



*Seat 1 - Jim Boyd, Supervisor  
Seat 2 - Kenneth Lieberman, Vice Chairman  
Seat 3 - Donald Wiley, Chairman  
Seat 4 - Steve Bova, Supervisor  
Seat 5 - Christine Bradshaw, Supervisor*

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

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

## **AGENDA**

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June 3, 2021

3:00 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.**

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

### **CONSENT AGENDA:**

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

2. Approval of the Minutes

Approval of the Minutes for the Meeting held on May 20, 2021.
3. Request for Approval of Assignment of Agreement RFP #18P-020 for Hamlet Underground, LLC to Miller Pipeline, LLC for Disaster Debris Removal and Disposal Services (Tertiary)

Review and approval of Assignment of Agreement RFP #18P-020 between Village Community Development District #10 (VCDD #10) and Hamlet Underground, LLC for Disaster Debris Removal and Disposal Services (Tertiary) to Miller Pipeline, LLC.

### **NEW BUSINESS:**

4. Adoption of Resolution 21-04: FY2021-22 Proposed Budget

Adoption of Resolution 21-04 to approve the Fiscal Year 2021-22 Proposed Budget and to set the public hearing to adopt the Fiscal Year 2021-22 Final Budget.

## **OLD BUSINESS:**

5. Old Business Status Update  
Old Business Status Update - June 3, 2021

## **PUBLIC HEARINGS:**

6. Case No. D10-02-21 VCDD No. 10 vs. Myers Hand, 3610 Enterprise Drive  
\*\*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:**

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

## **REPORTS AND INPUT:**

9. District Manager Reports
  - A. COVID-19 Update
10. District Counsel Reports
11. Supervisor Comments
  - A. District 10 Chairman Wiley: PWAC After Agenda
12. Adjourn

## **HOSPITALITY \* STEWARDSHIP \* INNOVATION & CREATIVITY \* HARD WORK**

### NOTICE

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

**The Villages®**  
**Community Development Districts**  
**District 10**

**AGENDA REQUEST**

**TO:** Board of Supervisors  
Village Community Development District 10

**FROM:** Jennifer Farlow, District Clerk

**DATE:** 6/3/2021

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

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**ISSUE:** Approval of the Minutes for the Meeting held on May 20, 2021.

**ANALYSIS/INFORMATION:** Staff requests approval of the Minutes for the Meeting held on May 20, 2021.

**STAFF RECOMMENDATION:** Staff recommends approval of the Minutes for the Meeting held on May 20, 2021.

**MOTION:** Motion to approve the Minutes from the Meeting held on May 20, 2021.

**ATTACHMENTS:**

Description	Type
▣ May 20, 2021 Minutes	Cover Memo

**MINUTES OF MEETING  
VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT NO. 10**

A Meeting of the Board of Supervisors of Village Community Development District No. 10 was held on Thursday, May 20, 2021 at 3:00 p.m. at the Savannah Recreation Center, 1545 Buena Vista Blvd., The Villages, Florida, 32162.

Board members present and constituting a quorum:

Don Wiley	Chairman
Ken Lieberman	Vice Chairman
Christine Bradshaw	Supervisor
Jim Boyd	Supervisor

Staff Present:

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

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

A.      Roll Call

Chairman Wiley called the meeting to order at 3:00 p.m. and stated for the record that four (4) Supervisors were present representing a quorum. Steve Bova was absent.

B.      Pledge of Allegiance

The Chairman led the Pledge of Allegiance.

C. Observation of Moment of Silence

The Board observed a moment of silence to acknowledge those individuals who have served our Country and community.

D. Welcome Meeting Attendees

The Board welcomed all those residents in attendance.

E. Audience Comments

James Thompson, Village of Dunedin, provided the Board with a copy of a letter submitted on behalf of Jerry Hubbuch. Mr. Thompson advised that the letter had previously been mailed to the District Office but had been returned to Mr. Hubbuch.

Chairman Wiley advised that District Counsel will address this item under his reports.

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

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

**CONSENT AGENDA:**

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

**On MOTION by Ken Lieberman, seconded by Christine Bradshaw, with all in favor, the Board approved the following items included on the Consent Agenda:**  
**THIRD ORDER OF BUSINESS: Approval of the Minutes from the Board Meeting held on April 15, 2021.**  
**FOURTH ORDER OF BUSINESS: Approval of the Annual Renewal Agreements with 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: Old Business Status Update**

Mr. Baier provided the following updates on Old Business:

- Callahan and Belle Glade Villas: Bruce Brown, District Property Management (DPM) Director, advised that Staff continues to monitor the project results to determine the effects of the lowering of the groundwater level beneath the villa roads. Mr. Baier advised that Staff will continue the monitoring process until consistent heavy rainfall is received so that a determination can be made as to how the groundwater is moving through the pipes and wetland area. Staff responded to Supervisor inquiries.

Chairman Wiley requested that Staff provide the Board with the cost of the project to date.

- Holiday Decoration Policy Revision: This item will remain on Old Business, as requested previously by the Board.
- Unauthorized Cutting of Preserve Areas behind Valleybrook Way: An update will be provided under District Counsel Reports.
- Request PWAC to consider installation of lights at Hillsborough Postal Facility sign: DPM provided an email to the Board with the information.

**SIXTH ORDER OF BUSINESS: Financial Statements**

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

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

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

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

A. COVID-19 Update

Mr. Baier 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.

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

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

Mark Brionez, District Counsel, 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%.

B. Valleybrook Way

Mr. Brionez advised that invoices have been sent by the District to those homeowners on Valleybrook Way where the unauthorized cutting occurred behind their property. Some invoices have been paid in full, some have made partial payments and some have paid nothing. Mr. Brionez stated one homeowner has communicated their concerns about the process with the District, which was the item addressed under Audience Comments. Mr. Brionez suggested that one additional notification be sent to the homeowners in an effort to collect the funds, and if the homeowners fail to pay the full invoice amount by July 15, 2021, then the Board would authorize District Counsel to proceed with filing legal action to recover the costs associated with the damages from the unauthorized cutting, the costs associated with filing of the lawsuit, as well as any potential associated attorney fees.

Mr. Brionez stated that additional legal fees have been incurred to review communications received from one specific property owner. The Board requested that the legal fees associated with that review be included in the invoice that will be sent to that property owner.

Following brief discussion, the Board took the subsequent action:

<b>On MOTION by Christine Bradshaw, seconded by Jim Boyd, with all in favor, the Board directed District Counsel to file a lawsuit as of June 15, 2021 to collect any damages, costs, and existing/potential attorney fees.</b>
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Chairman Wiley acknowledged the document that was presented under audience comments; however, at the suggestion of Mr. Baier, no Board discussion occurred.

**TENTH ORDER OF BUSINESS:                      Supervisor Comments**

**A. Chairman Wiley: PWAC After Agenda**

Chairman Wiley advised that the After Agenda from the Project Wide Advisory Committee (PWAC) Meeting held on May 10, 2021 was provided to the Board as information and advised that the Committee provided consensus to proceed with the presented proposed Fiscal Year 2021/2022 Project Wide Fund (PWF) and Sumter Landing Amenities Division (SLAD) Fund Proposed Budgets to the Sumter Landing Community Development District (SLCDD) Board.

Chairman Wiley reviewed the following changes/additions to the current agreement that were presented to the SLCDD:

- Exhibit A would not be changed or amended without obtaining a recommendation from this Committee.
- Exhibit A would be revised to include maps/graphics clearly identifying all properties, in addition to the current text, and any future additions would also include the same.
- The term on the agreement should be modified to 10 years, with a 10-year renewal cycle.
- Resolution 13-5, which was the Resolution which established this Committee, and Section 3 of Resolution 17-11, which provides the conflict resolution process, should a conflict between this Committee and the SLCDD Board occur, would both be referenced in the Agreement.



- The SLCDD Chairman would agree to attend a PWAC meeting annually, and as situations may require, to discuss any issues or concerns and provide feedback to the Committee concerning upcoming or pending community direction and plans.

Following discussion, the Supervisors advised that they had no additional suggested revisions to the Project Wide Fund Interlocal Agreement.

**ELEVENTH ORDER OF BUSINESS: Adjourn**

The meeting was adjourned at 3:33 p.m.

<b>On MOTION by Ken Lieberman, seconded by Jim Boyd, with all in favor, the Board adjourned the meeting.</b>
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Richard J. Baier  
Secretary

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Don Wiley  
Chairman

**The Villages®**  
**Community Development Districts**  
**District 10**

**AGENDA REQUEST**

**TO:** Board of Supervisors  
Village Community Development District 10

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

**DATE:** 6/3/2021

**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)

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**ISSUE:**

Review and approval of Assignment of Agreement RFP #18P-020 between Village Community Development District #10 (VCDD #10) and Hamlet Underground, LLC for Disaster Debris Removal and Disposal Services (Tertiary) to Miller Pipeline, LLC.

**ANALYSIS/INFORMATION:**

On July 19, 2018, VCDD #10 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 3, 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
▣ D10 18P-020 Agreement for Assignment_Miller Pipeline (tertiary)	Exhibit
▣ Notice of Acquisition	Backup Material
▣ VCDD10 18P-020 Hamlet (Original)	Backup Material

**AGREEMENT FOR CONSENT TO ASSIGNMENT  
BETWEEN VILLAGE COMMUNITY DEVELOPMENT DISTRICT #10,  
HAMLET UNDERGROUND, LLC AND MILLER PIPELINE, LLC  
FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES (TERTIARY)**

**RFP #18P-020**

**THIS AGREEMENT** is entered into this 3<sup>rd</sup> day of June 2021, by and between **VILLAGE COMMUNITY DEVELOPMENT DISTRICT #10** (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 19, 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 #10,  
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 3, 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 #10**, 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 #10**

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

**HAMLET UNDERGROUND, LLC  
(ASSIGNOR)**

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

**MILLER PIPELINE, LLC  
(ASSIGNEE)**

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

[Corporate](#) February 11, 2019

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

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

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

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

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

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

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

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

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

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



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

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# MILLER PIPELINE TO ACQUIRE OCALA-BASED HAMLET CONSTRUCTION

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

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

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

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

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

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

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

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

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

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

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

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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 #10  
AND HAMLET UNDERGROUND, LLC FOR DISASTER DEBRIS REMOVAL AND  
DISPOSAL SERVICES  
RFP #18P-020**

**THIS AGREEMENT** is made this 19th day of July 2018, by and between **VILLAGE COMMUNITY DEVELOPMENT DISTRICT #10** (hereafter referred to as "DISTRICT"), whose address is 984 Old Mill Run, The Villages, Florida 32162, The Villages, Florida 32162, and **HAMLET UNDERGROUND, LLC** (hereafter referred to as "CONTRACTOR"), whose address is 4260 NE 35<sup>th</sup> Street, Ocala, FL 34479

**RECITALS**

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

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

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

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

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

**1. SERVICES BY CONTRACTOR**

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

secondary and/or tertiary CONTRACTOR to perform services.

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

**2. PAYMENT**

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

**3. AGREEMENT DOCUMENTS**

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

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

**4. TERM**

- 4.1 The term of this Agreement shall be July 19, 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 #10, attested by the clerk of said DISTRICT, and **HAMLET UNDERGROUND, LLC** has caused this Agreement to be executed in its name by its authorized representative, attested to and has caused the seal of said corporation to be hereto attached (if applicable), all on the day and year written above.

VILLAGE COMMUNITY

DEVELOPMENT DISTRICT #10

By: 

Print Name

Print Title

Date

Attest

HAMLET UNDERGROUND, LLC

By: 

Print Name

Print Title

Date

Attest

## PROPOSAL FORM

SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE			
EQUIPMENT TYPE WITH OPERATOR CATEGORY	Estimated Hours	Hourly Labor Rate	Total Extended Price
50' Bucket Truck	140	150.00	21,000.00
Crash Truck w/Impact Attenuator	70	100.00	7,000.00
Dozer, Tracked, D3 or Equivalent	70	80.00	5,600.00
Dozer, Tracked, D4 or Equivalent	70	80.00	5,600.00
Dozer, Tracked, D5 or Equivalent	70	90.00	6,300.00
Dozer, Tracked, D6 or Equivalent	70	120.00	8,400.00
Dump Truck, 16 +/- CY	70	65.00	4,550.00
Dump Truck, 20 +/- CY	70	70.00	4,900.00
Dump Truck, 33 +/- CY	70	100.00	7,000.00
Generator, 5.5 KW, List KW Capacity	70	10.00	700.00
Generator, 200 KW, List KW Capacity	70	60.00	4,200.00
Generator, 2,500 KW, List KW Capacity	70	260.00	18,200.00
Light Plant with Fuel and Support	140	15.00	2,100.00
Grader w/12" Blade (Min. 30,000 LB)	70	100.00	7,000.00
Hydraulic Excavator, 1.5 CY	70	100.00	7,000.00
Hydraulic Excavator, 2.5 CY	70	120.00	8,400.00
Kunickboom Loader	140	200.00	28,000.00
Lowboy Trailer w/ Tractor	70	150.00	10,500.00
Mobil Crane up to 15 Ton	70	150.00	10,500.00
Pump, 85 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	40.00	2,800.00
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	60.00	4,200.00
Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	180.00	12,600.00
Van Truck (List Capacity), List Capacity	70	150.00	10,500.00
Pickup Truck, 1 Ton	70	40.00	2,800.00
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	65.00	4,550.00
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	75.00	5,250.00
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	65.00	4,550.00
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	75.00	5,250.00
Tub Grinder, 800 to 1,000 HP	140	400.00	56,000.00
Hydraulic Excavator, 1.5 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, 1.6 CY, 85 HP	70	75.00	5,250.00
EQUIPMENT WITH OPERATOR GRAND TOTAL EXTENDED PRICE:			331,100.00
OTHERS NOT LISTED IN LABOR CATEGORY - PLEASE LIST BELOW			
SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE (continued)			

LABOR CATEGORY	Estimated Hours	Hourly Labor Rate	Total Extended Price
Operations Manager w/ Cell Phone and .5 Ton Pickup Truck	70	50.00	3,500.00
Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and misc supplies in support of crew	70	40.00	2,800.00
Tree Climber/ Chainsaw and Gear	140	50.00	7,000.00
Laborer w/ Chainsaw and Gear	140	35.00	4,900.00
Laborer w/ Small Tools, Traffic Control, or Flag Person	140	25.00	3,500.00
Bonded and Certified Security Personnel	70	50.00	3,500.00
LABOR CATEGORY GRAND TOTAL EXTENDED PRICE			25,200.00
OTHERS NOT LISTED IN LABOR CATEGORY - PLEASE LIST BELOW			
CREW CATEGORY	Estimated Hours	Hourly Labor Rate	Total Extended Price
Wheel loader, 2.5 CY, 950 or Similer 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.			
<b>1 Vegetative Debris Removal</b> Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a District approved debris management site (DMS) or District approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Removing debris from public property and ROW and hauling to DMS	300,000	10.00	3,000,000.00
<b>2 C&amp;D Debris Removal</b> Work consists of the collection and transportation of eligible C&D on the ROW or public property to a District approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Removing C&D debris from ROW or public property and hauling to DMS	100,000	10.00	1,000,000.00
<b>3 Debris Removal from Canals / Waterways</b> Work consists of the collection and transportation of eligible debris from District maintained canals and waterways to a District approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Removing debris from District maintained canals/waterways and hauling to DMS	100,000	4.00	400,000.00
<b>4 DMS Operation and Reduction Through Grinding</b> Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this proposal.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
	200,000	4.00	800,000.00
<b>5 Haul-out of Reduced Debris to a District Approved Final Disposal Site</b> Work consists of loading and transporting reduced eligible disaster related debris at a District approved DMS to a District designated final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
	63,250	5.00	281,250.00

<b>6 Removal of Hazardous Trees and Limbs</b>				
Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the District ROW for collection under the terms and conditions of Scope of Services , Vegetative Debris Removal.		<b>Estimated Quantity</b>	<b>\$ Per Tree</b>	<b>Total</b>
8 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)		1,800	80.00	152,000.00
<b>7 Removal of Hazardous Stumps</b>				
Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a District approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal.		<b>Estimated Quantity</b>	<b>\$ Per Stump</b>	<b>Total</b>
24.1 inch to 36.99 inch diameter		20	350.00	7,000.00
37 inch to 48.99 inch diameter		10	500.00	5,000.00
49 inch and larger diameter		1	1,000.00	1,000.00
<b>8 ROW White Goods Debris Removal</b>				
Work consists of the removal of eligible White Goods from the ROW to a District approved DMS site or District approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the District approved DMS to a District approved facility for recycling.		<b>Estimated Quantity</b>	<b>\$ Per Unit</b>	<b>Total</b>
AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination		10	60.00	600.00
Washers, dryers, stoves, ovens, and hot water heaters		25	30.00	750.00
<b>Total</b>		<b>\$ 5,688,800.00</b>		
<b>SCHEDULE 2 (REVISED) - UNIT RATE PRICE SCHEDULE CONTINUED</b>				
Ancillary Options - The Following Items are not Included in the Price Evaluation				
<b>9 Household Hazardous Waste Removal, Transport, and Disposal</b>				
Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a District approved permitted hazardous waste facility or MSW type I landfill.		<b>Estimated Quantity</b>	<b>\$ Per Pound</b>	<b>Total</b>
			5.00	
<b>10 E-Waste Removal</b>				
Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the District.		<b>Estimated Quantity</b>	<b>\$ Per Unit</b>	<b>Total</b>
			30.00	
<b>11 Abandoned Vehicle Removal</b>				
Work consists of the removal and transport of eligible abandoned vehicles.		<b>Estimated Quantity</b>	<b>\$ Per Unit</b>	<b>Total</b>
Passenger Car			150.00	
Single Axle			200.00	
Double Axle			250.00	
<b>12 Dead Animal Carcasses</b>				
Work consists of the recovery and disposal of dead animal carcasses.		<b>Estimated Quantity</b>	<b>\$ Per Pound</b>	<b>Total</b>
			5.00	

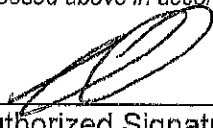
**NOTE(S):**

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

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

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

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

  
Authorized Signature

5-29-18  
Date

**Name of Proposer's Firm:**

**HAMLET UNDERGROUND, LLC.**

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

RANKS	SECONDARY	TERTIARY	Average Pricing
Areas by Contractor	Phillips and Jordan, Inc.	Hamlet Underground, LLC	Primary & Tertiary
<b>SCHEDULE 1 UNIT RATE PRICE SCHEDULE</b>			
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
<b>SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL GRAND TOTAL</b>	<b>\$ 377,040.00</b>	<b>\$ 356,600.00</b>	<b>\$ 366,820.00</b>
<b>SCHEDULE 2 UNIT RATE PRICE SCHEDULE</b>			
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
<b>SCHEDULE 2 - UNIT PRICING (1-8) GRAND TOTAL</b>	<b>\$ 2,967.75</b>	<b>\$ 5,203.00</b>	<b>\$ 4,085.38</b>
<b>Schedule 1 &amp; 2 Grand Total</b>	<b>\$ 380,007.75</b>	<b>\$ 361,803.00</b>	<b>\$ 370,905.38</b>

## EXHIBIT B



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

## EXHIBIT C

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

## EXHIBIT D



**The Villages®**  
**Community Development Districts**  
**District 10**

**AGENDA REQUEST**

**TO:** Board of Supervisors  
Village Community Development District 10

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

**DATE:** 6/3/2021

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

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**ISSUE:** Adoption of Resolution 21-04 to approve the Fiscal Year 2021-22 Proposed Budget and to set the public hearing to adopt the Fiscal Year 2021-22 Final Budget.

**ANALYSIS/INFORMATION:**

In accordance with Chapter 190, the District must approve by June 15<sup>th</sup> a proposed budget, proposed maintenance assessment rates, and adopt a resolution to set the public hearing for the budget adoption. Once approved, the Proposed Budget will be submitted to Sumter County for a 60-day review and comment period prior to the budget adoption. The approved Proposed Budget will also be made available on the District's website and at the Village Community Development District Administration Office.

The Board of Supervisors has reviewed and discussed the Fiscal Year 2021-22 Recommended Budget during the public budget workshop held on May 17, 2021. The attached proposed operating budget of \$3,603,135 is an increase of \$207,676 or 6% from the current year original budget.

The FY2021-22 Proposed maintenance assessment rates include an 8% increase per direction from the Board of Supervisors during the May Budget Workshop. After the review of the fund balances and the ten-year capital improvement plan, the Board of Supervisors determined that an increase was necessary to provide the necessary funds for future capital projects while maintaining adequate fund balance levels. The attached maintenance assessment schedule reflects the current year rates, FY21-22 proposed rates and the dollar increase for each unit.

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 Fiscal Year 2021-22 Proposed Budget and sets the public hearing to approve the Fiscal Year 2021-22 Final Budget.

**MOTION:** Move to adopt Resolution 21-04 to approve the Fiscal Year 2021-22 Proposed Budget and to set the public hearing to adopt the Fiscal Year 2021-22 Final Budget for September 2, 2021, 3:00 p.m. at the Savannah Recreation Center.

**ATTACHMENTS:**

Description	Type
▣ Resolution 21-04	Cover Memo

## **RESOLUTION 21-04**

### **A RESOLUTION APPROVING THE DISTRICT'S PROPOSED BUDGET OF THE VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 10 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, the District's proposed operating budget and debt service budget for the forthcoming Fiscal Year 2021-22; and

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

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

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 10;**

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

<b>General Fund</b>	<b>\$ 3,603,135</b>
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2. The budgets for the Debt Service Funds proposed by the District Manager for Fiscal Year 2021-22 are hereby approved for the amounts as listed below:

<b>2012 Debt Service</b>	<b>\$ 5,632,733</b>
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<b>2014 Debt Service</b>	<b>\$ 5,574,294</b>
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3. A public hearing on said approved Budget is hereby declared and set for the following date, hour and place:

Date:	September 2, 2021
Time:	3:00 p.m.
Place:	Savannah Recreation Center 1545 Buena Vista Blvd The Villages, Florida 32162

Adopted this 3rd day of June, 2021.

VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT NO. 10

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Don Wiley, Chair

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Richard J. Baier, Secretary

FISCAL YEAR 2021-22 BUDGET REPORT  
Fund: 10.001 GENERAL FUND

ACCOUNT	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 4/30/21	2021-22 PROPOSED BUDGET
ESTIMATED REVENUES					
325.211 MAINTENANCE ASSESSMENT	3,270,666	3,264,950	3,264,950	3,254,218	3,526,146
341.908 ELECTRIC REIMBURSEMENT	138	0	0	165	0
341.999 MISCELLANEOUS REVENUE	477	200	200	233	200
361.101 INT INCOME - CFB	2,545	0	0	0	0
361.102 INT INCOME - CASH EQUIV	45,838	19,348	19,348	3,653	6,700
361.105 INTEREST INCOME-TAX COLLECTOR	4,567	0	0	0	0
361.306 FLGIT-UNREALIZED GAIN/LOSS	19,169	0	0	150	900
361.307 LTP UNREALIZED GAIN/LOSS	44,348	0	0	63,081	55,900
361.309 FLFIT-UNREALIZED GAIN/LOSS	367	0	0	(116)	0
361.409 FLFIT-REALIZED GAIN/LOSS	7,433	0	0	1,297	1,100
669.901 (ADD)/USE-WORKING CAPITAL	0	110,961	110,961	0	12,189
669.903 (ADD)/USE-GENERAL R&R	0	0	356,200	0	0
TOTAL ESTIMATED REVENUES	3,395,548	3,395,459	3,751,659	3,322,681	3,603,135
APPROPRIATIONS					
111 EXECUTIVE SALARIES	9,800	16,000	16,000	6,800	16,000
211 SOCIAL SECURITY TAXES	608	992	992	422	992
212 MEDICARE TAXES	142	232	232	99	232
241 WORKER'S COMPENSATION	31	46	46	22	27
311 MANAGEMENT FEES	173,577	190,471	190,471	111,111	199,995
312 ENGINEERING SERVICES	3,942	10,000	9,681	3,869	9,000
313 LEGAL SERVICES	2,500	5,000	5,000	5,750	5,000
314 TAX COLLECTOR FEES	65,413	68,020	68,020	65,084	73,461
316 DEED COMPLIANCE SVCS	103,194	92,610	92,610	54,020	101,088
318 TECHNOLOGY SERVICES	6,686	0	0	0	0
319 OTHER PROFESSIONAL SVCS	3,170	3,267	3,586	1,177	2,638
322 AUDITING SERVICES	9,500	9,500	9,500	7,125	9,500
343 SYSTEMS MGMT SUPPORT	516	680	680	197	1,525
344 PAYROLL SERVICES	0	162	162	207	352
349 MISC CONTRACTUAL SVCS	1,948	0	0	0	0
412 POSTAGE	0	200	200	0	200
431 ELECTRICITY	181,907	203,775	203,775	83,359	207,489
434 IRRIGATION WATER	50,736	50,046	50,046	28,937	55,424
442 EQUIPMENT RENTAL	0	500	500	0	0
451 CASUALTY & LIABILITY INSUR	5,895	5,860	5,860	5,895	6,650
461 EQUIPMENT MAINTENANCE	0	500	500	0	0
462 BUILDING/STRUCTURE MAINT	15,396	38,433	38,433	2,150	145,682
463 LANDSCAPE MAINT-RECURRING	268,189	268,196	268,196	141,029	275,055
464 LANDSCAPE MAINT-NON RECURRING	12,596	77,800	77,800	27,393	40,800
468 IRRIGATION REPAIR	33,300	20,761	20,761	2,548	26,376
469 OTHER MAINTENANCE	31,102	41,301	41,301	13,226	37,901
471 PRINTING & BINDING	59	500	500	96	500
493 PERMITS & LICENSES	175	250	250	175	250
497 LEGAL ADVERTISING	1,306	1,500	1,500	657	1,500
498 PROJECT WIDE FEES	2,091,216	2,088,357	2,088,357	1,218,212	2,084,998
522 OPERATING SUPPLIES	0	500	500	0	500
633 INFRASTRUCTURE	0	0	356,200	0	0
911 TRANS TO GENERAL R&R	300,000	200,000	200,000	116,670	100,000
912 TRANS TO OTHER ROADS	0	0	0	0	200,000
TOTAL APPROPRIATIONS	3,372,904	3,395,459	3,751,659	1,896,230	3,603,135

**VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 10**  
**ANNUAL MAINTENANCE ASSESSMENT**

**8% Increase**

Maintenance Assessments Billed				FY2020-21	FY2021-22	Change	% Incr
Unit	Village Name	Acres	# of Lots	0% \$3,400,990	8% \$3,673,069	\$272,079	
<b>Phase #1</b>							
188		30.94	70	\$ 1,009.53	\$ 1,090.30	\$ 80.77	8.00%
202		50.21	229	500.79	540.85	40.06	8.00%
203		31.57	159	453.50	489.78	36.28	8.00%
216	Hillsborough	41.80	173	551.86	596.01	44.15	8.00%
217	Hillsborough	38.79	177	500.55	540.59	40.04	8.00%
218	Lake Deaton	30.99	104	680.59	735.04	54.45	8.00%
219	Hillsborough	35.15	150	535.22	578.04	42.82	8.00%
220	Hillsborough	40.45	173	534.04	576.76	42.72	8.00%
221	Hillsborough	32.23	153	481.14	519.63	38.49	8.00%
222	Collier	33.30	152	500.38	540.41	40.03	8.00%
223	Collier	49.66	211	537.56	580.56	43.00	8.00%
230	Collier	27.67	119	531.08	573.57	42.49	8.00%
231	Collier	11.71	46	581.43	627.95	46.52	8.00%
232	Collier	50.93	214	543.57	587.06	43.49	8.00%
233	Lake Deaton	22.38	91	561.72	606.65	44.93	8.00%
234	Lake Deaton	61.76	257	548.87	592.78	43.91	8.00%
235	Heathrow @ Lake Deaton	35.46	75	1,079.88	1,166.27	86.39	8.00%
236	Lake Deaton	38.90	150	592.32	639.71	47.39	8.00%
236 Tract C	Lake Deaton	0.48	1	1,096.33	1,184.03	87.70	8.00%
237		38.66	156	566.03	611.31	45.28	8.00%
Carrabelle	Collier	10.07	83	277.11	299.28	22.17	8.00%
Leyton		8.47	74	261.43	282.34	20.91	8.00%
Marianna	Collier	9.40	66	325.30	351.32	26.02	8.00%
Melbourne	Collier	8.87	62	326.76	352.90	26.14	8.00%
New Haven	Hillsborough	9.89	83	272.16	293.93	21.77	8.00%
Perry	Collier	11.06	81	311.87	336.82	24.95	8.00%
Pineland	Lake Deaton	8.65	63	313.60	338.69	25.09	8.00%
Ventura	Hillsborough	8.47	59	327.89	354.12	26.23	8.00%
Whitney		9.53	70	310.95	335.83	24.88	8.00%
<b>Total Phase #1</b>		787.45	3,501				
<b>Phase #2</b>							
183	Labelle	38.88	175	\$ 507.44	\$ 548.04	\$ 40.60	8.00%
184	Labelle	27.59	135	466.79	504.13	37.34	8.00%
185	Labelle	29.77	134	507.43	548.02	40.59	8.00%
185 - Tract A	Labelle	0.36	1	822.25	888.03	65.78	8.00%
186	Labelle	35.43	157	515.43	556.67	41.24	8.00%
187	Labelle	36.45	156	533.67	576.36	42.69	8.00%
187 - Tract C	Labelle	0.16	1	365.44	394.68	29.24	8.00%
189	Osceola Hills	50.30	203	565.94	611.22	45.28	8.00%
189 - Tract E	Osceola Hills	0.13	1	296.92	320.68	23.76	8.00%
190	Osceola Hills	49.41	102	1,106.40	1,194.92	88.52	8.00%
191	Osceola Hills	39.91	167	545.84	589.51	43.67	8.00%
191 - Tract C	Osceola Hills	0.03	1	68.52	74.00	5.48	8.00%
192	Osceola Hills	29.65	126	537.47	580.47	43.00	8.00%
193	Osceola Hills	44.93	195	526.26	568.36	42.10	8.00%
194	Osceola Hills	57.14	229	569.91	615.50	45.59	8.00%
194 - Tract A	Osceola Hills	0.43	1	982.13	1,060.70	78.57	8.00%
195	Osceola Hills	43.29	198	499.37	539.32	39.95	8.00%
200	Osceola Hills	35.48	151	536.67	579.60	42.93	8.00%
201	Osceola Hills	23.99	105	521.84	563.59	41.75	8.00%
204	Osceola Hills	37.24	159	534.95	577.74	42.79	8.00%
Alden Bungalows		32.40	180	411.12	444.01	32.89	8.00%
Alden Bungalows - Tract B		0.31	1	708.04	764.69	56.65	8.00%
Antrium Dells		34.90	182	437.98	473.02	35.04	8.00%
Antrium Dells - Tract E		0.33	1	753.73	814.02	60.29	8.00%
Beauclair	Osceola Hills	8.90	61	333.24	359.90	26.66	8.00%
Belle Glade	Osceola Hills	7.02	49	327.22	353.40	26.18	8.00%
Callahan		6.96	60	264.95	286.14	21.19	8.00%
Harlow	Labelle	8.98	63	325.56	351.61	26.05	8.00%
Kelsea	Dunedin	9.72	69	321.75	347.49	25.74	8.00%
Pensacola	Dunedin	11.50	83	316.46	341.78	25.32	8.00%
<b>Total Phase #2</b>		701.59	3,146				
<b>Grand Total</b>		<b>1,489.04</b>	<b>6,647</b>				
<b>Budget Revenue (96%)</b>				<b>\$ 3,264,950</b>	<b>\$ 3,526,146</b>		
Tax Collector (2%)					\$ 73,461		

FISCAL YEAR 2021-22 BUDGET REPORT  
Fund: 10.201 DEBT SERVICE 1 - 2012 BONDS

ACCOUNT	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 4/30/21	2021-22 PROPOSED BUDGET
ESTIMATED REVENUES					
325.111 DEBT SERVICE ASSESSMENT(REG)	4,492,781	4,393,836	4,393,836	4,323,064	5,946,569
325.112 DEBT SERVICE ASSESSMENT(PRE-PA	2,332,161	1,250,000	1,250,000	1,161,822	1,250,000
361.103 INT INCOME - USB	52,464	0	0	4,289	7,200
381.002 TRANSFER IN - DEBT SERVICE	41,416	0	0	32,052	0
669.901 (ADD)/USE-WORKING CAPITAL	0	138,424	138,424	0	(1,571,036)
TOTAL ESTIMATED REVENUES	6,918,822	5,782,260	5,782,260	5,521,227	5,632,733
APPROPRIATIONS					
314 TAX COLLECTOR FEES	89,856	91,539	91,539	86,461	123,887
321 ACCOUNTING SERVICES	3,500	3,500	3,500	0	3,500
323 TRUSTEE SERVICES	14,196	14,196	14,196	8,620	8,620
710 PRINCIPAL	1,360,000	1,425,000	1,425,000	0	1,429,000
715 PRINCIPAL PREPAYMENT	1,740,000	1,250,000	1,250,000	1,368,000	1,250,000
720 INTEREST	3,077,100	2,997,025	2,997,025	1,473,563	2,816,726
730 MISC BOND EXPENSES	1,000	1,000	1,000	500	1,000
919 TRANS TO MISCELLANEOUS	72,268	0	0	1,302	0
TOTAL APPROPRIATIONS	6,357,920	5,782,260	5,782,260	2,938,446	5,632,733

FISCAL YEAR 2021-22 BUDGET REPORT  
Fund: 10.202 DEBT SERVICE 2 - 2014 BONDS

ACCOUNT	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 4/30/21	2021-22 PROPOSED BUDGET
ESTIMATED REVENUES					
325.111 DEBT SERVICE ASSESSMENT(REG)	4,480,859	4,381,100	4,381,100	4,272,063	5,718,494
325.112 DEBT SERVICE ASSESSMENT(PRE-PA	2,473,557	1,250,000	1,250,000	1,245,983	1,250,000
361.103 INT INCOME - USB	93,286	0	0	7,550	13,000
381.002 TRANSFER IN - DEBT SERVICE	162,508	0	0	87,429	0
669.901 (ADD)/USE-WORKING CAPITAL	0	112,667	112,667	0	(1,407,200)
TOTAL ESTIMATED REVENUES	7,210,210	5,743,767	5,743,767	5,613,025	5,574,294
APPROPRIATIONS					
314 TAX COLLECTOR FEES	89,617	91,273	91,273	85,441	119,136
321 ACCOUNTING SERVICES	1,000	1,000	1,000	0	1,000
323 TRUSTEE SERVICES	8,620	14,288	14,288	8,620	8,620
710 PRINCIPAL	1,060,000	1,115,000	1,115,000	0	1,125,000
715 PRINCIPAL PREPAYMENT	1,625,000	1,250,000	1,250,000	1,465,000	1,250,000
720 INTEREST	3,342,669	3,271,206	3,271,206	1,605,081	3,069,538
730 MISC BOND EXPENSES	1,000	1,000	1,000	500	1,000
919 TRANS TO MISCELLANEOUS	206,295	0	0	1,682,114	0
TOTAL APPROPRIATIONS	6,334,201	5,743,767	5,743,767	4,846,756	5,574,294



# FOR INFORMATION ONLY

Board Supervisors,

Attached are additional items for your information:

1) The Budget Reports with the Requested, Recommended, and Proposed columns which reflect 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.

2) Working Capital and Reserve spreadsheets.

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

Barbara

## FISCAL YEAR 2021-22 BUDGET REPORT

Fund: 10.001 GENERAL FUND

ACCOUNT	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 4/30/21	2021-22 RECMD BUDGET	2021-22 PROPOSED BUDGET	2021-22 PROPOSED AMT CHANGE	2021-22 PROPOSED % CHANGE
ESTIMATED REVENUES								
325.211 MAINTENANCE ASSESSMENT	3,270,666	3,264,950	3,264,950	3,254,218	3,264,950	3,526,146	261,196	8%
341.908 ELECTRIC REIMBURSEMENT	138	0	0	165	0	0	0	
341.999 MISCELLANEOUS REVENUE	477	200	200	233	200	200	0	0%
361.101 INT INCOME - CFB	2,545	0	0	0	0	0	0	
361.102 INT INCOME - CASH EQUIV	45,838	19,348	19,348	3,653	6,700	6,700	(12,648)	(65)%
361.105 INTEREST INCOME-TAX COLLECTOR	4,567	0	0	0	0	0	0	
361.306 FLGIT-UNREALIZED GAIN/LOSS	19,169	0	0	150	900	900	900	
361.307 LTP UNREALIZED GAIN/LOSS	44,348	0	0	63,081	55,900	55,900	55,900	
361.309 FLFIT-UNREALIZED GAIN/LOSS	367	0	0	(116)	0	0	0	
361.409 FLFIT-REALIZED GAIN/LOSS	7,433	0	0	1,297	1,100	1,100	1,100	
669.901 (ADD)/USE-WORKING CAPITAL	0	110,961	110,961	0	167,944	12,189	(98,772)	(89)%
669.903 (ADD)/USE-GENERAL R&R	0	0	356,200	0	0	0	0	

TOTAL ESTIMATED REVENUES	3,395,548	3,395,459	3,751,659	3,322,681	3,497,694	3,603,135	207,676	6%
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## APPROPRIATIONS

111 EXECUTIVE SALARIES	9,800	16,000	16,000	6,800	16,000	16,000	0	0%
211 SOCIAL SECURITY TAXES	608	992	992	422	992	992	0	0%
212 MEDICARE TAXES	142	232	232	99	232	232	0	0%
241 WORKER'S COMPENSATION	31	46	46	22	27	27	(19)	(41)%
311 MANAGEMENT FEES	173,577	190,471	190,471	111,111	199,995	199,995	9,524	5%
312 ENGINEERING SERVICES	3,942	10,000	9,681	3,869	9,000	9,000	(1,000)	(10)%
313 LEGAL SERVICES	2,500	5,000	5,000	5,750	5,000	5,000	0	0%
314 TAX COLLECTOR FEES	65,413	68,020	68,020	65,084	68,020	73,461	5,441	8%
316 DEED COMPLIANCE SVCS	103,194	92,610	92,610	54,020	101,088	101,088	8,478	9%
318 TECHNOLOGY SERVICES	6,686	0	0	0	0	0	0	
319 OTHER PROFESSIONAL SVCS	3,170	3,267	3,586	1,177	2,638	2,638	(629)	(19)%
322 AUDITING SERVICES	9,500	9,500	9,500	7,125	9,500	9,500	0	0%
343 SYSTEMS MGMT SUPPORT	516	680	680	197	1,525	1,525	845	124%
344 PAYROLL SERVICES	0	162	162	207	352	352	190	117%
349 MISC CONTRACTUAL SVCS	1,948	0	0	0	0	0	0	
412 POSTAGE	0	200	200	0	200	200	0	0%
431 ELECTRICITY	181,907	203,775	203,775	83,359	207,489	207,489	3,714	2%
434 IRRIGATION WATER	50,736	50,046	50,046	28,937	55,424	55,424	5,378	11%
442 EQUIPMENT RENTAL	0	500	500	0	0	0	(500)	(100)%
451 CASUALTY & LIABILITY INSUR	5,895	5,860	5,860	5,895	6,650	6,650	790	13%
461 EQUIPMENT MAINTENANCE	0	500	500	0	0	0	(500)	(100)%
462 BUILDING/STRUCTURE MAINT	15,396	38,433	38,433	2,150	145,682	145,682	107,249	279%
463 LANDSCAPE MAINT-RECURRING	268,189	268,196	268,196	141,029	275,055	275,055	6,859	3%
464 LANDSCAPE MAINT-NON RECURRING	12,596	77,800	77,800	27,393	40,800	40,800	(37,000)	(48)%
468 IRRIGATION REPAIR	33,300	20,761	20,761	2,548	26,376	26,376	5,615	27%
469 OTHER MAINTENANCE	31,102	41,301	41,301	13,226	37,901	37,901	(3,400)	(8)%
471 PRINTING & BINDING	59	500	500	96	500	500	0	0%
493 PERMITS & LICENSES	175	250	250	175	250	250	0	0%
497 LEGAL ADVERTISING	1,306	1,500	1,500	657	1,500	1,500	0	0%
498 PROJECT WIDE FEES	2,091,216	2,088,357	2,088,357	1,218,212	2,084,998	2,084,998	(3,359)	(0)%
522 OPERATING SUPPLIES	0	500	500	0	500	500	0	0%
633 INFRASTRUCTURE	0	0	356,200	0	0	0	0	
911 TRANS TO GENERAL R&R	300,000	200,000	200,000	116,670	0	100,000	(100,000)	(50)%
912 TRANS TO OTHER ROADS	0	0	0	0	200,000	200,000	200,000	

TOTAL APPROPRIATIONS	3,372,904	3,395,459	3,751,659	1,896,230	3,497,694	3,603,135	207,676	6%
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## DISTRICT 10 - WORKING CAPITAL AND R&R FUND BALANCES

8% Maintenance Assessment Increase

<b>Working Capital</b>	<b>Amend 2020-21</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>
Beginning Balance	1,367,108	1,256,147	1,243,958	1,375,672	1,467,865	1,536,078
Deposits	3,284,498	3,590,946	3,590,946	3,590,946	3,590,946	3,590,946
Expenditures - Operating	3,104,865	3,127,953	3,159,233	3,190,825	3,222,733	3,254,960
Plant Replacements Non-Recurring	77,800	40,800	0	0	0	0
Capital Improv Plan Expenditures	12,794	134,382	0	7,928	0	30,678
Transfer/Deposit to R&R	200,000	300,000	300,000	300,000	300,000	300,000
Ending Balance	1,256,147	1,243,958	1,375,672	1,467,865	1,536,078	1,541,385

## RESERVES

<b>General R&amp;R</b>	<b>Amend 2020-21</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>
Beginning Balance	3,400,000	3,243,800	3,343,800	3,443,800	3,543,800	3,643,800
Deposits	200,000	100,000	100,000	100,000	100,000	100,000
Capital Improv Plan Expenditures	356,200	0	0	0	0	0
Ending Balance	3,243,800	3,343,800	3,443,800	3,543,800	3,643,800	3,743,800

<b>Roads R &amp; R</b>	<b>Amend 2020-21</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>
Beginning Balance	0	0	200,000	400,000	600,000	800,000
Deposits	0	200,000	200,000	200,000	200,000	200,000
Capital Improv Plan Expenditures	0	0	0	0	0	0
Ending Balance	0	200,000	400,000	600,000	800,000	1,000,000

FY20-21 Operating Budget	\$3,182,665
3-Months	\$795,666
4-Months	\$1,060,888

**DISTRICT #10 - DEBT SERVICE FUND - 2012 ASSESSMENT BONDS**

<b>Debt Service</b>	<b>2020-21 Amended Budget</b>	<b>2021-22 Requested Budget</b>	<b>2021-22 Recommnd. Budget</b>	<b>2021-22 Proposed Budget</b>
Beginning Balance	3,016,342	2,877,918	2,877,918	2,877,918
Deposits	5,643,836	7,203,769	7,203,769	7,203,769
Expenditures	5,782,260	5,632,733	5,632,733	5,632,733
Ending Balance	2,877,918	4,448,954	4,448,954	4,448,954

**DISTRICT #10 - DEBT SERVICE FUND - 2014 ASSESSMENT BONDS**

<b>Debt Service</b>	<b>2020-21 Amended Budget</b>	<b>2021-22 Requested Budget</b>	<b>2021-22 Recommd. Budget</b>	<b>2021-22 Proposed Budget</b>
Beginning Balance	5,924,027	5,811,360	5,811,360	5,811,360
Deposits	5,631,100	6,981,494	6,981,494	6,981,494
Expenditures	5,743,767	5,574,294	5,574,294	5,574,294
Ending Balance	5,811,360	7,218,560	7,218,560	7,218,560

**The Villages®**  
**Community Development Districts**  
**District 10**

**AGENDA REQUEST**

**TO:** Board of Supervisors  
Village Community Development District 10

**FROM:** District Staff

**DATE:** 6/3/2021

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

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**ISSUE:** Old Business Status Update - June 3, 2021

**ANALYSIS/INFORMATION:**

**STAFF RECOMMENDATION:**

**MOTION:**

**ATTACHMENTS:**

Description	Type
▣ Old Business Status Update	Cover Memo

**VCDD No. 10 Old Business Status Update**

ITEM	DATE ADDED	ASSIGNED DEPT	ACTION	STATUS (If Applicable)	COMPLETE
Callahan and Belle Glade Villas	8/20/20	DPM		DPM continues to monitor the project results to determine the effects of the lowering of the groundwater level beneath the villa roads. Project cost for the Distribution Pipe was \$112,800.	
Holiday Decoration Policy	10/15/20	DPM	The Board requested that the Holiday Decoration Policy be reviewed to allow Red, White and Blue ribbons for patriotic holiday in 2021.	Staff will review the Holiday Policy next year to remain consistent with the other Districts and will include the utilization of blue and white ribbon. Item will remain on Old Business.	
Unauthorized cutting of preserve areas behind Valleybrook Way.		ADMIN		Update to be provided by District Counsel.	
<b>Non-VCDD No. 10 Items</b>					
Request PWAC consider installation of lights at Hillsborough Postal Facility sign	4/16/21			Request to be made to PWAC at upcoming meeting.	

**The Villages®**  
**Community Development Districts**  
**District 10**

**AGENDA REQUEST**

**TO:** Board of Supervisors  
Village Community Development District 10

**FROM:** Richard Baier, District Manager

**DATE:** 6/3/2021

**SUBJECT:** **Case No. D10-02-21 VCDD No. 10 vs. Myers Hand, 3610 Enterprise Drive**

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**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 10**

**AGENDA REQUEST**

**TO:** Board of Supervisors  
Village Community Development District 10

**FROM:** Anne Hochsprung, Finance Director

**DATE:** 6/3/2021

**SUBJECT:** Financial Statements

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**ISSUE:**

Financial Statements as of April 30, 2021

**ANALYSIS/INFORMATION:**

**STAFF RECOMMENDATION:**

**MOTION:**

**ATTACHMENTS:**

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

# The Villages®

## Community Development Districts

### District 10

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

##### Revenues

Year-to-Date (YTD) Revenues of \$3,323,000 are slightly greater than prior year-to-date (PYTD) revenues of \$3,279,000 and are at 101% of budgeted revenues of \$3,284,000.

- The District has collected just under 100% of the budgeted maintenance assessments in the amount of \$3,254,000. Sumter County collects the maintenance assessments on the annual tax bill and remits it to the District, net a 2% collection fee. The majority of assessments are collected from November through March. There was no increase in maintenance assessments levied in FY 2021.
- Investment earnings of \$68,000 (\$5,000 realized gains and \$63,000 unrealized gains) are greater than prior year to date earnings of \$27,000 and compare favorably to the annual budgeted earnings of \$19,000.

The District has received just under 100% of the anticipated revenues through the county tax collections while the expenses will be incurred ratably over the 12-months. *As of April 30, 58% of the year has lapsed.*

##### Expenses and Other Changes

Year-to-Date Operating Expenses of \$1,782,000 are less than prior year-to-date expenses of \$1,801,000. Year to date spending is 56% of budgeted expenses of \$3,195,000.

- Management and Other Professional services include Management fees, Deed Compliance fees, Tax Collection fees and Technology Service fees. Management fees increased a budgeted 6% over prior year. Professional Services is 65% of budget. Legal Services are running over budget for the year due to the Valleybrook Wetland investigation. District Staff is in the process of collecting reimbursements for these legal costs.
- Utility Services include Electricity and Irrigation Water expenses and year to date spending is 44% of budgeted expenses of \$254,000.
- Building, Landscape and Other Maintenance Expenses total \$1,407,000 and are less than prior year to date expenses and at 55% of budget levels. A large portion of the expense incurred is the Project Wide allocation totaling \$1,218,000, a slight budgeted decrease over prior year.
- Other Expenses include the annual insurance premium for property and liability.

##### Change in Unreserved Net Position

Year-to-Date change in Unreserved Net Position of \$1,424,000 is greater than prior year to date change of \$1,302,000. By year-end, based on the anticipated revenues and expenditures, the District will meet the amended budgeted decrease in Unreserved Net Position of (\$467,000).

##### Investment Earnings:

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

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

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

**The Villages®**  
Community Development Districts  
**District 10**

**Statement of Activity**

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

Original Budget	Amended Budget	Budget % used		YTD Actual	PYTD Actual	Variance
<b>REVENUES:</b>						
\$ 3,264,950	\$ 3,264,950	100%	Maintenance and Other Special Assessments	\$ 3,254,218	\$ 3,251,236	\$ 2,982
200	200	199%	Other Income	397	260	138
19,348	19,348	352%	Investment Income	68,066	27,356	40,709
3,284,498	3,284,498	101%	<b>Total Revenues:</b>	3,322,681	3,278,852	43,829
<b>EXPENSES:</b>						
17,270	17,270	43%	Personnel Services	7,342	4,337	3,005
379,710	379,710	65%	Management and Other Professional Services	248,546	244,048	4,498
253,821	253,821	44%	Utility Services	112,296	130,761	(18,465)
2,535,348	2,535,348	55%	Building, Landscape and Other Maintenance	1,406,895	1,415,839	(8,944)
9,310	9,310	73%	Other Expenses	6,823	6,459	364
3,195,459	3,195,459	56%	<b>Total Operating Expenses</b>	1,781,903	1,801,443	(19,540)
-	356,200	0%	Capital Outlay - Infrastructure and FFE	-	-	-
200,000	200,000	58%	Transfers out of Unrestricted Fund	116,670	175,000	(58,330)
200,000	556,200	21%	<b>Total Other Changes</b>	116,670	175,000	(58,330)
3,395,459	3,751,659	51%	<b>Total Expenses and Other Changes</b>	1,898,573	1,976,443	(77,870)
<u>\$ (110,961)</u>	<u>(467,161)</u>		<b>Change in Unreserved Net Position</b>	<u>\$ 1,424,108</u>	<u>\$ 1,302,409</u>	<u>\$ 121,699</u>
<b>Total Cash, Net of Bond Funds</b>						
				\$ 6,357,719	\$ 5,964,690	\$ 393,029
			Unassigned	2,791,218	2,646,873	
			Committed R and R General	3,516,670	3,275,000	
			<b>Total Fund Balance</b>	<u>\$ 6,307,888</u>	<u>\$ 5,921,873</u>	<u>\$ 386,015</u>

# The Villages®

## Community Development Districts

### District 10

#### 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
<b>GENERAL FUND</b>					
001	Cash Operating	CFB	20,068.03	91,285.32	Yes
001	Cash Equiv - FLCLASS	FLCLASS	2,427,859.90	2,601,986.08	Yes
001	Cash Equiv - FLPALM	FLPALM	793,054.53	793,581.12	Yes
	<b>Sub-total Cash &amp; Cash Equivalents</b>		<b>3,240,982.46</b>	<b>3,486,852.52</b>	
001	Cash-FL-FIT	FLFIT	532,243.11	683,424.43	Yes
001	Cash VANGUARD	VANG	-	700,001.15	Yes
001	Cash FLGIT	FLGIT	553,207.99	703,358.25	Yes
001	Cash - LTIP USB	USB	481,001.53	784,082.80	Yes
	<b>Sub-total Investments</b>		<b>1,566,452.63</b>	<b>2,870,866.63</b>	
	<b>TOTAL - General</b>		<b>4,807,435.09</b>	<b>6,357,719.15</b>	

<b>DEBT SERVICE FUND - TRUST ACCOUNTS</b>					
201	Revenue Fund 2012	USB-SBA	1,757,344.36	4,318,073.74	Yes
201	Interest Fund 2012	USB-SBA	-		Yes
201	Prepayment Fund 2012	USB-SBA	1,367,350.91	1,358,435.54	Yes
201	Reserve Fund 2012	USB-SBA	1,053,567.81	1,053,567.81	Yes
201	Sinking Fund Fund 2012	USB-SBA	-	-	Yes
202	Revenue Fund 2014	USB-SBA	2,012,507.09	4,371,253.52	Yes
202	Interest Fund 2014	USB-SBA	-	-	Yes
202	Prepayment Fund 2014	USB-SBA	1,461,356.06	1,460,371.34	Yes
202	Reserve Fund 2014	USB-SBA	4,279,450.00	4,165,709.37	Yes
202	Sinking Fund Fund 2014	USB-SBA	-	-	Yes
	<b>TOTAL - Debt Service</b>		<b>11,931,576.23</b>	<b>16,727,411.32</b>	

<b>CAPITAL PROJECTS FUND</b>					
301	Deferred Cost Fund 2012	USB-SBA	30,863.44	-	Yes
302	Deferred Cost Fund 2014	USB-SBA	82,618.76	-	Yes
	<b>TOTAL - Capital Projects</b>		<b>113,482.20</b>	<b>-</b>	
	<b>Grand Totals</b>		<b>16,852,493.52</b>	<b>23,085,130.47</b>	

**The Villages®**  
**Community Development Districts**  
**District 10**

**AGENDA REQUEST**

**TO:** Board of Supervisors  
Village Community Development District 10

**FROM:** DPM Staff

**DATE:** 6/3/2021

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

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**ISSUE:**

**ANALYSIS/INFORMATION:**

**STAFF RECOMMENDATION:**

**MOTION:**

**ATTACHMENTS:**

Description	Type
▣ D10 Monthly Report	Cover Memo

# The Villages®

## Community Development Districts

### Property Management

District 10

June 2021

#### LANDSCAPE DIVISION

##### Upcoming Projects:

1. Remove and/or replace dying and missing plant material with new landscaping.
  - Filling in Jasmine at following cul-de-sacs -Boise Run Circle, Ichabod Way, Long Loop, Ivawood Way, Otter Lane, Underpar Lane, Enterprise N.
  - Replacing Jasmine with Liriope at following cul-de-sacs - Ichabod Way Corner, Arnett Avenue, Shale Trail Loop, Ewing Avenue, Image Court, Pigeon Court, Fir Street, Piney Woods Path, Yates Avenue.
  - Filling in Juniper at following Cul-de -sacs - Plant Street.

##### In Process Projects:

1. Remove and/or replace dying and missing plant material with new landscaping.
  - Filling in Jasmine at following cul-de-sacs - Infinity Run N, Utopia Place, Illehaw Place, Usher Place, Gatehouse Terr, Ironwood Ln, Umatilla Way, Kings Place, Wine Palm Way, Innsfield Court, Vineland Ave S, Vineland Ave W, Wicker Terrace, Quiet Woods North, Viceroy Court.
  - Filling in Juniper at following cul-de-sacs - Vertex Ct, Kettering Ct, Eisenhower Way S, Mclin Ln N,
  - Filling in Muhly grass at following cul-de-sacs - Alazrine Terr, Infinity Run S
  - Filling in Liriope at following cul-de-sac - Nance Run, Underhill Court.
  - Replacing jasmine with Liriope at following cul-de-sacs - Fellowship Ave, Kaley Court, Hardwood Lane, Underhill Court, Treeline Place, Tisbury Ave, Orista Court, Wentrop Ave, Ragsdale loop, Norcoose Rd.

##### Completed Projects:

1. Remove and/or replace dying and missing plant material with new landscaping.
  - Mariana villas – Removing Jasmine replacing with Liriope. Filling in Flax Lilly, Muhly Grass, Schilling Holly and Juniper.
  - Harlow villas – Filling in Flax Lilly, Agapanthis, Jasmine, and Pampas Grass.
  - Beauclair villas – Filling in Plumbago, Flax Lilly, Indian Hawthorne.

##### General Maintenance:

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

## WATER RESOURCE DIVISION

### Upcoming Projects:

1. Spring Hydrilla treatment for the following basins: D10-6 (Neighborly Way), D10-24 (Nance Rn), D10-25 (Evans Prairie/Egret, hole 9), D10-32 (Evans Prairie/Egret, hole 5).

### Prior Month Project Status:

### Completed Projects:

### General Maintenance:

1. Pump station inspections, cleaning & maintenance.
2. Algae and nuisance vegetation control treatments.

## INFRASTRUCTURE DIVISION

### Upcoming Projects:

### Prior Month Project Status:

1. Pressure-washing was completed in the following location:
  - Osceola Hills Soaring Eagle walls and signs
2. New inlet box has been located and purchased for the water transfer valve at Basin 10-6 (Neighborly Way). Installation is pending delivery of the inlet box.
3. Preparations and painting have begun at the following locations:
  - Perry
  - Pineland
  - Whitney
  - Carrabelle
  - Alden Bungalows
  - Hillsborough entry
  - Charlotte entry
  - Osceola Hills South entry
  - Labelle North entry
  - Labelle South entry
4. Interiors for tunnels B12, B14, B15, B16, B17, and B18 are continuing to be monitored for proper moisture before painting. Once these tunnels are complete, tunnels will continue to be painted from north to south.

### Completed Projects:

### General Maintenance:

1. Marquee lights were repaired at Osceola Hills Soaring Eagle.
2. Fence in the area of View Path had minor repairs.
3. Ongoing inspections with repairs as needed:
  - Storm water structures
  - Roadway signage and striping
  - Tunnels and bollards
  - Fences, walls, and entry signs
  - Gate entries and guardhouses
  - Villas roadways conditions
  - Pest management



**AGENDA REQUEST**

**TO:** Board of Supervisors  
Village Community Development District 10

**FROM:**

**DATE:**

**SUBJECT: COVID-19 Update**

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**ISSUE:**

**ANALYSIS/INFORMATION:**

**STAFF RECOMMENDATION:**

**MOTION:**



**The Villages®**  
**Community Development Districts**  
**District 10**

**AGENDA REQUEST**

**TO:** Board of Supervisors  
Village Community Development District 10

**FROM:**

**DATE:**

**SUBJECT:** District 10 Chairman Wiley: PWAC After Agenda

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**ISSUE:**

**ANALYSIS/INFORMATION:**

**STAFF RECOMMENDATION:**

**MOTION:**

**ATTACHMENTS:**

Description	Type
▣ PWAC After Agenda	Cover Memo



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

***Project Wide Advisory  
Committee***

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

*Savannah Recreation Center*

*1545 Buena Vista Blvd.*

*The Villages, Florida 32162*

## **AFTER AGENDA**

June 3, 2021

8:30 AM

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

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

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

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

### **Project Wide Fund**

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

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

2. Approval of the Minutes

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

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

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

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

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

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

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

**NEW BUSINESS:**

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

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

**OLD BUSINESS:**

7. Old Business Status Update - PWF

Old Business Status Update - Project Wide Fund

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

8. Capital Projects Update

Capital Projects Update - May, 2021

**INFORMATIONAL ITEMS ONLY:**

9. Financial Statement

Financial Statement as of April 30, 2021

**Sumter Landing Amenities Division Fund**

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

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

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

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

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

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

**NEW BUSINESS:**

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

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

**OLD BUSINESS:**

13. Old Business Status Update - SLAD

Old Business Status Update - Sumter Landing Amenities Division

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

14. Capital Projects Update

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

**INFORMATIONAL ITEMS ONLY:**

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

**REPORTS AND INPUT:**

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

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