakin requested that DPM review a section along Belle Meade that appears to be missing glass beads.

On MOTION by Don Deakin, seconded by Cary Sternberg, with all in favor, the Board approved the following Annual Renewal Agreements: Asphalt Paving Systems, Inc., Renewal 2 of 2, Contract #18P-024, Pavement Technology Inc., Renewal 2 of 2, Contract #18P-024 and Tri-State Asphalt Corp., Renewal 2 of 2, Contract #18P-024 and authorized the Chairman/Vice Chairman to execute the Agreements.

FIFTH ORDER OF BUSINESS: Supervisor Comments

A. Committee Updates

a. Investment Advisory Committee: Primary – Jim Murphy, Alternate – Mark Hayes

Chairman Murphy advised the Investment Advisory Committee (IAC) met on May 4, 2021 and provided a brief overview of the information provided by PFM.

b. Multi-Modal Path Discussion Group: Cliff Wiener

There was no Multi-Modal Path Discussion Group (MMPDG) update to be provided.

c. Liaison to MCSO and VPSD: Mark Hayes

Supervisor Hayes advised that the April and May Villages Public Safety Department (VPSD) presentations made to the Village Center Community Development District (VCCDD) Board have been provided to the Board via email.

d. Liaison to MCBOCC: Don Deakin

Supervisor Deakin advised that the Marion County Planning and Zoning Board held a Public Hearing on April 26, 2021 to consider a plan to develop the 40 acres east of the VA Clinic and Phillips Villas. A large number of residents attended the meeting to voice their concerns about the construction of apartments at this location. The Marion County Board of County Commissioners (MCBOCC) will meet on May 18, 2021 to discuss the plan.

Supervisor Hayes advised that the MCBOCC agenda is posted online and includes an overview of the proposed development.

Supervisor Sternberg stated that he concerns about an individual Board of Supervisor attending other governmental entity meetings, indicating that he is representing the District and voicing opposition to a political issue that does not fall under the purview of this Board. Supervisor Sternberg stated that

he would encourage anyone to attend a meeting, as private citizens, but is against a Board Supervisor attending a meeting, identifying themselves as a District 4 Supervisor and indicating that you are representing the Board and the citizens of District 4.

Chairman Murphy and Vice Chairman Weiner concurred with Supervisor Sternberg's statement and consensus of the Board was that an individual Supervisor would not attend meetings identifying themselves as a District 4 Board Supervisor while providing their personal opinion on items or issues.

Supervisor Deakin advised the After Agenda from the Amenity Authority Committee (AAC) meeting held on May 12, 2021 was provided to the Board as information, and highlighted the following:

- The Committee recommended approval of the Fiscal Year 2021/2022 Recreation Amenities Division (RAD) Proposed Budget to the Village Center Community Development District (VCCDD) Board.
- The Groundbreaking Ceremony for the First Responders Recreation Center will be held on Tuesday, May 26, 2021 at 9:30 a.m.

Vice Chairman Wiener requested an update on the removal of signage from District-owned right-of-ways (ROWs), as was discussed during the April Board meeting. Ms. Duckett advised that this item is included on Old Business for an update.

Vice Chairman Wiener requested a status update on the Mistiwood Lane Pipe repair. Mr. Brown advised that as provided to the Board via email, due to a nationwide shortage of product, the project will not be able to be completed until the first or second week in June. Staff will include this item on the Old Business Update.

Chairman Murphy suggested that Staff identify a more efficient form of monitoring the District's amenity facilities to ensure the facilities are being utilized only by Village residents. Additionally, once construction is completed, the First Responders Recreation Center may be difficult to monitor utilizing the current monitoring system, because of the location. Ms. Duckett stated Staff will communicate Chairman Murphy's concerns with the Recreation Department.

Supervisor Deakin stated that there will be a gate located at the entrance to the First Responders Recreation Center for those cars accessing the facility from CR 42. There will also be a three (3) board fence installed around the perimeter of the Recreation Facility.

Chairman Murphy advised he has noticed various deed compliance violations pertaining to landscape beds located in the Districts ROW and suggested that Staff forward a letter to the residents advising of the Deed Restriction violation. Ms. Duckett stated that the Board previously directed Staff to utilize a public information program for a one (1) year period, which provides that if a complaint is received for an unapproved improvement within the road ROW, communication is made with the homeowner, and a request is made for voluntary compliance prior to October 1, 2021. After October 1, 2021 the District will then have the ability to take action to remove the improvements from the ROW. Ms. Duckett advised that at this time, the Community Standards Department has not received any complaints regarding improvements within the road ROW. Ms. Duckett stated that Community Standards will put together an informational piece advising that residents must submit an Architectural Review Committee (ARC) approval for any improvements.

SIXTH ORDER OF BUSINESS: Old Business Status Update

Ms. Duckett provided the following Old Business Status Updates:

- Review Landscaping at Phillips Villa entry: The requested information has been provided to the Board.

Eileen Deckler, Phillips Villas, inquired if the landscaping at the Phillips Villa entry would be discussed further at the upcoming Budget Workshop. Ms. Duckett advised that at this time, Staff is not recommending a change to the Phillips Villa entry. The Board concurred to maintain the current landscape design plan for the Phillips Villa entry.

- Courtyard Villa driveway design: Candy Dennis, Community Standards Manager, advised that on April 9, 2021 the Board was presented with a petition to permit designs/stamped patterns in Phillip Villas. After discussion, the Board directed Staff to bring back verbiage within the Architectural Review Manual to allow his option. The proposed revision is:

2.5 Driveways, Walkways, Patios, Front Entry Flooring

3. Design/Stamped Pattern: Courtyard villa driveway designs/stamped patterns are allowed provided a petition, approved by the ARC, listing the desired color and design/stamped pattern is signed by 75% of the homeowners in the villa unit. Only one signature per homesite is permitted. Driveways may include a non-verbiage design no larger than three (3) feet by three (3) feet, shall be centered and remain a minimum of twelve (12) feet

from the street. Designs are not permitted on any courtyard villa walkway. Borders are permitted no larger than four (4) inches wide. This includes the front entryway under the existing roof line. Once the petition has been approved by the ARC, all courtyard villa designs/stamped patterns will be submitted to the ARC for review to ensure compliance with this policy. Hot, electric, neon or bright colors are not permitted.

Ms. Dennis advised that following the meeting Staff worked with the residents to identify specific designs that would be utilized, and is recommending approval of the petition process for courtyard villa driveway designs/stamped patterns.

In response to an inquiry received from Supervisor Deakin, Ms. Dennis advised that if another courtyard villa desired to have the same adopted driveway designs/stamped patterns, they would have to follow the petition process.

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| On MOTION by Cary Sternberg, seconded by Mark Hayes, with all in favor, the Board approved the petition process for courtyard villa driveway designs/stamped patterns. |
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Ms. Duckett continued with the following Old Business Status Updates:

- Removal of signage from District ROWs: The Deed Restrictions provide for home units: “A sign showing the Owner’s name will be permitted in common specifications to be set forth by the Developer. No other signs or advertisements will be permitted without the express written consent of the Developer; for villa units: no sign of any kind shall be displayed to public view on a Homesite of the Common area without the prior written consent of the Developer, except customary name and address signs. Professional signs advertising a property for sale or rent shall be permitted. The external deed restriction standards provide the following exceptions: security: small decals or small signs may be placed on doors, windows and planting beds next to the house; lawn care: state law allows for a sign to be placed on the newly-treated lawn until dry.” Ms. Duckett advised that the Developer has provided an Affirmation and Consent allowing a professionally prepared sign not to exceed 24” by 24” affixed to an exterior window of a residence. Ms. Duckett advised that when Staff receives a complaint, the violation is verified, if no violation exists, the case is closed. If a violation is verified, Staff knocks on the door to make contact with the resident. If no

contact is made, Staff initiates a phone call, when they return from the field to educate the resident regarding the deed restrictions. If no contact is made through a phone call, Staff returns to the property the following day and knocks on the door. If contact is made, Staff strives for voluntary compliance. If no contact is made at that time, a Deed Restriction Reminder is written and Staff follows the process to bring the property into compliance. Ms. Duckett advised from May 1, 2020 through April 30, 2021, there have been a total of 97 complaints received regarding signage, in which 10 have resulted in a written violation. Ms. Duckett advised that enforcement of signage on District-owned property is handled by Staff receiving a complaint followed by Staff visiting the area and if the sign is located on District Owned Property or the Common Areas, Staff will remove the sign and leave it at the Savannah Center in the rear of the property and place in the dumpster after 24 hours. Chief Wolfe, Community Watch, advised it is the policy of Community Watch to respond to all inquiries related to posted signs for the purpose of determining if the posted sign is on District Property or within the right of way. With the approval of their Supervisor, patrol drivers may be directed to remove signs from District Property or within the road right of way due for line of sight, safety or aesthetic issues. Chief Wolfe further reviewed the locations where signs shall be removed from as information to the Board advising the following examples: signs shall be removed from clearly defined District property as current policy defines; Rear Property Lines: easements & right-of-ways determined by line of sight using (electric utility boxes, light poles, etc.) as a guide; Street Front Property Lines: easements & right-of-ways determined by line of sight using (fire hydrants, etc.) as a guide; Within the boundary/property where a street light, road sign or a utility equipment (electrical, cable, etc.) box is installed; Medians and Islands on Morse Blvd., Buena Vista Blvd., El Camino Real, CR 466, CR 466A and similar type roadways; The property is located within roundabouts or cul-de-sacs; Property along public roadways in which a villa wall, golf course or retention pond abuts the roadway and all signs posted onto light poles, street signs, stop signs or other signs erected by the District, County or State Government. Chief Wolfe advised the plan of action by Community Watch is that all patrol drivers were retrained on “right-of-way” definitions and were instructed to use the “line of sight methodology” of the

street signs and utility boxes to determine applicable areas. Chief Wolfe advised within the last 35 days, a total of 103 signs have been removed within District 4.

Supervisor Hayes suggested Community Watch contact the residents when they notice a violation has occurred.

Supervisor Deakin requested a paper copy of the signage information be provided.

Staff responded to the Supervisors' inquiries.

The Board recessed the meeting at 3:12 p.m. and resumed at 3:17 p.m.

SEVENTH ORDER OF BUSINESS: Courtyard Villa Driveway Designs/Stamped Pattern

The item was previously addressed.

**EIGHTH ORDER OF BUSINESS: Case No. D4-05-21 VCDD No. 4 vs. Wayne Racine,
17555 SE 90th Clemson Circle**

A. District Counsel Overview of Public Hearing Process

Mark Brionez, District Counsel, provided an overview of the Public Hearing process as information to the Board and residents in attendance.

B. Swearing In of Those Providing Evidence/Testimony

Jennifer Farlow, District Clerk, administered the swearing in of those individuals who identified that they would be providing evidence and/or testimony in this case.

C. Open Public Hearing

Chairman Murphy opened the Public Hearing at 3:18 p.m.

D. Staff Presentation of the Facts

Candy Dennis, Community Standards Manager, advised that Case No. D4-05-21, Village Community Development District (VCDD) No. 4 vs. Wayne & Elizabeth Racine, 17555 SE 90th Clemson Circle, Unit 46, Lot 54, is a violation of the District's Rule to Bring About Deed Compliance and specifically the Rule that states: "2.2: No Building or structure shall be constructed, erected, placed on any Homesite until the construction plans and specifications and a plan showing the location of the building or structure have been approved by the Developer. 2.12: No building or other improvements shall be made within the easements reserved by the Developer without prior written approval of the

Developer.” On December 29, 2020 a complaint was received regarding landscaping not in accordance with architectural approval and on December 30, 2020 the violation was verified and a Deed Restriction Reminder was written. Ms. Dennis advised that after following the Procedures of Compliance for External Deed Restrictions, a Notice of Public Hearing was sent regular mail and certified mail on April 9, 2021. Staff has had numerous conversations with Mr. Racine, who has been to the Community Standards office on numerous occasions. The front and sides of the home are in compliance with the District’s adopted Rule. The landscaping and pergola in the rear of the property encroaches the seven-and-a-half (7½) foot easement, and the owner has indicated he would comply and remove the pergola and decking. Ms. Dennis advised that Staff recommends that the Board find the Owner in violation of the District’s Deed Compliance Rule as cited by the Deed Compliance Staff; Owner has thirty (30) days to bring the property into compliance; if the property is brought into compliance within thirty (30) days of the Order of Enforcement, Case No. D4-05-21 shall be closed; if the property is not brought into compliance within thirty (30) days of the Order of Enforcement, impose a \$150 fine to be paid within ten (10) days of the invoice and impose a \$50 daily fine until the property is brought into compliance; it is the Owners responsibility to contact the Community Standards Department to request a Deed Compliance Officer re-visit the property to confirm compliance; if the fines reach \$1,500, the case shall be turned over to District Counsel to seek all available remedies which may include initiating a lawsuit, seeking an injunction against the Owner and placing a lien on the property and the Chairman shall execute the Order of Enforcement.

Supervisor Sternberg inquired if Mr. Racine received approval from the Architectural Review Committee (ARC) to construct the pergola. Ms. Dennis advised that ARC approval was not received, and stated that the ARC would not have approved the application due to the 7½’ encroachment.

E. Owner/Interest Party Presentation

Wayne Racine, 17555 SE 90th Clemson Circle, advised that he had submitted an application to the Developer, which was approved; however, the application was subsequently misplaced when the Developer turned over the deed compliance enforcement to the District. Mr. Racine did provide additional testimony; however, Mark Brionez, District Counsel, advised the Board that the testimony was not relevant to this case.

Ms. Duckett advised that Staff reviewed all ARC applications on file and an approved application for a pergola was not on located, nor does the homeowner have a copy.

F. Close Public Hearing

Chairman Murphy closed the Public Hearing at 3:48 p.m.

G. Board Discussion/Determination

On MOTION by Cary Sternberg, seconded by Cliff Wiener, with all in favor, the Board found the Owner of 17555 SE 90th Clemson Circle, Unit 46, Lot 54 in violation of the District's Deed Compliance Rule as cited by the Deed Compliance Staff; Owner has thirty (30) days to bring the property into compliance; if the property is brought into compliance within thirty (30) days of the Order of Enforcement, Case No. D4-05-21 shall be closed; if the property is not brought into compliance within thirty (30) days of the Order of Enforcement, impose a \$150 fine to be paid within the (10) days of the invoice and impose a \$50 daily fine until the property is brought into compliance; it is the Owners responsibility to contact the Community Standards Department to request a Deed Compliance Officer re-visit the property to confirm compliance; if the fines reach \$1,500, the case shall be turned over to District Counsel to seek all available remedies which may include initiating a lawsuit, seeking an injunction against the Owner and placing a lien on the property and the Chairman shall execute the Order of Enforcement.

**NINTH ORDER OF BUSINESS: Case No. D4-06-21 VCDD No. 4 vs. Joseph DeMil,
17861 SE 85th Causton Court**

A. District Counsel Overview of Public Hearing Process

The overview was provided during the previous Public Hearing.

B. Swearing In of Those Providing Evidence/Testimony

Ms. Farlow administered the swearing in of those individuals who identified that they would be providing evidence and/or testimony in this case.

D. Open Public Hearing

Chairman Murphy opened the Public Hearing at 3:51 p.m.

D. Staff Presentation of the Facts

Ms. Dennis advised that Case No. D4-06-21, VCDD No. 4 vs. Joseph DeMil Estate, 17861 SE 85th Causton Court, Unit 44, Lot 685, is in violation of the District's Rule to Bring About Deed

Compliance and specifically the Rule that states: “It shall be the responsibility of the Owners to keep their Lots neat and clean and the grass cut, irrigated and edged at all times...” On March 3, 2021, a complaint was received regarding mold, overgrown weeds and shrubbery and debris on the lot, and on March 4, 2021, the violation was verified and a Deed Restriction Reminder was written. Ms. Dennis advised that after following the Procedures of Compliance for External Deed Restrictions, a Notice of Public Hearing was sent regular mail and certified mail on April 9, 2021. The Owner is deceased and the property is in foreclosure with Champion Mortgage. The utilities are past due and the property taxes have been paid for 2019. Staff contacted the property preservation department for Champion Mortgage and was advised that a work order to have the property brought into compliance had been submitted. Ms. Dennis advised that prior to the Board meeting, Staff reviewed the property and all the work had been completed, with the exception of the mold on the home, which is the only remaining violation. Ms. Dennis advised that Staff recommends that the Board find the Owner in violation of the District’s Deed Compliance Rule as cited by the Deed Compliance Staff; Owner has five (5) days to bring the property into compliance; if the property is brought into compliance within five (5) days of the Order of Enforcement, Case No. D4-06-21 shall be closed; if the property is not brought into compliance within five (5) days of the Order of Enforcement, impose a \$150 fine to be paid within ten (10) days of the invoice and impose a \$50 daily fine until the property is brought into compliance; it is the Owners responsibility to contact the Community Standards Department to request a Deed Compliance Officer re-visit the property to confirm compliance; if the fines reach \$1,500 and the foreclosure has been dismissed, the case shall be turned over to District Counsel to seek all available remedies which may include initiating a lawsuit, seeking an injunction against the Owner and placing a lien on the property, if the property transfers ownership as a result of the foreclosure or before the fines reach \$1,500 and the fines have not been paid within one (1) year of the transfer of ownership, the fines shall be waived and Case No. D4-06-21 shall be closed and the Chairman shall execute the Order of Enforcement.

E. Owner/Interest Party Presentation

Karen O’Farrell, 17851 se 85TH Causton Court, advised that she resides next to this home, and while she appreciates the property being cleaned up, there is still part of a palm tree that remains in the yard, as well as mold on home. Ms. Dennis advised that Staff will continue to communication with the property preservation department.

F. Close Public Hearing

Chairman Murphy closed the Public Hearing at 3:57 p.m.

G. Board Discussion/Determination

On MOTION by Cary Sternberg, seconded by Don Deakin, with all in favor, the Board found the Owner of 17861 SE 8th Causton Court, Unit 44, Lot 685, is violation of the District's Deed Compliance Rule as cited by the Deed Compliance Staff; Owner has five (5) days to bring the property into compliance; if the property is brought into compliance within five (5) days of the Order of Enforcement, Case No. D4-06-21 shall be closed; if the property is not brought into compliance within five (5) days of the Order of Enforcement, impose a \$150 fine to be paid within ten (10) days of the invoice and impose a \$50 daily fine until the property is brought into compliance; it is the Owners responsibility to contact the Community Standards Department to request a Deed Compliance Officer re-visit the property to confirm compliance; if the fines reach \$1,500 and the foreclosure has been dismissed, the case shall be turned over to District Counsel to seek all available remedies which may include initiating a lawsuit, seeking an injunction against the Owner and placing a lien on the property, if the property transfers ownership as a result of the foreclosure or before the fines reach \$1,500 and the fines have not been paid within one (1) year of the transfer of ownership, the fines shall be waived and Case No. D4-06-21 shall be closed and the Chairman shall execute the Order of Enforcement.

TENTH ORDER OF BUSINESS: DPM Monthly Report

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

Supervisor Deakin advised that there is a bollard missing from the south side of tunnel B2.

Chairman Murphy requested this item be added to the Old Business Status Update.

ELEVENTH ORDER OF BUSINESS: Financial Statements

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

Anne Hochsprung, Finance Director, responded to the Supervisors' inquiries.

TWELFTH ORDER OF BUSINESS: Budget Workshop Reminder

Chairman Murphy provided a reminder that the District 4 Board will hold a Budget Workshop on Tuesday, May 25, 2021 at 2:00 p.m. at the Savannah Recreation Center.

THIRTEENTH ORDER OF BUSINESS: District Manager Reports

A. AAC After Agenda

The item was previously addressed.

B. COVID-19 Update

Ms. Duckett advised that District Management continues to follow the guidance set forth by the Centers of Disease Control and Prevention (CDC) and the local Health Departments and will be reviewing the utilization of the recreation centers and re-opening of the District Offices to identify when District facilities can resume 100% occupancy.

FOURTEENTH 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 9:00 a.m. offered remotely via a phone or computer. Mr. Brionez requested any interested Supervisors notify the District Clerk.

Mr. Brionez provided the following Legislative Update: As information, House Bill 853 that was proposing that CDD Supervisors must complete four (4) hours of Ethics Training did not pass. The COVID-19 Civil Liability Protection Bill was signed into law by the governor which will protect local governmental entities from lawsuits being brought against a governmental entity from an individual that 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. The Prompt Payment Act if passed will increase the late payment interest from 1% to 2%.

FIFTEENTH ORDER OF BUSINESS: Public Comment Period

No public comments were received.

SIXTEENTH ORDER OF BUSINESS: Adjourn

The meeting was adjourned at 4:16 p.m.

| |
|---|
| On MOTION by Cliff Wiener, seconded by Mark Hayes, with all in favor, the Board adjourned the meeting. |
|---|

Richard J. Baier
Secretary

James Murphy
Chairman

The Villages®
Community Development Districts
District 4

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 4

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 #4 and PROscape, Inc. for Preserve and Wetland Mowing to Juniper Landscaping of Florida, LLC.

ANALYSIS/INFORMATION:

On April 9, 2021 Village Community Development District #4 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 #4 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

- | | |
|--|-----------------|
| ▣ VCDD4 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 #4,
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 #4** (VCDD4) 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, VCDD4 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 VCDD4, but VCDD4 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, VCDD4 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 VCDD4 and hold VCDD4 harmless for any claims arising from the actions or inactions of ASSIGNOR in connection with the AGREEMENT. VCDD4, 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. VCDD4 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 #4,
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 VCDD4 has caused this AGREEMENT to be executed in its name by the Chairman of the VILLAGE COMMUNITY DEVELOPMENT DISTRICT #4, attested by the clerk of said VCDD4, 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 #4**

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 4 Bid Form

| Preserve Area Mowing | | | | | |
|--|----------------|---|------------|-------------|-----------------------|
| Description (Tri-County Villages) | Type | Unit Cost Acre (From Supplier Pricing Form) | *Frequency | Total Acres | Total Cost per Mow |
| Lindsey Morse Mathews Kestrel Preserve | Preserve Areas | \$ 63.00 | 1 | 18.00 | \$ 1,134.00 |
| Total | | | | | \$ 1,134.00 |
| District 4 Grand Total | | | | | \$ 1,134.00 |

*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.
- 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 Villages Community Development District #4 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 Mark Bradley 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

EXHIBIT A



Dear Melissa,

May 4th, 2021

PROscape, Inc. (herein referred to further as PROscape), a 26-year family-owned Central Florida landscape management company has been wholly acquired by Juniper Landscaping of Florida, LLC (herein referred to further as Juniper) and will henceforth start operating under the company name of Juniper effective start of business May 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

The Villages®
Community Development Districts
District 4

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 4

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

ANALYSIS/INFORMATION:

On July 13, 2018, VCDD #4 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 |
|--|-----------------|
| ▣ D4 18P-020 Agreement for Assignment_Miller Pipeline (tertiary) | Exhibit |
| ▣ Notice of Acquisition | Backup Material |
| ▣ VCDD4 18P-020 Hamlet (Original) | Backup Material |

**AGREEMENT FOR CONSENT TO ASSIGNMENT
BETWEEN VILLAGE COMMUNITY DEVELOPMENT DISTRICT #4,
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 #4** (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 #4,
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 #4**, 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 #4**

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/>)

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

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

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

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

MILLER PIPELINE TO ACQUIRE OCALA-BASED HAMLET CONSTRUCTION

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

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

Hamlet acquisition affords Miller Pipeline expanded territory in central Florida

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

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

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

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

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

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

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

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 #4
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 #4** (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 #4, 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

HAMLET UNDERGROUND, LLC

DEVELOPMENT DISTRICT #4
By: Jim Brockman
Print Name Paul Kelly Jim Brockman
Print Title Vice Chairman
Date 7/13/18
Attest [Signature]

By: [Signature]
Print Name CHARLES D. BOU
Print Title VICE PRESIDENT
Date 7/12/18
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, 16 +/- CY | 70 | 65.00 | 4,550.00 |
| Dump Truck, 20 +/- CY | 70 | 70.00 | 4,900.00 |
| Dump Truck, 35 +/- 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, 90 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | 40.00 | 2,800.00 |
| Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | 60.00 | 4,200.00 |
| Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | 180.00 | 12,600.00 |
| Vac Truck (List Capacity), List Capacity | 70 | 150.00 | 10,500.00 |
| Pickup Truck, 1 Ton | 70 | 40.00 | 2,800.00 |
| Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 70 | 65.00 | 4,550.00 |
| Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 70 | 75.00 | 5,250.00 |
| Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 70 | 65.00 | 4,550.00 |
| Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 70 | 75.00 | 5,250.00 |
| Tub Grinder, 800 to 1,000 HP | 140 | 400.00 | 56,000.00 |
| Hydraulic Excavator, 1.5 cy (w/ thumb) | 70 | 100.00 | 7,000.00 |
| Hydraulic Excavator, 2.5 cy (w/ thumb) | 70 | 120.00 | 8,400.00 |
| Truck, Flatbed | 70 | 40.00 | 2,800.00 |
| Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift | 140 | 20.00 | 2,800.00 |
| Water Truck, 2,500 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, 1.5 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 | | | |
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| SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE (continued) | | | |
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| LABOR CATEGORY | Estimated Hours | Hourly Labor Rate | Total Extended Price |
|--|-----------------|-------------------|----------------------|
| Operations Manager w/ Cell Phone and .6 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 | | | |
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| | | | |
| | | | |
| CREW CATEGORY | Estimated Hours | Hourly Labor Rate | Total Extended Price |
| Wheel loader, 2.5 CY, 960 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 |
| | 58,250 | 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 reffridgerant 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) | | | |
| 8 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 4

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 4

FROM: Barbara E. Kays, Budget Director

DATE: 6/11/2021

SUBJECT: **Adoption of Resolution 21-08: FY2021-22 Proposed Budget**

ISSUE:

Adoption of Resolution 21-08 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 Marion 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 reviewed the Fiscal Year 2021-22 Recommended Budget and Capital Improvement Plan in detail during the public budget workshop held on May 25, 2021. The attached proposed operating budget of \$3,567,830 is an increase of \$216,596 or 6% from the current year original budget due to an estimated increase in the expiring landscaping contract and increased transfer to reserves. The maintenance assessment rates will remain the same as current year with NO adjustments for Fiscal Year 2021-22.

Also attached are the proposed budgets for the Debt Service Funds. These budgets reflect 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 adopt the Final Budget.

MOTION:

Move to adopt Resolution 21-08 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, 1:30 p.m. at the Savannah Recreation Center.

ATTACHMENTS:

| Description | Type |
|---|------------|
| <div data-bbox="152 153 186 199">  </div> <div data-bbox="211 153 860 199">FY2021-22 Proposed Budget</div> | Cover Memo |

RESOLUTION 21-08

A RESOLUTION APPROVING THE DISTRICT'S PROPOSED BUDGET OF THE VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 4 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. 4;

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 | \$ | 3,567,830 |
|---------------------|-----------|------------------|

2. The budgets for the Debt Service Funds proposed by the District Manager for Fiscal Year 2020-21; are hereby approved for the amounts as listed below:

| | | |
|---------------------------------|-----------|----------------|
| 2010 – Debt Service Fund | \$ | 495,816 |
| 2012 – Debt Service Fund | \$ | 455,370 |
| 2016 – Debt Service Fund | \$ | 386,986 |

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: 1:30 p.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. 4

Jim Murphy, Chair

Richard J. Baier, Secretary

FISCAL YEAR 2021-22 BUDGET REPORT

Fund: 04.001 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 | | | | | |
| 325.116 DS ASSESSMNT PHIII | 39,568 | 31,546 | 31,546 | 25,052 | 25,468 |
| 325.211 MAINTENANCE ASSESSMENT | 2,609,818 | 2,602,389 | 2,602,389 | 2,561,753 | 2,602,389 |
| 334.901 ST FEMA CLAIM REIM | 137,607 | 0 | 0 | 0 | 0 |
| 337.402 MARION COUNTY HWY 42 AGREEMENT | 69,026 | 78,889 | 78,889 | 38,747 | 60,632 |
| 337.403 PHILLIPS COURT AGREEMENT | 574 | 730 | 730 | 248 | 730 |
| 341.908 ELECTRIC REIMBURSEMENT | 706 | 0 | 0 | 823 | 0 |
| 341.999 MISCELLANEOUS REVENUE | 2,748 | 3,000 | 3,000 | 1,157 | 3,000 |
| 361.101 INT INCOME - CFB | 1,523 | 0 | 0 | 0 | 0 |
| 361.102 INT INCOME - CASH EQUIV | 14,654 | 15,864 | 15,864 | 1,522 | 2,700 |
| 361.105 INTEREST INCOME-TAX COLLECTOR | 5,409 | 0 | 0 | 849 | 0 |
| 361.306 FLGIT-UNREALIZED GAIN/LOSS | 24,803 | 0 | 0 | 267 | 1,100 |
| 361.307 LTP UNREALIZED GAIN/LOSS | 68,316 | 0 | 0 | 99,195 | 86,000 |
| 361.309 FLFIT-UNREALIZED GAIN/LOSS | 751 | 0 | 0 | (302) | 0 |
| 361.409 FLFIT-REALIZED GAIN/LOSS | 16,044 | 0 | 0 | 2,556 | 2,300 |
| 381.002 TRANSFER IN - DEBT SERVICE | 55,460 | 36,968 | 36,968 | 0 | 37,602 |
| 669.901 (ADD)/USE-WORKING CAPITAL | 0 | 44,218 | 44,218 | 0 | 346,231 |
| 669.903 (ADD)/USE-GENERAL R&R | 0 | (30,968) | 157,438 | 0 | (24,938) |
| 669.904 (ADD)/USE-ROADS R&R | 0 | 561,515 | 561,515 | 0 | 417,551 |
| 669.907 (ADD)/USE-CAP PROJ PHASE I | 0 | 2,009 | 2,009 | 0 | 31,083 |
| 669.909 (ADD)/USE-CAP PROJ PHASE II | 0 | 5,074 | 5,074 | 0 | (24,018) |

| | | | | | |
|---------------------------------|------------------|------------------|------------------|------------------|------------------|
| TOTAL ESTIMATED REVENUES | 3,047,007 | 3,351,234 | 3,539,640 | 2,731,867 | 3,567,830 |
|---------------------------------|------------------|------------------|------------------|------------------|------------------|

APPROPRIATIONS

| | | | | | |
|-----------------------------|---------|---------|---------|---------|---------|
| 111 EXECUTIVE SALARIES | 12,000 | 16,000 | 16,000 | 7,000 | 16,000 |
| 211 SOCIAL SECURITY TAXES | 706 | 992 | 992 | 434 | 992 |
| 212 MEDICARE TAXES | 212 | 232 | 232 | 102 | 232 |
| 241 WORKER'S COMPENSATION | 24 | 46 | 46 | 21 | 27 |
| 311 MANAGEMENT FEES | 246,739 | 273,084 | 273,084 | 159,299 | 286,738 |
| 312 ENGINEERING SERVICES | 5,789 | 16,500 | 16,126 | 6,841 | 6,000 |
| 313 LEGAL SERVICES | 17,423 | 20,000 | 20,000 | 5,568 | 20,000 |
| 314 TAX COLLECTOR FEES | 52,744 | 54,795 | 54,795 | 51,736 | 54,748 |
| 316 DEED COMPLIANCE SVCS | 73,539 | 70,148 | 70,148 | 40,918 | 67,189 |
| 318 TECHNOLOGY SERVICES | 7,661 | 0 | 0 | 0 | 0 |
| 319 OTHER PROFESSIONAL SVCS | 27,009 | 71,758 | 72,132 | 2,637 | 44,135 |
| 322 AUDITING SERVICES | 9,500 | 9,500 | 9,500 | 7,125 | 9,500 |
| 343 SYSTEMS MGMT SUPPORT | 244 | 203 | 703 | 87 | 453 |
| 344 PAYROLL SERVICES | 0 | 162 | 162 | 207 | 352 |
| 349 MISC CONTRACTUAL SVCS | 5,043 | 0 | 0 | 0 | 0 |
| 401 TRAVEL & PER DIEM | 0 | 1,300 | 1,300 | 0 | 0 |
| 412 POSTAGE | 0 | 100 | 100 | 0 | 100 |

FISCAL YEAR 2021-22 BUDGET REPORT

Fund: 04.001 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 |
|-----------------------------------|-----------------------------|--|---------------------------------------|---|--|
| 431 ELECTRICITY | 192,287 | 211,527 | 211,527 | 110,132 | 211,527 |
| 434 IRRIGATION WATER | 46,699 | 41,130 | 41,130 | 20,679 | 50,333 |
| 442 EQUIPMENT RENTAL | 0 | 500 | 250 | 0 | 500 |
| 451 CASUALTY & LIABILITY INSUR | 5,895 | 5,860 | 5,860 | 5,895 | 6,650 |
| 461 EQUIPMENT MAINTENANCE | 0 | 500 | 250 | 0 | 500 |
| 462 BUILDING/STRUCTURE MAINT | 132,165 | 416,105 | 416,105 | 96,843 | 470,677 |
| 463 LANDSCAPE MAINT-RECURRING | 791,208 | 788,452 | 788,452 | 421,103 | 1,069,513 |
| 464 LANDSCAPE MAINT-NON RECURRING | 108,832 | 102,500 | 101,250 | 73,271 | 145,500 |
| 468 IRRIGATION REPAIR | 22,658 | 20,794 | 22,044 | 4,149 | 25,818 |
| 469 OTHER MAINTENANCE | 99,777 | 125,235 | 125,235 | 97,734 | 74,633 |
| 471 PRINTING & BINDING | 104 | 500 | 500 | 0 | 500 |
| 491 BANK CHARGES | 12 | 0 | 0 | 0 | 0 |
| 493 PERMITS & LICENSES | 175 | 250 | 250 | 175 | 250 |
| 496 CR 42 EXPENSES | 103,024 | 117,745 | 117,745 | 40,873 | 90,495 |
| 497 LEGAL ADVERTISING | 1,272 | 2,000 | 2,000 | 474 | 1,500 |
| 522 OPERATING SUPPLIES | 321 | 2,750 | 2,750 | 193 | 750 |
| 633 INFRASTRUCTURE | 501,511 | 605,566 | 793,972 | 0 | 462,218 |
| 911 TRANS TO GENERAL R&R | 175,000 | 75,000 | 75,000 | 43,750 | 50,000 |
| 912 TRANS TO OTHER ROADS | 300,000 | 300,000 | 300,000 | 175,000 | 400,000 |
| TOTAL APPROPRIATIONS | 2,939,573 | 3,351,234 | 3,539,640 | 1,372,246 | 3,567,830 |

VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 4
ANNUAL MAINTENANCE ASSESSMENT

| Maintenance Assessments Billed | | | | FY2019-20 | FY2020-21 | FY2021-22 |
|--------------------------------|-------------------|----------|-----------|--------------|--------------|--------------|
| | | | | 0% | 0% | 0% |
| Unit | Village Name | Acres | # of Lots | \$2,710,822 | \$2,710,822 | \$2,710,822 |
| Phase #1 | | | | | | |
| 44 | Piedmont | 74.89 | 350 | \$ 542.55 | \$ 542.55 | \$ 542.55 |
| 46 | Piedmont | 30.32 | 139 | 553.09 | 553.09 | 553.09 |
| 47 | Springdale | 53.12 | 206 | 653.84 | 653.84 | 653.84 |
| 48 | Springdale | 32.98 | 155 | 539.51 | 539.51 | 539.51 |
| 49 | Woodbury | 27.00 | 114 | 600.54 | 600.54 | 600.54 |
| 50 | Woodbury | 28.20 | 133 | 537.62 | 537.62 | 537.62 |
| 51 | Woodbury | 39.38 | 187 | 533.97 | 533.97 | 533.97 |
| 52 | Woodbury | 51.60 | 256 | 511.08 | 511.08 | 511.08 |
| 53 | Springdale | 43.76 | 111 | 999.62 | 999.62 | 999.62 |
| 54 | Briar Meadow | 64.05 | 270 | 601.50 | 601.50 | 601.50 |
| 55 | Briar Meadow | 22.66 | 90 | 638.41 | 638.41 | 638.41 |
| 55G | 55 Tract G | 0.24 | 1 | 608.54 | 608.54 | 608.54 |
| 55H | 55 Tract H | 0.11 | 1 | 278.92 | 278.92 | 278.92 |
| 58 | Piedmont | 18.05 | 68 | 673.05 | 673.05 | 673.05 |
| 213 | Villa Pinecrest | 9.35 | 78 | 303.95 | 303.95 | 303.95 |
| 214 | Villa Fairlawn | 14.54 | 108 | 341.37 | 341.37 | 341.37 |
| 215 | Villa Ivystone | 11.17 | 82 | 345.40 | 345.40 | 345.40 |
| 216 | Villa Chadwick | 11.75 | 83 | 358.96 | 358.96 | 358.96 |
| 216A | Chadwick Tr A | 0.76 | 1 | 1,927.06 | 1,927.06 | 1,927.06 |
| 217 | Villa Waverly | 10.44 | 87 | 304.27 | 304.27 | 304.27 |
| 218 | Villa Greenbriar | 17.55 | 122 | 364.75 | 364.75 | 364.75 |
| 218J | GB Tr J | 0.71 | 1 | 1,800.28 | 1,800.28 | 1,800.28 |
| 218K | GB Tr K | 0.61 | 1 | 1,546.72 | 1,546.72 | 1,546.72 |
| 219 | Villa Quail Ridge | 12.02 | 87 | 350.32 | 350.32 | 350.32 |
| 220 | Villa Sunnyside | 9.60 | 74 | 328.94 | 328.94 | 328.94 |
| 220D | 220 Tr D | 0.18 | 1 | 456.41 | 456.41 | 456.41 |
| Total Phase #1 | | 585.04 | 2,806 | | | |
| Phase #2 | | | | | | |
| 45 | Piedmont | 32.38 | 159 | \$ 516.37 | \$ 516.37 | \$ 516.37 |
| 56 | Calumet Grove | 25.33 | 113 | 568.38 | 568.38 | 568.38 |
| 57 | Calumet Grove | 19.66 | 86 | 579.65 | 579.65 | 579.65 |
| 59 | Chatham | 29.48 | 144 | 519.09 | 519.09 | 519.09 |
| 60 | Chatham | 13.53 | 50 | 686.13 | 686.13 | 686.13 |
| 61 | Chatham | 29.67 | 155 | 485.36 | 485.36 | 485.36 |
| 62 | Chatham | 54.03 | 238 | 575.62 | 575.62 | 575.62 |
| 63 | Chatham | 28.49 | 127 | 568.81 | 568.81 | 568.81 |
| 64 | Calumet Grove | 22.75 | 101 | 571.14 | 571.14 | 571.14 |
| 65 | Calumet Grove | 48.37 | 224 | 547.53 | 547.53 | 547.53 |
| | Rec Tract | 0.25 | 1 | 621.22 | 621.22 | 621.22 |
| 66 | Piedmont | 32.75 | 159 | 522.27 | 522.27 | 522.27 |
| 221 | Villa Bromley | 6.69 | 60 | 282.72 | 282.72 | 282.72 |
| 221 | Bromley Tr C | 0.16 | 1 | 405.70 | 405.70 | 405.70 |
| 222 | Villa Sherwood | 15.55 | 135 | 292.06 | 292.06 | 292.06 |
| 223 | Villa Cameron | 12.51 | 89 | 356.41 | 356.41 | 356.41 |
| 223 | Cameron Tr D | 0.31 | 1 | 786.04 | 786.04 | 786.04 |
| 224 | Villa Morningview | 12.14 | 88 | 349.80 | 349.80 | 349.80 |
| 225 | Villa Greenwood | 13.13 | 105 | 317.07 | 317.07 | 317.07 |
| 226 | Villa Merryoak | 13.44 | 115 | 296.33 | 296.33 | 296.33 |
| 227 | Villa Ashleigh | 7.34 | 56 | 332.34 | 332.34 | 332.34 |
| Total Phase #2 | | 417.96 | 2,207 | | | |
| Phase #3 | | | | | | |
| 228 | Villa Forsyth | 8.64 | 56 | \$ 391.21 | \$ 391.21 | \$ 391.21 |
| 229 | Villa Birchbrook | 4.58 | 31 | 374.61 | 374.61 | 374.61 |
| 230 | Villa Legacy | 4.93 | 32 | 390.64 | 390.64 | 390.64 |
| 231 | Villa Mayfield | 1.95 | 9 | 549.38 | 549.38 | 549.38 |
| Total Phase #3 | | 20.10 | 128 | | | |
| Phase #4 | | | | | | |
| 232 | Villa Phillips | 24.70 | 165 | \$ 379.57 | \$ 379.57 | \$ 379.57 |
| 232 | Phillips Trac G | 0.18 | 1 | 456.41 | 456.41 | 456.41 |
| 233 | Villa Soulliere | 20.92 | 135 | 392.92 | 392.92 | 392.92 |
| 233 | Soulliere Tract B | 0.21 | 1 | 532.48 | 532.48 | 532.48 |
| Total Phase #4 | | 46.01 | 302 | | | |
| Grand Total | | 1,069.11 | 5,443 | | | |
| Budget - Revenue (96%) | | | | \$ 2,602,389 | \$ 2,602,389 | \$ 2,602,389 |
| Tax Collector Fees - 2% | | | | | | \$ 54,217 |

FISCAL YEAR 2021-22 BUDGET REPORT
Fund: 04.201 DEBT SERVICE FUND - 2010 ASSESSMENT BONDS

| 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) | 397,607 | 384,209 | 384,209 | 365,593 | 363,246 |
| 325.112 DEBT SERVICE ASSESSMENT(PRE-P) | 200,789 | 100,000 | 100,000 | 82,888 | 100,000 |
| 361.103 INT INCOME - USB | 8,447 | 0 | 0 | 612 | 1,100 |
| 385.001 BOND ISSUANCE | 0 | 0 | 0 | 2,496,000 | 0 |
| 669.901 (ADD)/USE-WORKING CAPITAL | 0 | 38,320 | 38,320 | 0 | 31,470 |
| TOTAL ESTIMATED REVENUES | 606,843 | 522,529 | 522,529 | 2,945,093 | 495,816 |
| APPROPRIATIONS | | | | | |
| 314 TAX COLLECTOR FEES | 7,952 | 8,005 | 8,005 | 7,312 | 7,568 |
| 321 ACCOUNTING SERVICES | 0 | 1,000 | 1,000 | 0 | 1,500 |
| 323 TRUSTEE SERVICES | 5,956 | 5,956 | 5,956 | 4,579 | 9,160 |
| 324 ARBITRAGE SERVICES | 0 | 3,000 | 3,000 | 3,000 | 1,200 |
| 710 PRINCIPAL | 230,000 | 235,000 | 235,000 | 0 | 225,000 |
| 715 PRINCIPAL PREPAYMENT | 150,000 | 100,000 | 100,000 | 120,000 | 100,000 |
| 720 INTEREST | 165,626 | 155,318 | 155,318 | 75,304 | 135,804 |
| 730 MISC BOND EXPENSES | 1,500 | 1,000 | 1,000 | 94,362 | 2,000 |
| 918 TRANS TO GENERAL FUND | 44,010 | 13,250 | 13,250 | 0 | 13,584 |
| TOTAL APPROPRIATIONS | 605,044 | 522,529 | 522,529 | 304,557 | 495,816 |

FISCAL YEAR 2021-22 BUDGET REPORT
Fund: 04.202 DEBT SERVICE FUND - 2012 ASSESSMENT BONDS

| 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) | 350,851 | 342,947 | 342,947 | 328,669 | 323,397 |
| 325.112 DEBT SERVICE ASSESSMENT(PRE-P | 149,644 | 100,000 | 100,000 | 66,734 | 100,000 |
| 361.103 INT INCOME - USB | 2,788 | 0 | 0 | 200 | 0 |
| 669.901 (ADD)/USE-WORKING CAPITAL | 0 | 21,748 | 21,748 | 0 | 31,973 |
| TOTAL ESTIMATED REVENUES | 503,283 | 464,695 | 464,695 | 395,603 | 455,370 |
| APPROPRIATIONS | | | | | |
| 314 TAX COLLECTOR FEES | 7,017 | 7,145 | 7,145 | 6,573 | 6,738 |
| 321 ACCOUNTING SERVICES | 0 | 0 | 0 | 0 | 500 |
| 323 TRUSTEE SERVICES | 4,579 | 5,956 | 5,956 | 0 | 9,160 |
| 324 ARBITRAGE SERVICES | 0 | 0 | 0 | 0 | 3,000 |
| 710 PRINCIPAL | 193,596 | 201,679 | 201,679 | 0 | 199,118 |
| 715 PRINCIPAL PREPAYMENT | 160,000 | 100,000 | 100,000 | 100,000 | 100,000 |
| 720 INTEREST | 135,160 | 125,197 | 125,197 | 61,372 | 110,836 |
| 730 MISC BOND EXPENSES | 500 | 1,000 | 1,000 | 333 | 2,000 |
| 918 TRANS TO GENERAL FUND | 11,450 | 23,718 | 23,718 | 0 | 24,018 |
| TOTAL APPROPRIATIONS | 512,302 | 464,695 | 464,695 | 168,278 | 455,370 |

FISCAL YEAR 2021-22 BUDGET REPORT
Fund: 04.204 DEBT SERVICE FUND - 2016 ASSESSMENT BONDS

| 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) | 312,133 | 307,254 | 307,254 | 299,028 | 308,329 |
| 325.112 DEBT SERVICE ASSESSMENT(PRE-P) | 83,244 | 100,000 | 100,000 | 40,787 | 75,000 |
| 361.103 INT INCOME - USB | 2,158 | 0 | 0 | 156 | 0 |
| 381.002 TRANSFER IN - DEBT SERVICE | 0 | 0 | 0 | 127 | 0 |
| 669.901 (ADD)/USE-WORKING CAPITAL | 0 | 15,158 | 15,158 | 0 | 3,657 |
| TOTAL ESTIMATED REVENUES | 397,535 | 422,412 | 422,412 | 340,098 | 386,986 |
| APPROPRIATIONS | | | | | |
| 314 TAX COLLECTOR FEES | 6,243 | 6,402 | 6,402 | 5,981 | 6,424 |
| 323 TRUSTEE SERVICES | 5,722 | 5,722 | 5,722 | 4,579 | 4,580 |
| 324 ARBITRAGE SERVICES | 0 | 2,400 | 2,400 | 0 | 0 |
| 710 PRINCIPAL | 181,000 | 187,000 | 187,000 | 0 | 188,000 |
| 715 PRINCIPAL PREPAYMENT | 133,000 | 100,000 | 100,000 | 56,000 | 75,000 |
| 720 INTEREST | 126,762 | 119,888 | 119,888 | 59,516 | 111,982 |
| 730 MISC BOND EXPENSES | 750 | 1,000 | 1,000 | 334 | 1,000 |
| 919 TRANS TO MISCELLANEOUS | 79,485 | 0 | 0 | 0 | 0 |
| TOTAL APPROPRIATIONS | 532,962 | 422,412 | 422,412 | 126,410 | 386,986 |

FOR INFORMATION ONLY

Board Supervisors,

Attached are additional items for your information:

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

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

Barbara

FISCAL YEAR 2021-22 BUDGET REPORT
Fund: 04.001 GENERAL FUND

| ACCOUNT DESCRIPTION | 2019-20 ACTIVITY | 2020-21 ORIGINAL BUDGET | 2020-21 AMENDED BUDGET | 2020-21 ACTIVITY THRU 04/30/21 | 2021-22 RECMD BUDGET | 2021-22 PROPOSED BUDGET | 2021-22 PROPOSED AMT CHANGE | 2021-22 PROPOSED % CHANGE |
|---------------------------------------|---------------------|-------------------------------|------------------------------|--------------------------------------|----------------------------|-------------------------------|-----------------------------------|---------------------------------|
| ESTIMATED REVENUES | | | | | | | | |
| 325.116 DS ASSESSMNT PHIII | 39,568 | 31,546 | 31,546 | 25,052 | 25,468 | 25,468 | (6,078) | (19)% |
| 325.211 MAINTENANCE ASSESSMENT | 2,609,818 | 2,602,389 | 2,602,389 | 2,561,753 | 2,602,389 | 2,602,389 | 0 | 0% |
| 334.901 ST FEMA CLAIM REIM | 137,607 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 337.402 MARION COUNTY HWY 42 AGREEM | 69,026 | 78,889 | 78,889 | 38,747 | 60,632 | 60,632 | (18,257) | (23)% |
| 337.403 PHILLIPS COURT AGREEMENT | 574 | 730 | 730 | 248 | 730 | 730 | 0 | 0% |
| 341.908 ELECTRIC REIMBURSEMENT | 706 | 0 | 0 | 823 | 0 | 0 | 0 | 0 |
| 341.999 MISCELLANEOUS REVENUE | 2,748 | 3,000 | 3,000 | 1,157 | 3,000 | 3,000 | 0 | 0% |
| 361.101 INT INCOME - CFB | 1,523 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 361.102 INT INCOME - CASH EQUIV | 14,654 | 15,864 | 15,864 | 1,522 | 2,700 | 2,700 | (13,164) | (83)% |
| 361.105 INTEREST INCOME-TAX COLLECTOR | 5,409 | 0 | 0 | 849 | 0 | 0 | 0 | 0 |
| 361.306 FLGIT-UNREALIZED GAIN/LOSS | 24,803 | 0 | 0 | 267 | 1,100 | 1,100 | 1,100 | |
| 361.307 LTP UNREALIZED GAIN/LOSS | 68,316 | 0 | 0 | 99,195 | 86,000 | 86,000 | 86,000 | |
| 361.309 FLFIT-UNREALIZED GAIN/LOSS | 751 | 0 | 0 | (302) | 0 | 0 | 0 | 0 |
| 361.409 FLFIT-REALIZED GAIN/LOSS | 16,044 | 0 | 0 | 2,556 | 2,300 | 2,300 | 2,300 | |
| 381.002 TRANSFER IN - DEBT SERVICE | 55,460 | 36,968 | 36,968 | 0 | 37,602 | 37,602 | 634 | 2% |
| 669.901 (ADD)/USE-WORKING CAPITAL | 0 | 44,218 | 44,218 | 0 | 346,231 | 346,231 | 302,013 | 683% |
| 669.903 (ADD)/USE-GENERAL R&R | 0 | (30,968) | 157,438 | 0 | (24,938) | (24,938) | 6,030 | (19)% |
| 669.904 (ADD)/USE-ROADS R&R | 0 | 561,515 | 561,515 | 0 | 417,551 | 417,551 | (143,964) | (26)% |
| 669.907 (ADD)/USE-CAP PROJ PHASE I | 0 | 2,009 | 2,009 | 0 | 31,083 | 31,083 | 29,074 | 1447% |
| 669.909 (ADD)/USE-CAP PROJ PHASE II | 0 | 5,074 | 5,074 | 0 | (24,018) | (24,018) | (29,092) | (573)% |
| TOTAL ESTIMATED REVENUES | 3,047,007 | 3,351,234 | 3,539,640 | 2,731,867 | 3,567,830 | 3,567,830 | 216,596 | 6% |
| APPROPRIATIONS | | | | | | | | |
| 111 EXECUTIVE SALARIES | 12,000 | 16,000 | 16,000 | 7,000 | 16,000 | 16,000 | 0 | 0% |
| 211 SOCIAL SECURITY TAXES | 706 | 992 | 992 | 434 | 992 | 992 | 0 | 0% |
| 212 MEDICARE TAXES | 212 | 232 | 232 | 102 | 232 | 232 | 0 | 0% |
| 241 WORKER'S COMPENSATION | 24 | 46 | 46 | 21 | 27 | 27 | (19) | (41)% |
| 311 MANAGEMENT FEES | 246,739 | 273,084 | 273,084 | 159,299 | 286,738 | 286,738 | 13,654 | 5% |
| 312 ENGINEERING SERVICES | 5,789 | 16,500 | 16,126 | 6,841 | 6,000 | 6,000 | (10,500) | (64)% |
| 313 LEGAL SERVICES | 17,423 | 20,000 | 20,000 | 5,568 | 20,000 | 20,000 | 0 | 0% |
| 314 TAX COLLECTOR FEES | 52,744 | 54,795 | 54,795 | 51,736 | 54,748 | 54,748 | (47) | (0)% |
| 316 DEED COMPLIANCE SVCS | 73,539 | 70,148 | 70,148 | 40,918 | 67,189 | 67,189 | (2,959) | (4)% |
| 318 TECHNOLOGY SERVICES | 7,661 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 319 OTHER PROFESSIONAL SVCS | 27,009 | 71,758 | 72,132 | 2,637 | 44,135 | 44,135 | (27,623) | (38)% |
| 322 AUDITING SERVICES | 9,500 | 9,500 | 9,500 | 7,125 | 9,500 | 9,500 | 0 | 0% |
| 343 SYSTEMS MGMT SUPPORT | 244 | 203 | 703 | 87 | 453 | 453 | 250 | 123% |
| 344 PAYROLL SERVICES | 0 | 162 | 162 | 207 | 352 | 352 | 190 | 117% |
| 349 MISC CONTRACTUAL SVCS | 5,043 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 401 TRAVEL & PER DIEM | 0 | 1,300 | 1,300 | 0 | 0 | 0 | (1,300) | (100)% |
| 412 POSTAGE | 0 | 100 | 100 | 0 | 100 | 100 | 0 | 0% |
| 431 ELECTRICITY | 192,287 | 211,527 | 211,527 | 110,132 | 211,527 | 211,527 | 0 | 0% |
| 434 IRRIGATION WATER | 46,699 | 41,130 | 41,130 | 20,679 | 50,333 | 50,333 | 9,203 | 22% |
| 442 EQUIPMENT RENTAL | 0 | 500 | 250 | 0 | 500 | 500 | 0 | 0% |
| 451 CASUALTY & LIABILITY INSUR | 5,895 | 5,860 | 5,860 | 5,895 | 6,650 | 6,650 | 790 | 13% |
| 461 EQUIPMENT MAINTENANCE | 0 | 500 | 250 | 0 | 500 | 500 | 0 | 0% |
| 462 BUILDING/STRUCTURE MAINT | 132,165 | 416,105 | 416,105 | 96,843 | 470,677 | 470,677 | 54,572 | 13% |
| 463 LANDSCAPE MAINT-RECURRING | 791,208 | 788,452 | 788,452 | 421,103 | 1,069,513 | 1,069,513 | 281,061 | 36% |
| 464 LANDSCAPE MAINT-NON RECURRING | 108,832 | 102,500 | 101,250 | 73,271 | 145,500 | 145,500 | 43,000 | 42% |
| 468 IRRIGATION REPAIR | 22,658 | 20,794 | 22,044 | 4,149 | 25,818 | 25,818 | 5,024 | 24% |
| 469 OTHER MAINTENANCE | 99,777 | 125,235 | 125,235 | 97,734 | 74,633 | 74,633 | (50,602) | (40)% |
| 471 PRINTING & BINDING | 104 | 500 | 500 | 0 | 500 | 500 | 0 | 0% |
| 491 BANK CHARGES | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 493 PERMITS & LICENSES | 175 | 250 | 250 | 175 | 250 | 250 | 0 | 0% |
| 496 CR 42 EXPENSES | 103,024 | 117,745 | 117,745 | 40,873 | 90,495 | 90,495 | (27,250) | (23)% |
| 497 LEGAL ADVERTISING | 1,272 | 2,000 | 2,000 | 474 | 1,500 | 1,500 | (500) | (25)% |
| 522 OPERATING SUPPLIES | 321 | 2,750 | 2,750 | 193 | 750 | 750 | (2,000) | (73)% |
| 633 INFRASTRUCTURE | 501,511 | 605,566 | 793,972 | 0 | 462,218 | 462,218 | (143,348) | (24)% |
| 911 TRANS TO GENERAL R&R | 175,000 | 75,000 | 75,000 | 43,750 | 50,000 | 50,000 | (25,000) | (33)% |
| 912 TRANS TO OTHER ROADS | 300,000 | 300,000 | 300,000 | 175,000 | 400,000 | 400,000 | 100,000 | 33% |
| TOTAL APPROPRIATIONS | 2,939,573 | 3,351,234 | 3,539,640 | 1,372,246 | 3,567,830 | 3,567,830 | 216,596 | 6% |

FY2021-22
DISTRICT 4
CAPITAL PROJECTS

| Account | Location | Phase | Description | Recommend | Proposed | Funding Source |
|--------------------------|--|-------|----------------|-------------------|-------------------|----------------|
| 04.001.50.00.600.539.633 | Belle Meade E | 1 | Mill & Overlay | 417,551 | 417,551 | Road R&R |
| | | | | 44,667 | 44,667 | Rest Ph I |
| | | | | | | |
| | District 4 - Total Capital Projects | | | \$ 462,218 | \$ 462,218 | |

DISTRICT 4 - WORKING CAPITAL & R & R FUNDS BALANCES

| Working Capital (Unassigned) | Amend 2020-21 | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|--|--------------------------|----------------|----------------|----------------|----------------|----------------|
| Beginning Balance | 1,708,466 | 1,664,248 | 1,318,018 | 1,378,224 | 1,355,833 | 1,348,419 |
| Deposits | 2,695,798 | 2,758,851 | 2,758,851 | 2,758,851 | 2,758,851 | 2,758,851 |
| Less Expenditures - Operating | 2,003,722 | 2,159,726 | 2,181,323 | 2,203,136 | 2,225,167 | 2,247,419 |
| Plant Replacements Non-Recurring | 101,250 | 145,500 | 0 | 0 | 0 | 0 |
| Less Capital Improvement Plan Expenditures | 260,044 | 349,855 | 217,322 | 278,106 | 241,098 | 177,874 |
| Less Transfer to General R & R | 75,000 | 50,000 | 0 | 0 | 0 | 0 |
| Less Transfer to Road R & R | 300,000 | 400,000 | 300,000 | 300,000 | 300,000 | 300,000 |
| Ending Balance | 1,664,248 | 1,318,018 | 1,378,224 | 1,355,833 | 1,348,419 | 1,381,977 |

RESERVES

| General R & R (Committed) | Amend 2020-21 | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|--|--------------------------|----------------|----------------|----------------|----------------|----------------|
| Beginning Balance | 517,100 | 434,662 | 509,599 | 534,536 | 559,473 | 584,410 |
| Add Ph III Assessment Revenue | 31,546 | 25,468 | 25,468 | 25,468 | 25,468 | 25,468 |
| Deposits | 75,000 | 50,000 | 0 | 0 | 0 | 0 |
| Less Ph III Exp - Tax Collector Fees | 578 | 531 | 531 | 531 | 531 | 531 |
| Less Capital Improvement Plan Expenditures | 188,406 | 0 | 0 | 0 | 0 | 0 |
| Ending Balance | 434,662 | 509,599 | 534,536 | 559,473 | 584,410 | 609,347 |

| Road Maintenance R & R (Committed) | Amend 2020-21 | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|---|--------------------------|----------------|----------------|----------------|----------------|----------------|
| Beginning Balance | 1,267,790 | 1,006,275 | 957,641 | 880,168 | 998,015 | 1,207,127 |
| Add Deposits | 300,000 | 400,000 | 300,000 | 300,000 | 300,000 | 300,000 |
| Less Capital Improvement Plan Expenditures | 561,515 | 448,634 | 377,473 | 182,153 | 90,888 | 270,696 |
| Ending Balance | 1,006,275 | 957,641 | 880,168 | 998,015 | 1,207,127 | 1,236,431 |

| | | | | | | |
|---|------------------|------------------|------------------|------------------|------------------|------------------|
| Working Capital/Reserves Grand Total | 3,105,185 | 2,785,258 | 2,792,928 | 2,913,321 | 3,139,956 | 3,227,755 |
|---|------------------|------------------|------------------|------------------|------------------|------------------|

| Restricted Capital Project 2010 - Phase I Excess Revenue | Amend 2020-21 | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|---|--------------------------|----------------|----------------|----------------|----------------|----------------|
| Beginning Balance | 2,009 | 0 | 0 | 0 | 14,302 | 28,963 |
| Add Deposits based upon availability | 13,250 | 13,584 | 13,949 | 14,302 | 14,661 | 15,024 |
| Less Capital Improvement Plan Expenditures | 15,259 | 13,584 | 13,949 | 0 | 0 | 43,987 |
| Ending Balance | 0 | 0 | 0 | 14,302 | 28,963 | 0 |

| Restricted Capital Project 2012 - Phase II Excess Revenue | Amend 2020-21 | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|--|--------------------------|----------------|----------------|----------------|----------------|----------------|
| Beginning Balance | 6,765 | 1,691 | 25,709 | 0 | 22,246 | 0 |
| Add Deposits based upon availability | 28,792 | 24,018 | 23,165 | 22,246 | 21,225 | 20,152 |
| Less Capital Improvement Plan Expenditures | 33,866 | 0 | 48,874 | 0 | 43,471 | 20,152 |
| Ending Balance | 1,691 | 25,709 | 0 | 22,246 | 0 | 0 |

| | |
|---------------------------|--------------|
| FY 20-21 Operating Budget | \$ 2,365,016 |
| 3 Month | \$ 591,254 |
| 4 Month | \$ 788,339 |

DISTRICT #4 - DEBT SERVICE FUND - 2010 ASSESSMENT BONDS

| Debt Service | 2020-21 Amended Budget | 2021-22 Requested Budget | 2021-22 Recommd. Budget | 2021-22 Proposed Budget |
|---------------------|---------------------------------------|---|--|--|
| Beginning Balance | 633,449 | 595,129 | 595,129 | 595,129 |
| Deposits | 484,209 | 464,346 | 464,346 | 464,346 |
| Expenditures | 522,529 | 495,816 | 495,816 | 495,816 |
| Ending Balance | 595,129 | 563,659 | 563,659 | 563,659 |

DISTRICT #4 - DEBT SERVICE FUND - 2012 ASSESSMENT BONDS

| Debt Service | 2020-21 Amended Budget | 2021-22 Requested Budget | 2021-22 Recommd. Budget | 2021-22 Proposed Budget |
|---------------------|---------------------------------------|---|--|--|
| Beginning Balance | 191,150 | 169,402 | 169,402 | 169,402 |
| Deposits | 442,947 | 423,397 | 423,397 | 423,397 |
| Expenditures | 464,695 | 455,370 | 455,370 | 455,370 |
| Ending Balance | 169,402 | 137,429 | 137,429 | 137,429 |

DISTRICT #4 - DEBT SERVICE FUND - 2016 ASSESSMENT BONDS

| Debt Service | 2020-21 Amended Budget | 2021-22 Requested Budget | 2021-22 Recommd. Budget | 2021-22 Proposed Budget |
|---------------------|---------------------------------------|---|--|--|
| Beginning Balance | 45,546 | 30,388 | 30,388 | 30,388 |
| Deposits | 407,254 | 383,329 | 383,329 | 383,329 |
| Expenditures | 422,412 | 386,986 | 386,986 | 386,986 |
| Ending Balance | 30,388 | 26,731 | 26,731 | 26,731 |

The Villages®
Community Development Districts
District 4

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 4

FROM: District Staff

DATE: 6/11/2021

SUBJECT: **Supervisor Deakin: 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 item on the agenda, the Chairman or Vice-Chairman will request public comments when the item is addressed. Thank you for attending the meeting and for your interest in your local government.

1. Call to Order
 - A. Roll Call - **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.

The Villages®
Community Development Districts
District 4

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 4

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. 4 Old Business Status Update

| ITEM | DATE ADDED | ASSIGNED DEPT | ACTION | STATUS (If Applicable) | COMPLETE |
|---|---------------|------------------|--------|-------------------------------------|----------|
| Update on Mistwood Pipe Repair project | 5/14/21 | DPM | | Update to be provided. | |
| Soulliere Villa Roadway Maintenance | 5/14/21 | DPM | | Update to be provided. | |
| Replace missing bollard at B2 tunnel south entrance | 5/14/21 | DPM | | Bollard has been replaced. | X |
| Provide copy of Road CIP; Review to confirm if inconsistencies exist. | 5/14/21 | DPM | | Provided via email on May 28, 2021. | X |
| | | | | | |
| | | | | | |
| Non-VCDD No. 4 Items | | | | | |
| | | | | | |
| | | | | | |

The Villages®
Community Development Districts
District 4

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 4

FROM: Richard Baier, District Manager

DATE: 6/3/2021

SUBJECT: **Case No. D4-07-21 VCDD No. 4 vs. Lucille Todd, 17479 SE 82nd Pecan Terrace**

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 4

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 4

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 |

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Community Development Districts

District 4

Financial Statement Summary

As of April 30, 2021

Revenues and Other Available Resources

Year-to-Date (YTD) Revenues of \$2,732,000 are greater than prior year-to-date (PYTD) revenues of \$2,695,000 and are 99% of budgeted revenues of \$2,769,000.

- The District has collected 98% of the budgeted maintenance assessments in the amount of \$2,587,000. Marion 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.
- Other income includes the Marion County Hwy 42 Agreement revenue; \$39,000 has been collected to date.
- Investment earnings of \$104,000 (\$5,000 realized gains and \$99,000 unrealized gains) compare favorably to the prior year to date earnings of (\$8,000) and to the annual budgeted earnings of \$16,000.

The District has received 98% of the revenues through the county tax collections while the expenses will be incurred ratably over the 12-months. *As of April 30, 58% of the year has lapsed.*

Expenses and Other Changes

Year-to-Date Operating Expenses of \$1,153,000 are greater than prior year-to-date expenses of \$1,046,000. Year to date spending is at 49% of budgeted expenses of \$2,371,000.

- Management and Other Professional services include Management fees, Deed Compliance, and Tax Collector fees. Management fees increased a budgeted 7% over prior year.
- Utility Services include Electricity and Irrigation Water expenses and year to date spending is at 52% of budgeted expenses of \$253,000.
- Building, Landscape and Other Maintenance Expenses totaling \$734,000 are greater than prior year to date and compare favorably to the amended budget of \$1,571,000.
 - Recurring Landscape Maintenance makes up 50% of the budget, or \$788,000. The District spent a total \$421,000, or 53% of the budget to date and anticipate spending 100% of the budget on routine monthly landscape upkeep.
 - Building/Structure Maintenance makes up 26% of the budget, or \$416,000. To date the District has spent \$97,000 or 23% of the budget. This includes storm pipe inspections and repairs scheduled through the fiscal year. We anticipate spending the budget dollars by year-end.
 - Other maintenance makes up 8% of the budget, or \$125,000. The District has spent a total \$98,000 or 78% of the budget to date. This includes routine tree trimming, pressure washing, light sweeps, all a part of monthly routine maintenance expected to be spent in full by year-end.

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Community Development Districts

District 4

- CR 42 Expenses makes up 7% of the budget and we have spent \$41,000, or 35% of the budget. The Maxicom conversion project will be complete during the quarter ending September 30 totaling \$45,000. The District will spend the remaining funds per the landscape contract.
- Non-Recurring Landscape Maintenance makes up 6% of the budget, or \$101,000. The District has spent a total \$73,000 or 72% of the budget to date and the remaining funds are sufficient to cover several plant replacement projects scheduled this year.
- Other Expenses include annual insurance expense, legal services and other miscellaneous expenses.
- Capital Expenditures include Mill and Overlay for Unit 66 and Belle Meade W. The District processed a budget carryforward for Irrigation System Upgrade earlier this year. To date the District has not incurred any expenses for capital; the District anticipates completion of the Mill and Overlay projects in this calendar quarter. Digging has begun on the Irrigation System Upgrade and anticipated to be complete by year-end.

Change in Unreserved Net Position

Year-to-Date change in Unreserved Net Position of \$1,360,000 is greater than the prior year to date change of \$1,177,000. By year-end, based on the anticipated revenues and expenditures, the District will meet the amended budget reduction in unreserved net position of (\$770,000).

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*

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Community Development Districts
District 4

| Statement of Activity | | | | | | |
|---|----------------|---------------|--|--------------|--------------|-------------|
| For the Seven Months Ending April 30, 2021 (58% of the budget year) | | | | | | |
| Original Budget | Amended Budget | Budget % used | | YTD Actual | PYTD Actual | Variance |
| | | | | | | |
| | | | REVENUES: | | | |
| \$ 2,633,935 | \$ 2,633,935 | 98% | Maintenance and Other Special Assessments | \$ 2,586,805 | \$ 2,603,475 | \$ (16,670) |
| 82,619 | 82,619 | 50% | Other Income | 40,975 | 92,277 | (51,301) |
| 15,864 | 15,864 | 656% | Investment Income | 104,086 | (7,841) | 111,927 |
| 2,732,418 | 2,732,418 | 100% | Total Revenues: | 2,731,867 | 2,687,912 | 43,956 |
| 36,968 | 36,968 | 0% | Transfer In - Debt Service | - | 6,865 | (6,865) |
| 2,769,386 | 2,769,386 | 99% | Total Available Resources: | 2,731,867 | 2,694,777 | 37,091 |
| | | | | | | |
| | | | EXPENSES: | | | |
| 17,270 | 17,270 | 44% | Personnel Services | 7,557 | 6,483 | 1,073 |
| 516,150 | 516,650 | 53% | Management and Other Professional Services | 274,417 | 268,733 | 5,684 |
| 252,657 | 252,657 | 52% | Utility Services | 130,811 | 139,419 | (8,608) |
| 1,571,331 | 1,571,081 | 47% | Building, Landscape and Other Maintenance | 733,973 | 624,944 | 109,029 |
| 13,260 | 13,010 | 52% | Other Expenses | 6,737 | 6,806 | (70) |
| 2,370,668 | 2,370,668 | 49% | Total Operating Expenses | 1,153,494 | 1,046,384 | 107,110 |
| | | | | | | |
| 605,566 | 793,972 | 0% | Capital Outlay - Infrastructure and FFE | - | 194,708 | (194,708) |
| 375,000 | 375,000 | 58% | Transfers out of Unrestricted Fund | 218,750 | 277,085 | (58,335) |
| 980,566 | 1,168,972 | 19% | Total Other Changes | 218,750 | 471,793 | (253,043) |
| | | | | | | |
| 3,351,234 | 3,539,640 | 39% | Total Expenses and Other Changes: | 1,372,244 | 1,518,177 | (145,933) |
| | | | | | | |
| \$ (581,848) | \$ (770,254) | | Change in Unreserved Net Position | \$ 1,359,623 | \$ 1,176,600 | \$ 183,023 |
| | | | | | | |
| | | | Total Cash, Net of Bond Funds | \$ 5,176,186 | \$ 4,491,451 | \$ 684,735 |
| | | | | | | |
| | | | Fund Balance | | | |
| | | | Unassigned | 3,043,538 | 2,334,314 | |
| | | | Restricted - Capital Project, Phase I | 33,092 | 17,379 | |
| | | | Restricted - Capital Project, Phase II | - | 79,601 | |
| | | | Committed R and R General | 302,966 | 378,309 | |
| | | | Committed R and R Villa Roads | 1,442,791 | 1,334,415 | |
| | | | Committed R and R Ph III | 282,435 | 253,678 | |
| | | | Total Fund Balance | \$ 5,104,822 | \$ 4,397,697 | \$ 707,125 |
| | | | | | | |

District #4 Capital Expenditures
2020/21

as of April 2021

| Project | Funding Source | Original Budget | | Carryforward/ Fund Transfer | Current Budget | | Current Month | YTD Actuals | | (Over)/ Under |
|--------------------------------|--------------------|-----------------|--|--------------------------------|----------------|--|------------------|-------------|--|---------------|
| 04.001-50.00.600-539.633 | | | | | | | | | | |
| Unit 66 - Mill & Overlay | Road R&R | 209,994.00 | | | 209,994.00 | | | | | 209,994.00 |
| | Restrict Cap Ph II | 28,792.00 | | | 28,792.00 | | | | | 28,792.00 |
| Belle Meade W - Mill & Overlay | Road R&R | 351,521.00 | | | 351,521.00 | | | | | 351,521.00 |
| | Restrict Cap Ph I | 15,259.00 | | | 15,259.00 | | | | | 15,259.00 |
| Irrigation System Upgrade | General R&R | | | 188,406.00 | 188,406.00 | | | | | 188,406.00 |
| TOTAL CAPITAL | | 605,566.00 | | 188,406.00 | 793,972.00 | | - | - | | 793,972.00 |

| | | | | |
|-------------------|---------------------|---|---|--------------|
| YTD Reserve Usage | Roads R&R | - | - | 04001.282005 |
| | General R&R | - | - | 04001.282004 |
| | Restricted Phase I | - | - | 04001.281003 |
| | Restricted Phase II | - | - | 04001.281004 |
| | FB - Unassigned | - | - | 04001.284000 |

WC or unassigned - -

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Community Development Districts
District 4

**CASH AND INVESTMENT SUMMARY
AS OF APRIL 30, 2021**

| Fund Code | Account Name | Bank | Balance as of 10/1/20 | Current Balance | Reconciled Yes/No |
|---------------------|--|---------|-----------------------|---------------------|-------------------|
| GENERAL FUND | | | | | |
| 001 | Cash Operating Acct | CFB | 61,334.88 | 63,131.99 | Yes |
| 001 | Cash Equiv - SBA LGIP | SBA | | - | Yes |
| 001 | Cash Equiv - FLCLASS | FLCLASS | 1,456,088.20 | 1,877,576.66 | Yes |
| 001 | Cash Equiv - FL PALM | FLPALM | 4,308.39 | 379,341.45 | Yes |
| | Sub-total Cash & Cash Equivalents | | 1,521,731.47 | 2,320,050.10 | |
| 001 | Cash-FL-FIT | FLFIT | 1,098,358.69 | 1,100,612.25 | Yes |
| 001 | Cash - VANGUARD | VAN | - | 200,000.33 | Yes |
| 001 | FMLvT 1-3 Yr | FMLvT | - | - | Yes |
| 001 | FLGIT | FLGIT | 715,818.99 | 716,085.69 | Yes |
| 001 | Long Term Investment | USB | 740,243.33 | 839,438.04 | Yes |
| | Sub-total Investments | | 2,554,421.01 | 2,856,136.31 | |
| | | | 4,076,152.48 | 5,176,186.41 | |

| | | | | | |
|---|-----------------------|---------|-------------------|---------------------|-----|
| DEBT SERVICE FUND - TRUST ACCOUNTS | | | | | |
| 201 | Principal PrePay 2010 | USB-SBA | 117,515.34 | - | Yes |
| 201 | Revenue - 2010 | USB-SBA | 140,995.14 | - | Yes |
| 201 | DSRF 2010 | USB-SBA | 374,770.00 | - | Yes |
| 201 | Principal PrePay 2021 | USB-SBA | - | 14,372.66 | Yes |
| 201 | Revenue Fund 2021 | USB-SBA | - | 99,865.74 | Yes |
| 201 | COI 2021 | USB-SBA | - | 38,158.28 | Yes |
| 201 | Escrow 2021 | USB-SBA | - | 3,121,588.94 | Yes |
| 202 | Revenue Fund 2012 | USB-SBA | 66,404.34 | 326,676.79 | Yes |
| 202 | Reserve 2012 | USB-SBA | 25,000.00 | 25,000.00 | Yes |
| 202 | Prepayment 2012 | USB-SBA | 99,697.84 | 66,797.49 | Yes |
| 202 | Sinking Fund 2012 | USB-SBA | - | - | Yes |
| 204 | Revenue Fund 2016 | USB-SBA | 69,539.24 | 297,761.54 | Yes |
| 204 | Interest 2016 | USB-SBA | 55,457.18 | - | Yes |
| 204 | Principal PrePay 2016 | USB-SBA | - | 40,828.91 | Yes |
| 204 | Sinking Fund 2016 | USB-SBA | - | - | Yes |
| | | | 316,098.60 | 4,031,050.35 | |

| | | | | | |
|------------------------------|------------------------------|---------|-------------------|----------|-----|
| CAPITAL PROJECTS FUND | | | | | |
| 304 | Acq & Construction Acct 2016 | USB-SBA | 471,877.65 | - | Yes |
| 304 | Deferred Cost Acct 2016 | USB-SBA | - | - | Yes |
| 304 | Cost of Issuance Acct 2016 | USB-SBA | - | - | Yes |
| | | | 471,877.65 | - | |

Grand Totals

4,864,128.73

9,207,236.76

The Villages®
Community Development Districts
District 4

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 4

FROM: DPM Staff

DATE: 6/11/2021

SUBJECT: **DPM Monthly Report**

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

| Description | Type |
|-----------------|------------|
| □ D4 DPM Report | Cover Memo |

The Villages®

Community Development Districts

Property Management

District 4

June 2021

LANDSCAPE DIVISION

Upcoming Projects:

1. To avoid undue stress on new plantings, planting is on hold due to upcoming maxicom irrigation project.

Prior Month Project Status:

1. Brookhaven cul-de-sac – re-planting cul-de-sac due to damages caused by vehicular incident. Beginning early June.
2. Calumet Dr. – Lifting tree canopies. Beginning early June.

Completed Projects:

1. Pine straw placement is done District wide (excluding 42)

General Maintenance:

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

WATER RESOURCE DIVISION

Upcoming Projects:

Prior Month Project Status:

Completed Projects:

1. Pump Station MC-9 – Completed with new pumps and skid.
2. Basins needing Hydrilla treatment have been identified. No basins within this district are in need of Hydrilla treatment.

General Maintenance:

1. Inspections, cleaning and maintenance to all Pump Stations within the District.
2. Algae and nuisance vegetation control treatments.

INFRASTRUCTURE DIVISION

Upcoming Projects:

1. Villa wall and sign painting rescheduled for late July:
 - Fairlawn Villa
 - Sherwood Villa signs
 - Bromley Villa signs
 - Merry Oak signs
 - Villages Welcome sign
 - Woodbury sign wall
 - Springdale sign wall
 - Ivystone Villa signs
 - Pinecrest Villa signs
 - Sunnyside Villa signs
2. Pressure-washing rescheduled for mid-May at the following locations:
 - Ashleigh Villas
 - Birchbrook Villas
 - Briar Meadow north entry
 - Briar Meadow south & Chatham entry
 - Buena Vista stack block wall
 - Calumet entry
 - Calumet/Chatham sign & walls
 - Cameron Villas
 - Chadwick Villas
 - Chatham/Piedmont sign & walls
 - Forsyth Villas
 - Greenbriar Villas
 - Greenwood Villas
 - Legacy Villas
 - Legacy tunnel
 - Mayfield Villas sign
 - Median stack block
 - Morningview Villas
 - Mulberry Tunnel
 - Quail Ridge Villas
 - Springdale & Piedmont entry
 - Springdale tunnel
 - Waverly Villas signs
 - Woodbury/Briar Meadow sign & walls

Prior Month Project Status:

Completed Projects:

General Maintenance:

1. Missing one-way sign was replaced on the Buena Vista roundabout across from the Chatham gate entry.
2. 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 4

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 4

FROM:

DATE:

SUBJECT: COVID-19 Update

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION: