



Seat 1 - Walter Martin, Vice Chairman
Seat 2 - Jerry Knoll, Supervisor
Seat 3 - Gerald Ferlisi, Supervisor
Seat 4 - Reed Panos, Supervisor
Seat 5 - Gary Kadow, Chairman

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

AGENDA

June 14, 2021
8:00 AM

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

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

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

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 21, 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 #5 (VCDD #5) and Hamlet Underground, LLC for Disaster Debris Removal and Disposal Services (Tertiary) to Miller Pipeline, LLC.

NEW BUSINESS:

4. Adoption of Resolution 21-05: FY2021-22 Proposed Budget
Adoption of Resolution 21-05 to approve the Fiscal Year 2021-22 Proposed Budget and to set the public hearing to adopt the Fiscal Year 2021-22 Final Budget.

OLD BUSINESS:

5. Old Business Status Update

INFORMATIONAL ITEMS ONLY:

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

REPORTS AND INPUT:

8. District Manager Reports
 - A. COVID-19 Update
9. District Counsel Reports
10. Audience Comments
11. Supervisor Comments
 - A. Supervisor Ferlisi: 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 5

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 5

FROM: Jennifer Farlow, District Clerk

DATE: 6/14/2021

SUBJECT: **Approval of the Minutes**

ISSUE: Approval of the Minutes for the Meeting held on May 21, 2021.

ANALYSIS/INFORMATION: Staff requests approval of the Minutes for the Meeting held on May 21, 2021.

STAFF RECOMMENDATION: Staff recommends approval of the Minutes for the Meeting held on May 21, 2021.

MOTION: Motion to approve the Minutes for the Meeting held on May 21, 2021.

ATTACHMENTS:

| Description | Type |
|--------------------------|------------|
| ☐ Minutes - May 21, 2021 | Cover Memo |

**MINUTES OF MEETING
VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

A meeting of the Board of Supervisors of Village Community Development District No. 5 was held on Friday, May 21, 2021 at 8:00 a.m. in the Ashley Wilkes Room at the Savannah Recreation Center, 1545 Buena Vista Blvd., The Villages, Florida, 32162.

Board members present and constituting a quorum:

| | |
|---------------|---------------|
| Gary Kadow | Chairman |
| Walter Martin | Vice Chairman |
| Jerry Ferlisi | Supervisor |
| Reed Panos | Supervisor |

Staff Present:

| | |
|-----------------|---------------------------------------|
| Kenny Blocker | Deputy District Manager |
| Carrie Duckett | Assistant District Manager |
| Mark Brionez | District Counsel |
| Bruce Brown | District Property Management Director |
| Anne Hochsprung | Finance Director |
| Mark LaRock | Purchasing Director |
| Candice Harris | Deputy District Clerk |
| Katie Evans | Assistant to District Clerk |

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

A. Roll Call

Chairman Kadow called the meeting to order at 8:00 a.m. and stated for the record four (4) Supervisors were present representing a quorum. Jerry Knoll 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 residents in attendance.

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

Supervisor Panos inquired if any issues had been identified with the contractors for the annual renewal agreements that the Board is being asked to approve. Mark LaRock, Purchasing Director, advised that these contractors are utilized on an as needed basis and no issues have been identified.

On MOTION by Reed Panos, seconded by Walter Martin, with all in favor, the Board took formal action on the following items included on the Consent Agenda:
THIRD ORDER OF BUSINESS: Approval of the Minutes from the Board Meeting held on March 19, 2021 and April 16, 2021.
FOURTH ORDER OF BUSINESS: Approval of the Annual Agreement Renewals with Asphalt Paving Systems, Inc., Pavement Technology, Inc. and Tri-State

Asphalt Corp and authorized the Chairman/Vice Chairman to sign the renewal documents.

FIFTH ORDER OF BUSINESS: Old Business Status Update

Mr. Blocker provided an update on the following Old Business Status Update items:

- Track Deed Compliance Complaints for a one-year period: An update will be provided November 2021.
- Prepare Public Information Flyer encouraging residents to contact Community Standards to address exterior maintenance of abandoned properties: This item has been completed.
- Revision of March 18, 2021 Minutes to include additional detail. The revised Minutes for the March 18, 2021 Meeting were approved as part of the Consent Agenda.
- Amend Resolution 21-04 to include requested revisions. The revised Resolution has been provided for the Chairman's signature.

Supervisor Panos inquired if a task force could be formed to review the District's process of identifying abandoned/foreclosed homes. Carrie Duckett, Assistant District Manager, advised that the information provided to the Board outlines the process utilized by Community Standards Staff when a complaint is received and the property is determined to be abandoned or in the process of foreclosure. Mark Brionez, District Counsel, advised that per the District's Deed Compliance Rule, the process is currently complaint driven, and a change to that policy would have to be made if the Board chose to utilize another process. Mr. Blocker suggested that Staff meet with Supervisor Panos to review his suggestions and will include this item on the Old Business Status Update.

Lee Gilpin, Village of Liberty Park, addressed his concern pertaining to the length of time that it takes for abandoned homes to be reported and suggested that Community Watch be utilized to report abandoned homes to Community Standards.

Supervisor Ferlisi requested that Staff provide the number of abandoned homes within the District, and if this is an item that could be tracked going forward. Mr. Blocker advised that Staff will review and include this item on the Old Business Status Update.

SIXTH ORDER OF BUSINESS: Financial Statement

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

SEVENTH ORDER OF BUSINESS: DPM Monthly Report

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

EIGHTH ORDER OF BUSINESS: District Manager Reports

A. COVID-19 Update

Mr. Blocker, Deputy District Manager, advised with the Governor's latest order and the CDC updated guidance, District Management is discussing room capacity, social distancing and mask usage in recreation centers and District facilities. He advised information will be provided shortly about changes to the District's procedures.

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 advised the COVID-19 Civil Liability Protection Bill was signed into law by the governor that protects local governmental entities from lawsuits being brought against a governmental entity from an individual who claims they contracted COVID-19 while visiting a governmental facility, so long as the governmental entity utilized good faith efforts to comply with governmental orders.

Mr. Brionez provided the following Legislative Update: As information, House Bill 853 that was proposing that CDD Supervisors must complete four (4) hours of Ethics Training has not passed. 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%.

TENTH ORDER OF BUSINESS: Audience Comments

No audience comments were received.

ELEVENTH ORDER OF BUSINESS: Supervisor Comments

A. Supervisor Ferlisi: PWAC After Agenda

Supervisor Ferlisi advised that the After Agenda from the Project Wide Advisory Committee (PWAC) meeting held on May 10, 2021 was provided as information to the Board and highlighted the following items addressed:

- The Fiscal Year 2021/2022 Project Wide Fund (PWF) and Sumter Landing Amenities Division (SLAD) Fund Budget Overview was provided. The proposed decrease to the District 5 PWF cost allocation is .2%.
- The Committee recommended award of Invitation to Bid (ITB) #21B-019 for Bocce Court Carpet Replacement.
- The Committee recommended award of Invitation to Bid (ITB) #21B-020 for the Greens Renovation at Sweetgum and Sandhill Executive Golf Courses.
- The Committee recommended award of Invitation to Bid (ITB) #21B-006 for the Kingfisher Golf Maintenance Facility Fire Restoration.
- The Committee recommended award of Invitation to Bid (ITB) 21B-021 for Pool Renovation, Resurfacing and Reconditioning at Various District Recreation Centers.
- The Committee considered the opportunity for live streaming meetings, but due to the cost, and the lack of large attendance at the meetings, the Committee directed staff not to proceed.

TWELFTH ORDER OF BUSINESS: Adjourn

The meeting was adjourned at 8:46 a.m.

On MOTION by Jerry Ferlisi, seconded by Reed Panos, with all in favor, the Board adjourned the meeting.

Richard J. Baier
Secretary

Gary Kadow
Chairman



AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 5

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

DATE: 6/4/2021

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

ISSUE:

Review and approval of Assignment of Agreement RFP #18P-020 between Village Community Development District #5 (VCDD #5) and Hamlet Underground, LLC for Disaster Debris Removal and Disposal Services (Tertiary) to Miller Pipeline, LLC.

ANALYSIS/INFORMATION:

On July 20, 2018, VCDD #5 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 4, 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 |
|--|-----------------|
| ▣ D5 18P-020 Agreement for Assignment_Miller Pipeline (tertiary) | Exhibit |
| ▣ Notice of Acquisition | Backup Material |
| ▣ VCDD5 18P-020 Hamlet (Original) | Backup Material |

**AGREEMENT FOR CONSENT TO ASSIGNMENT
BETWEEN VILLAGE COMMUNITY DEVELOPMENT DISTRICT #5,
HAMLET UNDERGROUND, LLC AND MILLER PIPELINE, LLC
FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES (TERTIARY)**

RFP #18P-020

THIS AGREEMENT is entered into this 4th day of June 2021, by and between **VILLAGE COMMUNITY DEVELOPMENT DISTRICT #5** (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 20, 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 #5,
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 4, 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 #5**, 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 #5**

By: _____

Print Name

Print Title

Date

Attest

**HAMLET UNDERGROUND, LLC
(ASSIGNOR)**

By: _____

Charles D. Bell

Print Name

Vice President

Print Title

5-17-21

Date

Attest

**MILLER PIPELINE, LLC
(ASSIGNEE)**

By: _____

Charles D. Bell

Print Name

Engineering Manager

Print Title

5-17-21

Date

Attest

[Corporate](#) February 11, 2019

Miller Pipeline to Acquire Ocala-Based Hamlet Construction

Hamlet acquisition affords Miller Pipeline expanded territory in central Florida

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

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

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

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

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

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

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

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



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

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

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

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MILLER PIPELINE TO ACQUIRE OCALA-BASED HAMLET CONSTRUCTION

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

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

February 11, 2019

Hamlet acquisition affords Miller Pipeline expanded territory in central Florida

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

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

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

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

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

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

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

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

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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 #5
AND HAMLET UNDERGROUND, LLC FOR DISASTER DEBRIS REMOVAL AND
DISPOSAL SERVICES
RFP #18P-020**

THIS AGREEMENT is made this 20th day of July 2018, by and between **VILLAGE COMMUNITY DEVELOPMENT DISTRICT #5** (hereafter referred to as "DISTRICT"), whose address is 984 Old Mill Run, The Villages, Florida 32162, The Villages, Florida 32162, and **HAMLET UNDERGROUND, LLC** (hereafter referred to as "CONTRACTOR"), whose address is 4260 NE 35th Street, Ocala, FL 34479

RECITALS

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

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

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

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

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

1. SERVICES BY CONTRACTOR

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

secondary and/or tertiary CONTRACTOR to perform services.

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

2. PAYMENT

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

3. AGREEMENT DOCUMENTS

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

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

4. TERM

- 4.1 The term of this Agreement shall be July 20, 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 #5, 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 #5

By: Walter Martin
Print Name Walter Martin
Print Title Chairman
Date 7/20/18
Attest [Signature]

HAMLET UNDERGROUND, LLC

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

PROPOSAL FORM

| SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE | | | |
|--|-----------------|-------------------|----------------------|
| EQUIPMENT TYPE WITH OPERATOR CATEGORY | Estimated Hours | Hourly Labor Rate | Total Extended Price |
| 50' Bucket Truck | 140 | 150.00 | 21,000.00 |
| Crash Truck w/Impact Attenuator | 70 | 100.00 | 7,000.00 |
| Dozer, Tracked, D3 or Equivalent | 70 | 80.00 | 5,600.00 |
| Dozer, Tracked, D4 or Equivalent | 70 | 80.00 | 5,600.00 |
| Dozer, Tracked, D5 or Equivalent | 70 | 90.00 | 6,300.00 |
| Dozer, Tracked, D6 or Equivalent | 70 | 120.00 | 8,400.00 |
| Dump Truck, 16 +/- CY | 70 | 65.00 | 4,550.00 |
| Dump Truck, 20 +/- CY | 70 | 70.00 | 4,900.00 |
| Dump Truck, 38 +/- CY | 70 | 100.00 | 7,000.00 |
| Generator, 5.5 kW, List kW Capacity | 70 | 10.00 | 700.00 |
| Generator, 200 kW, List kW Capacity | 70 | 60.00 | 4,200.00 |
| Generator, 2,500 kW, List kW Capacity | 70 | 260.00 | 18,200.00 |
| Light Plant with Fuel and Support | 140 | 15.00 | 2,100.00 |
| Graders w/12' Blade (Min. 30,000 LB) | 70 | 100.00 | 7,000.00 |
| Hydraulic Excavator, 1.5 CY | 70 | 100.00 | 7,000.00 |
| Hydraulic Excavator, 2.5 CY | 70 | 120.00 | 8,400.00 |
| Kunokabeam 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 |
| Vac Truck (List Capacity), List Capacity | 70 | 150.00 | 10,500.00 |
| Pickup Truck, 1 Ton | 70 | 40.00 | 2,800.00 |
| Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 70 | 65.00 | 4,550.00 |
| Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 70 | 75.00 | 5,250.00 |
| Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 70 | 65.00 | 4,550.00 |
| Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 70 | 75.00 | 5,250.00 |
| Tub Grinder, 800 to 1,000 HP | 140 | 400.00 | 56,000.00 |
| Hydraulic Excavator, 1.5 cy (w/ thumb) | 70 | 100.00 | 7,000.00 |
| Hydraulic Excavator, 2.5 cy (w/ thumb) | 70 | 120.00 | 8,400.00 |
| Truck, Flatbed | 70 | 40.00 | 2,800.00 |
| Articulated, Telescoping Self-Storing Lift for Tower, 15 hp / 37 ft. lift | 140 | 20.00 | 2,800.00 |
| Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance) | 140 | 100.00 | 14,000.00 |
| Wheel Loader, 3 CY, 152 HP | 70 | 100.00 | 7,000.00 |
| Wheel Loader, 4.0 CY, 200 HP | 70 | 120.00 | 8,400.00 |
| Wheel Loader, 1.5 CY, 95 HP | 70 | 75.00 | 5,250.00 |
| EQUIPMENT WITH OPERATOR GRAND TOTAL EXTENDED PRICE: | | | 331,100.00 |
| OTHERS NOT LISTED IN LABOR CATEGORY - PLEASE LIST BELOW | | | |
| | | | |
| SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE (continued) | | | |
| | | | |
| | | | |

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

| SCHEDULE 2 - UNIT RATE PRICE SCHEDULE | | | |
|---|-------------------------|-------------------|--------------|
| If a Vendor elects to "No Proposal" individual service offerings their proposal may be considered non-responsive by the District. Items 9-12 are Ancillary Services. Vendors are requested to provide a cost for ancillary items; however these costs will not be used for evaluative purposes. | | | |
| 1 Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a District approved debris management site (DMS) or District approved final disposal site. | Estimated Quantity (CY) | \$ Per Cubic Yard | Total |
| Removing debris from public property and ROW and hauling to DMS | 300,000 | 10.00 | 3,000,000.00 |
| 2 C&D Debris Removal Work consists of the collection and transportation of eligible C&D on the ROW or public property to a District approved final disposal site. | Estimated Quantity (CY) | \$ Per Cubic Yard | Total |
| Removing C&D debris from ROW or public property and hauling to DMS | 100,000 | 10.00 | 1,000,000.00 |
| 3 Debris Removal from Canals / Waterways Work consists of the collection and transportation of eligible debris from District maintained canals and waterways to a District approved final disposal site. | Estimated Quantity (CY) | \$ Per Cubic Yard | Total |
| Removing debris from District maintained canals/waterways and hauling to DMS | 100,000 | 4.00 | 400,000.00 |
| 4 DMS Operation and Reduction Through Grinding Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this proposal. | Estimated Quantity (CY) | \$ Per Cubic Yard | Total |
| | 200,000 | 4.00 | 800,000.00 |
| 5 Haul-out of Reduced Debris to a District Approved Final Disposal Site Work consists of loading and transporting reduced eligible disaster related debris at a District approved DMS to a District designated final disposal site. | Estimated Quantity (CY) | \$ Per Cubic Yard | Total |
| | 68,250 | 5.00 | 281,250.00 |

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

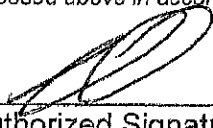
NOTE(S):

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

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

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

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


Authorized Signature

5-29-18
Date

Name of Proposer's Firm:

HAMLET UNDERGROUND, LLC.

This document must be completed and returned with your Submittal

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

EXHIBIT B

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

EXHIBIT C

| RANKS | PRIMARY | SECONDARY | TERTIARY | MEDIAN PRICING |
|---|------------------------------------|---------------------------|-------------------------|-------------------------------|
| Areas by Contractor | Ceres Environmental Services, Inc. | Phillips and Jordan, Inc. | Hamlet Underground, LLC | Primary, Secondary & Tertiary |
| SCHEDULE 1 UNIT RATE PRICE SCHEDULE | | | | |
| SCHEDULE 1 EQUIPMENT WITH OPERATOR GRAND TOTAL EXTENDED PRICE | \$ 496,269.90 | \$ 338,940.00 | \$ 331,100.00 | \$ 338,940.00 |
| SCHEDULE 1 LABOR CATEGORY GRAND TOTAL EXTENDED PRICE | \$ 31,522.40 | \$ 37,800.00 | \$ 25,200.00 | \$ 31,522.40 |
| SCHEDULE 1 CREW CATEGORY (hourly rate) | \$ 295.00 | \$ 300.00 | \$ 300.00 | \$ 300.00 |
| SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL GRAND TOTAL | \$ 528,087.30 | \$ 377,040.00 | \$ 356,600.00 | \$ 377,040.00 |
| SCHEDULE 2 UNIT RATE PRICE SCHEDULE | | | | |
| | (per cubic yard) | | | |
| 1 Vegetative Debris Removal | \$ 9.95 | \$ 10.50 | \$ 10.00 | \$ 10.00 |
| 2 C&D Debris Removal | \$ 9.25 | \$ 10.50 | \$ 10.00 | \$ 10.00 |
| 3 Debris Removal from Canals / Waterways | \$ 11.98 | \$ 38.00 | \$ 4.00 | \$ 11.98 |
| 4 DMS Operation and Reduction Through Grinding | \$ 4.95 | \$ 5.50 | \$ 4.00 | \$ 4.95 |
| 5 Haul-out of Reduced Debris to a District Approved Final Disposal Site | \$ 5.25 | \$ 8.25 | \$ 5.00 | \$ 5.25 |
| 6 Removal of Hazardous Trees and Limbs | (per tree) | | | |
| 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 |
| SCHEDULE 2 - UNIT PRICING (1-8) GRAND TOTAL | \$ 3,860.38 | \$ 2,967.75 | \$ 5,203.00 | \$ 3,860.38 |
| Schedule 1 & 2 Grand Total | \$ 531,947.68 | \$ 380,007.75 | \$ 361,803.00 | \$ 380,900.38 |

EXHIBIT D



AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 5

FROM: Barbara E. Kays, Budget Director

DATE: 6/14/2021

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

ISSUE:

Adoption of Resolution 21-05 to approve the Fiscal Year 2021-22 Proposed Budget and to set the public hearing to adopt the Fiscal Year 2021-22 Final Budget.

ANALYSIS/INFORMATION:

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

The Board of Supervisors has reviewed and discussed the Fiscal Year 2021-22 Recommended Budget during the public budget workshop held on May 18, 2021. The attached proposed operating budget of \$2,871,737 reflects a decrease of \$571,634 or 17% from the current year original budget due to the elimination of the transfers to the General R&R and Other Roads R&R.

During the budget workshop, the Board of Supervisors directed staff to include a 20% DECREASE to the maintenance assessment rates in the Proposed Budget. The necessary budget adjustments were made to include the decrease to the assessment revenues and the Tax Collector fees expense account.

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 is recommending Adoption of Resolution 21-05 to approve the Fiscal Year 2021-22 Proposed Budget and to set the public hearing to adopt the Fiscal Year 2021-22 Final Budget. The date of the public hearing is September 8, 2021, 1:30 p.m. at the Savannah Recreation Center.

MOTION:

Move to adopt of Resolution 21-05 to approve the Fiscal Year 2021-22 Proposed Budget and to set the public hearing to adopt the Fiscal Year 2021-22 Final Budget for September 8, 2021, 1:30 p.m. at the Savannah Recreation Center.

ATTACHMENTS:

| Description | Type |
|-----------------------------|------------|
| ▣ FY2021-22 Proposed Budget | Cover Memo |

RESOLUTION 21-05

A RESOLUTION APPROVING THE DISTRICT'S PROPOSED BUDGET OF THE VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 5 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 reviewed and discussed the budget during a public budget workshop held on May 18, 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. 5;

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

| | |
|---------------------|---------------------|
| General Fund | \$ 2,871,737 |
|---------------------|---------------------|

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:

| | |
|----------------------------------|---------------------|
| 2013A – Debt Service Fund | \$ 1,241,361 |
| 2013B – Debt Service Fund | \$ 1,819,325 |

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

| | |
|--------|--|
| Date: | September 8, 2021 |
| Time: | 1:30 p.m. |
| Place: | Savannah Recreation Center 1545 Buena Vista Blvd The Villages, Florida 32162 |

VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 5

Gary Kadow, Chair

Richard J. Baier, Secretary

**VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
DISTRICT 5
FY2021-2022 BUDGET REPORT**

| ACCOUNT | 2019-20 ACTIVITY | 2020-21 ORIGINAL BUDGET | 2020-21 AMENDED BUDGET | 2020-21 ACTIVITY THRU 04/30/21 | 2021-22 PROPOSED BUDGET |
|---------------------------------------|---------------------|-------------------------------|------------------------------|--------------------------------------|-------------------------------|
| ESTIMATED REVENUES | | | | | |
| 325.211 MAINTENANCE ASSESSMENT | 2,915,919 | 2,907,616 | 2,907,616 | 2,886,870 | 2,326,093 |
| 334.901 ST FEMA CLAIM REIM | 84,757 | 0 | 0 | 0 | 0 |
| 341.908 ELECTRIC REIMBURSEMENT | 1,018 | 0 | 0 | 1,174 | 600 |
| 341.999 MISCELLANEOUS REVENUE | 661 | 300 | 300 | 282 | 300 |
| 361.101 INT INCOME - CFB | 1,621 | 0 | 0 | 0 | 0 |
| 361.102 INT INCOME - CASH EQUIV | 43,432 | 58,981 | 58,981 | 3,756 | 6,800 |
| 361.105 INTEREST INCOME-TAX COLLECTOR | 2,035 | 0 | 0 | 0 | 0 |
| 361.306 FLGIT-UNREALIZED GAIN/LOSS | 191,797 | 0 | 0 | 2,062 | 8,300 |
| 361.307 LTP UNREALIZED GAIN/LOSS | 191,404 | 0 | 0 | 278,125 | 241,200 |
| 361.309 FLFIT-UNREALIZED GAIN/LOSS | 3,077 | 0 | 0 | (1,230) | 0 |
| 361.409 FLFIT-REALIZED GAIN/LOSS | 62,393 | 0 | 0 | 10,397 | 9,000 |
| 361.410 VANGUARD-REALIZED GAIN/LOSS | 0 | 0 | 0 | 2 | 0 |
| 381.002 TRANSFER IN - DEBT SERVICE | 276,983 | 299,541 | 299,541 | 0 | 291,681 |
| 669.901 (ADD)/USE-WORKING CAPITAL | 0 | 298,161 | 298,161 | 0 | 45,606 |
| 669.907 (ADD)/USE-CAP PROJ PHASE I | 0 | (22,515) | (22,515) | 0 | 76,744 |
| 669.909 (ADD)/USE-CAP PROJ PHASE II | 0 | (98,713) | (98,713) | 0 | (134,587) |
| TOTAL ESTIMATED REVENUES | 3,775,097 | 3,443,371 | 3,443,371 | 3,181,438 | 2,871,737 |
| APPROPRIATIONS | | | | | |
| 111 EXECUTIVE SALARIES | 9,400 | 16,000 | 16,000 | 5,800 | 16,000 |
| 211 SOCIAL SECURITY TAXES | 583 | 992 | 992 | 360 | 992 |
| 212 MEDICARE TAXES | 136 | 232 | 232 | 84 | 232 |
| 241 WORKER'S COMPENSATION | 31 | 46 | 46 | 22 | 27 |
| 311 MANAGEMENT FEES | 175,504 | 191,811 | 191,811 | 111,891 | 201,402 |
| 312 ENGINEERING SERVICES | 5,877 | 8,500 | 8,500 | 2,820 | 8,443 |
| 313 LEGAL SERVICES | 6,680 | 6,000 | 6,000 | 2,400 | 6,000 |
| 314 TAX COLLECTOR FEES | 58,318 | 60,576 | 60,576 | 57,737 | 48,461 |
| 316 DEED COMPLIANCE SVCS | 72,375 | 69,576 | 69,576 | 40,586 | 74,428 |
| 318 TECHNOLOGY SERVICES | 7,057 | 0 | 0 | 0 | 0 |
| 319 OTHER PROFESSIONAL SVCS | 10,388 | 16,093 | 16,093 | 4,324 | 12,464 |
| 322 AUDITING SERVICES | 9,500 | 9,500 | 9,500 | 7,125 | 9,500 |
| 343 SYSTEMS MGMT SUPPORT | 1,348 | 2,000 | 2,000 | 618 | 3,034 |
| 344 PAYROLL SERVICES | 0 | 162 | 162 | 207 | 352 |
| 349 MISC CONTRACTUAL SVCS | 3,953 | 0 | 0 | 0 | 0 |
| 401 TRAVEL & PER DIEM | 0 | 5,000 | 5,000 | 0 | 5,000 |
| 412 POSTAGE | 0 | 100 | 100 | 0 | 100 |
| 431 ELECTRICITY | 150,478 | 204,660 | 204,660 | 80,589 | 204,660 |
| 434 IRRIGATION WATER | 28,579 | 34,342 | 34,342 | 19,283 | 34,516 |
| 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 | 37,524 | 92,333 | 92,333 | 5,040 | 14,310 |
| 463 LANDSCAPE MAINT-RECURRING | 277,027 | 277,055 | 277,055 | 143,394 | 305,077 |
| 464 LANDSCAPE MAINT-NON RECURRING | 48,974 | 52,500 | 52,500 | 8,644 | 42,200 |
| 468 IRRIGATION REPAIR | 5,968 | 13,800 | 13,800 | 454 | 10,750 |
| 469 OTHER MAINTENANCE | 28,341 | 53,282 | 53,282 | 10,708 | 48,383 |
| 471 PRINTING & BINDING | 65 | 500 | 500 | 79 | 500 |
| 493 PERMITS & LICENSES | 175 | 250 | 250 | 175 | 250 |
| 497 LEGAL ADVERTISING | 1,256 | 1,000 | 1,000 | 327 | 1,500 |
| 498 PROJECT WIDE FEES | 1,822,644 | 1,819,701 | 1,819,701 | 1,061,496 | 1,816,006 |
| 522 OPERATING SUPPLIES | 0 | 500 | 500 | 0 | 500 |
| 911 TRANS TO GENERAL R&R | 350,000 | 350,000 | 350,000 | 204,170 | 0 |
| 912 TRANS TO OTHER ROADS | 150,000 | 150,000 | 150,000 | 87,500 | 0 |
| TOTAL APPROPRIATIONS | 3,268,076 | 3,443,371 | 3,443,371 | 1,861,728 | 2,871,737 |

**VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 5
ANNUAL MAINTENANCE ASSESSMENT**

20% Decrease

| | | | | | 2020-21 | 2021-22 | Change | % Decr |
|--|---------------------|-----------------|--------------|----|------------------|---------------------|-------------|--------|
| Maintenance Assessments Billed: | | | | | 3,028,767 | 2,423,014 | | |
| Village Name | Unit | Acres | # Lots | | 0% | -20% | | |
| Phase #1 | | | | | | | | |
| Winifred | 70 | 93.15 | 439 | \$ | 495.28 | \$ 396.22 | \$ (99.06) | -20% |
| Winifred | 70 Rec Tr c | 0.51 | 1 | | 1,190.42 | 952.33 | (238.09) | -20% |
| Winifred | 71 | 52.43 | 234 | | 522.99 | 418.39 | (104.60) | -20% |
| Bridgeport @ Lake Miona | 72 | 59.37 | 130 | | 1,065.99 | 852.79 | (213.20) | -20% |
| Bonnybrook | 73 | 22.99 | 99 | | 542.04 | 433.63 | (108.41) | -20% |
| Bonnybrook | 74 | 27.78 | 119 | | 544.90 | 435.92 | (108.98) | -20% |
| Bonnybrook | 75 | 35.70 | 162 | | 514.38 | 411.50 | (102.88) | -20% |
| Bonnybrook | 75 Rec Tr B | 0.48 | 1 | | 1,120.39 | 896.31 | (224.08) | -20% |
| Bonnybrook | 75 Rec Tr C | 0.03 | 1 | | 70.02 | 56.02 | (14.00) | -20% |
| Belvedere | 76 | 19.24 | 83 | | 541.07 | 432.86 | (108.21) | -20% |
| Belvedere | 77 | 10.98 | 36 | | 711.92 | 569.53 | (142.39) | -20% |
| Belvedere | 78 | 13.15 | 63 | | 487.21 | 389.77 | (97.44) | -20% |
| Belvedere | 79 | 36.41 | 167 | | 508.90 | 407.12 | (101.78) | -20% |
| Belvedere | 79 Rec Tr B | 0.45 | 1 | | 1,050.37 | 840.29 | (210.08) | -20% |
| Belvedere | 80 | 45.65 | 207 | | 514.75 | 411.80 | (102.95) | -20% |
| Bonnybrook | 81 | 16.99 | 69 | | 574.74 | 459.79 | (114.95) | -20% |
| Ashland | 82 | 22.09 | 102 | | 505.50 | 404.40 | (101.10) | -20% |
| Ashland | 83 | 48.55 | 246 | | 460.66 | 368.53 | (92.13) | -20% |
| Ashland | 84 | 8.83 | 43 | | 479.31 | 383.45 | (95.86) | -20% |
| Ashland | 103 | 2.77 | 15 | | 431.04 | 344.83 | (86.21) | -20% |
| Belvedere | Arlington | 8.73 | 72 | | 283.02 | 226.41 | (56.61) | -20% |
| Ashland | Bellamy | 5.89 | 46 | | 298.87 | 239.10 | (59.77) | -20% |
| Ashland | Bellamy Rec Tract C | 0.45 | 1 | | 1,050.37 | 840.29 | (210.08) | -20% |
| Belvedere | Belmont | 7.43 | 53 | | 327.22 | 261.78 | (65.44) | -20% |
| Bonnybrook | Broyhill | 8.11 | 75 | | 252.40 | 201.92 | (50.48) | -20% |
| Belvedere | Cherry Hill | 8.17 | 62 | | 307.58 | 246.06 | (61.52) | -20% |
| Ashland | Clayton | 8.04 | 72 | | 260.65 | 208.52 | (52.13) | -20% |
| Bonnybrook | Clifton | 8.51 | 58 | | 342.48 | 273.98 | (68.50) | -20% |
| Bonnybrook | Ezell | 10.77 | 79 | | 318.21 | 254.57 | (63.64) | -20% |
| Bonnybrook | Heritage | 9.56 | 64 | | 348.66 | 278.93 | (69.73) | -20% |
| Belvedere | Hialeah | 9.89 | 85 | | 271.58 | 217.27 | (54.31) | -20% |
| Bonnybrook | Inglewood | 8.12 | 70 | | 270.76 | 216.61 | (54.15) | -20% |
| Ashland | Jasper | 8.81 | 63 | | 326.41 | 261.13 | (65.28) | -20% |
| Winifred | Latrobe | 8.76 | 65 | | 314.57 | 251.66 | (62.91) | -20% |
| Ashland | Rainey | 8.71 | 80 | | 254.13 | 203.30 | (50.83) | -20% |
| Total Phase #1 | | 637.50 | 3,163 | | | | | |
| Phase #2 | | | | | | | | |
| Lynnhaven | 85 | 22.25 | 100 | \$ | 519.35 | \$ 415.48 | \$ (103.87) | -20% |
| Lynnhaven | 86 | 19.14 | 96 | | 465.37 | 372.30 | (93.07) | -20% |
| Lynnhaven | 87 | 35.79 | 180 | | 464.11 | 371.29 | (92.82) | -20% |
| Lynnhaven | 88 | 18.21 | 74 | | 574.39 | 459.51 | (114.88) | -20% |
| Lynnhaven | 89 | 26.07 | 128 | | 475.40 | 380.32 | (95.08) | -20% |
| Sunset Pointe | 90 | 24.70 | 94 | | 613.33 | 490.67 | (122.66) | -20% |
| Sunset Pointe | 90 Rec Tr H | 2.63 | 1 | | 6,138.81 | 4,911.05 | (1,227.76) | -20% |
| Sunset Pointe | 91 | 44.68 | 168 | | 620.77 | 496.62 | (124.15) | -20% |
| Sunset Pointe | 92 | 53.00 | 237 | | 521.98 | 417.59 | (104.39) | -20% |
| Sunset Pointe | 93 | 25.45 | 118 | | 503.42 | 402.74 | (100.68) | -20% |
| Sunset Pointe | 93 Rec Tr B | 0.38 | 1 | | 886.98 | 709.58 | (177.40) | -20% |
| Sunset Pointe | 94 | 32.54 | 73 | | 1,040.45 | 832.36 | (208.09) | -20% |
| Poinciana | 95 | 37.37 | 179 | | 487.30 | 389.84 | (97.46) | -20% |
| Poinciana | 95 Rec Tr A & C | 1.68 | 1 | | 3,921.37 | 3,137.10 | (784.27) | -20% |
| Liberty Park | 96 | 38.05 | 176 | | 504.63 | 403.70 | (100.93) | -20% |
| Liberty Park | 96 Rec Tr A | 0.46 | 1 | | 1,073.71 | 858.97 | (214.74) | -20% |
| Liberty Park | 97 | 43.63 | 203 | | 501.67 | 401.34 | (100.33) | -20% |
| Liberty Park | 98 | 38.07 | 183 | | 485.58 | 388.46 | (97.12) | -20% |
| Poinciana | 99 | 62.38 | 293 | | 496.94 | 397.55 | (99.39) | -20% |
| Poinciana | 100 | 25.28 | 106 | | 556.67 | 445.34 | (111.33) | -20% |
| Bridgeport @ Lake Miona | 102 | 5.68 | 10 | | 1,325.80 | 1,060.64 | (265.16) | -20% |
| Poinciana | Bailey Ridge | 7.82 | 57 | | 320.23 | 256.18 | (64.05) | -20% |
| Liberty Park | Chesterfield | 6.84 | 46 | | 347.08 | 277.66 | (69.42) | -20% |
| Lynnhaven | Collington | 9.31 | 86 | | 252.69 | 202.15 | (50.54) | -20% |
| Liberty Park | Eagle Ridge | 9.43 | 82 | | 268.43 | 214.74 | (53.69) | -20% |
| Liberty Park | Edgefield | 7.40 | 58 | | 297.81 | 238.24 | (59.57) | -20% |
| Sunset Pointe | Hickory Grove | 8.77 | 75 | | 272.94 | 218.35 | (54.59) | -20% |
| Poinciana | Lime Grove | 8.53 | 61 | | 326.40 | 261.12 | (65.28) | -20% |
| Poinciana | Mount Pleasant | 9.84 | 67 | | 342.81 | 274.25 | (68.56) | -20% |
| Liberty Park | Mount Vernon | 7.74 | 67 | | 269.65 | 215.72 | (53.93) | -20% |
| Lynnhaven | Southern Oaks | 9.99 | 93 | | 250.73 | 200.59 | (50.14) | -20% |
| Poinciana | Sullivan | 8.73 | 62 | | 328.66 | 262.93 | (65.73) | -20% |
| Lynnhaven | Swainwood | 8.25 | 69 | | 279.08 | 223.27 | (55.81) | -20% |
| Total Phase #2 | | 660.09 | 3,245 | | | | | |
| Grand Total | | 1,297.59 | 6,408 | | | | | |
| BUDGET REVENUE (96%) | | | | | | \$ 2,326,093 | | |
| Tax Collector (2%) | | | | | | \$ 48,461 | | |

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
District 5 - Debt Service Fund - 2013A Assessment Refunding Bonds
FY2021-2022 BUDGET REPORT

| ACCOUNT | 2019-20 ACTIVITY | 2020-21 ORIGINAL BUDGET | 2020-21 AMENDED BUDGET | 2020-21 ACTIVITY THRU 04/30/21 | 2021-22 PROPOSED BUDGET |
|--|---------------------|-------------------------------|------------------------------|--------------------------------------|-------------------------------|
| ESTIMATED REVENUES | | | | | |
| 325.111 DEBT SERVICE ASSESSMENT(REG) | 1,016,780 | 980,320 | 980,320 | 945,404 | 921,395 |
| 325.112 DEBT SERVICE ASSESSMENT(PRE-PA | 456,654 | 225,000 | 431,654 | 229,652 | 250,000 |
| 361.103 INT INCOME - USB | 9,142 | 0 | 0 | 742 | 1,300 |
| 669.901 (ADD)/USE-WORKING CAPITAL | 0 | 61,056 | (35,598) | 0 | 68,666 |
| TOTAL ESTIMATED REVENUES | 1,482,576 | 1,266,376 | 1,376,376 | 1,175,798 | 1,241,361 |
| APPROPRIATIONS | | | | | |
| 314 TAX COLLECTOR FEES | 20,336 | 20,423 | 20,423 | 18,908 | 19,196 |
| 321 ACCOUNTING SERVICES | 500 | 500 | 500 | 0 | 500 |
| 323 TRUSTEE SERVICES | 4,579 | 6,904 | 6,904 | 4,579 | 4,580 |
| 710 PRINCIPAL | 550,000 | 565,000 | 565,000 | 0 | 555,000 |
| 715 PRINCIPAL PREPAYMENT | 360,000 | 225,000 | 335,000 | 310,000 | 250,000 |
| 720 INTEREST | 354,425 | 334,119 | 334,119 | 164,316 | 301,106 |
| 730 MISC BOND EXPENSES | 1,000 | 1,000 | 1,000 | 500 | 1,000 |
| 918 TRANS TO GENERAL FUND | 107,042 | 113,430 | 113,430 | 0 | 109,979 |
| TOTAL APPROPRIATIONS | 1,397,882 | 1,266,376 | 1,376,376 | 498,303 | 1,241,361 |

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
District 5 - Debt Service Fund - 2013B Assessment Refunding Bonds
FY2021-2022 BUDGET REPORT

| ACCOUNT | 2019-20 ACTIVITY | 2020-21 ORIGINAL BUDGET | 2020-21 AMENDED BUDGET | 2020-21 ACTIVITY THRU 04/30/21 | 2021-22 PROPOSED BUDGET |
|--|---------------------|-------------------------------|------------------------------|--------------------------------------|-------------------------------|
| ESTIMATED REVENUES | | | | | |
| 325.111 DEBT SERVICE ASSESSMENT(REG) | 1,530,048 | 1,476,286 | 1,476,286 | 1,442,013 | 1,419,465 |
| 325.112 DEBT SERVICE ASSESSMENT(PRE-PA | 514,619 | 300,000 | 414,619 | 257,358 | 300,000 |
| 361.103 INT INCOME - USB | 13,359 | 0 | 0 | 1,019 | 1,700 |
| 669.901 (ADD)/USE-WORKING CAPITAL | 0 | 106,071 | 36,452 | 0 | 98,160 |
| TOTAL ESTIMATED REVENUES | 2,058,026 | 1,882,357 | 1,927,357 | 1,700,390 | 1,819,325 |
| APPROPRIATIONS | | | | | |
| 314 TAX COLLECTOR FEES | 30,601 | 30,756 | 30,756 | 28,840 | 29,572 |
| 321 ACCOUNTING SERVICES | 500 | 500 | 500 | 0 | 500 |
| 323 TRUSTEE SERVICES | 5,488 | 9,684 | 9,684 | 5,063 | 5,063 |
| 710 PRINCIPAL | 795,000 | 820,000 | 820,000 | 0 | 810,000 |
| 715 PRINCIPAL PREPAYMENT | 445,000 | 300,000 | 345,000 | 305,000 | 300,000 |
| 720 INTEREST | 562,369 | 534,306 | 534,306 | 263,219 | 491,488 |
| 730 MISC BOND EXPENSES | 1,000 | 1,000 | 1,000 | 500 | 1,000 |
| 918 TRANS TO GENERAL FUND | 169,941 | 186,111 | 186,111 | 0 | 181,702 |
| 918 TRANS TO GENERAL FUND | | | | | |
| TOTAL APPROPRIATIONS | 2,009,899 | 1,882,357 | 1,927,357 | 602,622 | 1,819,325 |

FOR INFORMATION ONLY

Board Supervisors,

Attached are additional items for your information:

1) The Budget Reports with the 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

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT

DISTRICT 5

FY2021-2022 BUDGET REPORT

| ACCOUNT | 2019-20 ACTIVITY | 2020-21 ORIGINAL BUDGET | 2020-21 AMENDED BUDGET | 2020-21 ACTIVITY THRU 04/30/21 | 2021-22 RECMD BUDGET | 2021-22 PROPOSED BUDGET | 2021-22 PROPOSED AMT CHANGE | 2021-22 PROPOSED % CHANGE |
|---------------------------------------|---------------------|-------------------------------|------------------------------|--------------------------------------|----------------------------|-------------------------------|-----------------------------------|---------------------------------|
| ESTIMATED REVENUES | | | | | | | | |
| 325.211 MAINTENANCE ASSESSMENT | 2,915,919 | 2,907,616 | 2,907,616 | 2,886,870 | 2,907,616 | 2,326,093 | (581,523) | (20)% |
| 334.901 ST FEMA CLAIM REIM | 84,757 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 341.908 ELECTRIC REIMBURSEMENT | 1,018 | 0 | 0 | 1,174 | 600 | 600 | 600 | |
| 341.999 MISCELLANEOUS REVENUE | 661 | 300 | 300 | 282 | 300 | 300 | 0 | 0% |
| 361.101 INT INCOME - CFB | 1,621 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 361.102 INT INCOME - CASH EQUIV | 43,432 | 58,981 | 58,981 | 3,756 | 6,800 | 6,800 | (52,181) | (88)% |
| 361.105 INTEREST INCOME-TAX COLLECTOR | 2,035 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 361.306 FLGIT-UNREALIZED GAIN/LOSS | 191,797 | 0 | 0 | 2,062 | 8,300 | 8,300 | 8,300 | |
| 361.307 LTP UNREALIZED GAIN/LOSS | 191,404 | 0 | 0 | 278,125 | 241,200 | 241,200 | 241,200 | |
| 361.309 FLFIT-UNREALIZED GAIN/LOSS | 3,077 | 0 | 0 | (1,230) | 0 | 0 | 0 | |
| 361.409 FLFIT-REALIZED GAIN/LOSS | 62,393 | 0 | 0 | 10,397 | 9,000 | 9,000 | 9,000 | |
| 361.410 VANGUARD-REALIZED GAIN/LOSS | 0 | 0 | 0 | 2 | 0 | 0 | 0 | |
| 381.002 TRANSFER IN - DEBT SERVICE | 276,983 | 299,541 | 299,541 | 0 | 291,681 | 291,681 | (7,860) | (3)% |
| 669.901 (ADD)/USE-WORKING CAPITAL | 0 | 298,161 | 298,161 | 0 | 226,198 | 45,606 | (252,555) | (85)% |
| 669.907 (ADD)/USE-CAP PROJ PHASE I | 0 | (22,515) | (22,515) | 0 | 76,744 | 76,744 | 99,259 | (441)% |
| 669.909 (ADD)/USE-CAP PROJ PHASE II | 0 | (98,713) | (98,713) | 0 | (134,587) | (134,587) | (35,874) | 36% |
| TOTAL ESTIMATED REVENUES | 3,775,097 | 3,443,371 | 3,443,371 | 3,181,438 | 3,633,852 | 2,871,737 | (571,634) | (17)% |
| APPROPRIATIONS | | | | | | | | |
| 111 EXECUTIVE SALARIES | 9,400 | 16,000 | 16,000 | 5,800 | 16,000 | 16,000 | 0 | 0% |
| 211 SOCIAL SECURITY TAXES | 583 | 992 | 992 | 360 | 992 | 992 | 0 | 0% |
| 212 MEDICARE TAXES | 136 | 232 | 232 | 84 | 232 | 232 | 0 | 0% |
| 241 WORKER'S COMPENSATION | 31 | 46 | 46 | 22 | 27 | 27 | (19) | (41)% |
| 311 MANAGEMENT FEES | 175,504 | 191,811 | 191,811 | 111,891 | 201,402 | 201,402 | 9,591 | 5% |
| 312 ENGINEERING SERVICES | 5,877 | 8,500 | 8,500 | 2,820 | 8,443 | 8,443 | (57) | (1)% |
| 313 LEGAL SERVICES | 6,680 | 6,000 | 6,000 | 2,400 | 6,000 | 6,000 | 0 | 0% |
| 314 TAX COLLECTOR FEES | 58,318 | 60,576 | 60,576 | 57,737 | 60,576 | 48,461 | (12,115) | (20)% |
| 316 DEED COMPLIANCE SVCS | 72,375 | 69,576 | 69,576 | 40,586 | 74,428 | 74,428 | 4,852 | 7% |
| 318 TECHNOLOGY SERVICES | 7,057 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 319 OTHER PROFESSIONAL SVCS | 10,388 | 16,093 | 16,093 | 4,324 | 12,464 | 12,464 | (3,629) | (23)% |
| 322 AUDITING SERVICES | 9,500 | 9,500 | 9,500 | 7,125 | 9,500 | 9,500 | 0 | 0% |
| 343 SYSTEMS MGMT SUPPORT | 1,348 | 2,000 | 2,000 | 618 | 3,034 | 3,034 | 1,034 | 52% |
| 344 PAYROLL SERVICES | 0 | 162 | 162 | 207 | 352 | 352 | 190 | 117% |
| 349 MISC CONTRACTUAL SVCS | 3,953 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 401 TRAVEL & PER DIEM | 0 | 5,000 | 5,000 | 0 | 5,000 | 5,000 | 0 | 0% |
| 412 POSTAGE | 0 | 100 | 100 | 0 | 100 | 100 | 0 | 0% |
| 431 ELECTRICITY | 150,478 | 204,660 | 204,660 | 80,589 | 204,660 | 204,660 | 0 | 0% |
| 434 IRRIGATION WATER | 28,579 | 34,342 | 34,342 | 19,283 | 34,516 | 34,516 | 174 | 1% |
| 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 | 37,524 | 92,333 | 92,333 | 5,040 | 14,310 | 14,310 | (78,023) | (85)% |
| 463 LANDSCAPE MAINT-RECURRING | 277,027 | 277,055 | 277,055 | 143,394 | 305,077 | 305,077 | 28,022 | 10% |
| 464 LANDSCAPE MAINT-NON RECURRING | 48,974 | 52,500 | 52,500 | 8,644 | 42,200 | 42,200 | (10,300) | (20)% |
| 468 IRRIGATION REPAIR | 5,968 | 13,800 | 13,800 | 454 | 10,750 | 10,750 | (3,050) | (22)% |
| 469 OTHER MAINTENANCE | 28,341 | 53,282 | 53,282 | 10,708 | 48,383 | 48,383 | (4,899) | (9)% |
| 471 PRINTING & BINDING | 65 | 500 | 500 | 79 | 500 | 500 | 0 | 0% |
| 493 PERMITS & LICENSES | 175 | 250 | 250 | 175 | 250 | 250 | 0 | 0% |
| 497 LEGAL ADVERTISING | 1,256 | 1,000 | 1,000 | 327 | 1,500 | 1,500 | 500 | 50% |
| 498 PROJECT WIDE FEES | 1,822,644 | 1,819,701 | 1,819,701 | 1,061,496 | 1,816,006 | 1,816,006 | (3,695) | (0)% |
| 522 OPERATING SUPPLIES | 0 | 500 | 500 | 0 | 500 | 500 | 0 | 0% |
| 911 TRANS TO GENERAL R&R | 350,000 | 350,000 | 350,000 | 204,170 | 350,000 | 0 | (350,000) | (100)% |
| 912 TRANS TO OTHER ROADS | 150,000 | 150,000 | 150,000 | 87,500 | 400,000 | 0 | (150,000) | (100)% |
| TOTAL APPROPRIATIONS | 3,268,076 | 3,443,371 | 3,443,371 | 1,861,728 | 3,633,852 | 2,871,737 | (571,634) | (17)% |

DISTRICT # 5 - WORKING CAPITAL and R & R FUNDS BALANCES

| Working Capital | Amend 2020-21 | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|---|--------------------------|----------------|----------------|----------------|----------------|----------------|
| Beginning Balance | 4,496,390 | 4,198,229 | 4,152,623 | 4,007,009 | 3,834,177 | 3,655,146 |
| Deposits | 2,966,897 | 2,592,293 | 2,592,293 | 2,592,293 | 2,592,293 | 2,592,293 |
| Expenditures - Operating (2% inc yr/yr) | 2,655,818 | 2,595,259 | 2,647,164 | 2,700,107 | 2,754,109 | 2,809,192 |
| Plant Replacements Non-Recurring | 52,500 | 42,200 | 0 | 0 | 0 | 0 |
| Capital Improvement Plan Expenditures | 56,740 | 440 | 90,743 | 65,017 | 17,215 | 66,172 |
| Transfer/ Deposit to R & R | 500,000 | 0 | 0 | 0 | 0 | 0 |
| Ending Balance | 4,198,229 | 4,152,623 | 4,007,009 | 3,834,177 | 3,655,146 | 3,372,076 |

RESERVES

| General R & R | Amend 2020-21 | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|---------------------------------------|--------------------------|----------------|----------------|----------------|----------------|----------------|
| Beginning Balance | 6,592,200 | 6,942,200 | 6,942,200 | 6,942,200 | 6,942,200 | 6,942,200 |
| Deposits | 350,000 | 0 | 0 | 0 | 0 | 0 |
| Capital Improvement Plan Expenditures | 0 | 0 | 0 | 0 | 0 | 0 |
| Ending Balance | 6,942,200 | 6,942,200 | 6,942,200 | 6,942,200 | 6,942,200 | 6,942,200 |

| Villa Road R & R | Amend 2020-21 | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|---------------------------------------|--------------------------|----------------|----------------|----------------|----------------|----------------|
| Beginning Balance | 3,029,875 | 3,179,875 | 3,179,875 | 3,179,875 | 3,179,875 | 3,179,875 |
| Deposits | 150,000 | 0 | 0 | 0 | 0 | 0 |
| Capital Improvement Plan Expenditures | 0 | 0 | 0 | 0 | 0 | 0 |
| Ending Balance | 3,179,875 | 3,179,875 | 3,179,875 | 3,179,875 | 3,179,875 | 3,179,875 |

| | | | | | | |
|---|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Total Reserves & Working Capital | 14,320,304 | 14,274,698 | 14,129,084 | 13,956,252 | 13,777,221 | 13,494,151 |
|---|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|

| Restricted Cap Proj 2013A - Phase I Excess Revenue | Amend 2020-21 | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|---|--------------------------|----------------|----------------|----------------|----------------|----------------|
| Beginning Balance | 543,922 | 566,437 | 489,693 | 595,896 | 698,037 | 795,807 |
| Deposits | 113,430 | 109,979 | 106,203 | 102,141 | 97,770 | 93,058 |
| Capital Improvement Plan Expenditures | 0 | 0 | 0 | 0 | 0 | 0 |
| Project Wide Fund Expenditures | 90,915 | 186,723 | 0 | 0 | 0 | 0 |
| Ending Balance | 566,437 | 489,693 | 595,896 | 698,037 | 795,807 | 888,865 |

| Restricted Cap Proj 2013B - Phase II Excess Revenue | Amend 2020-21 | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 |
|--|--------------------------|----------------|----------------|----------------|----------------|----------------|
| Beginning Balance | 814,792 | 913,505 | 1,048,092 | 1,224,930 | 1,396,495 | 1,562,353 |
| Deposits | 186,111 | 181,702 | 176,838 | 171,565 | 165,858 | 159,631 |
| Capital Improvement Plan Expenditures | 0 | 0 | 0 | 0 | 0 | 0 |
| Project Wide Fund Expenditures | 87,398 | 47,115 | 0 | 0 | 0 | 0 |
| Ending Balance | 913,505 | 1,048,092 | 1,224,930 | 1,396,495 | 1,562,353 | 1,721,984 |

| | |
|---------------------------|--------------|
| FY 20-21 Operating Budget | \$ 2,712,558 |
| 3 Month | 678,140 |
| 4 Month | 904,186 |

DISTRICT #5 - 2013A ASSESSMENT REFUNDING BOND

| | 2020-21 Amended Budget | 2021-22 Requested Budget | 2021-22 Recommd. Budget | 2021-22 Proposed Budget |
|---------------------|---------------------------------------|---|--|--|
| Debt Service | | | | |
| Beginning Balance | 603,744 | 639,342 | 639,342 | 639,342 |
| Deposits | 1,411,974 | 1,172,695 | 1,172,695 | 1,172,695 |
| Expenditures | 1,376,376 | 1,241,361 | 1,241,361 | 1,241,361 |
| Ending Balance | 639,342 | 570,676 | 570,676 | 570,676 |

DISTRICT #5 - 2013B ASSESSMENT REFUNDING BOND

| | 2020-21 Amended Budget | 2021-22 Requested Budget | 2021-22 Recommd. Budget | 2021-22 Proposed Budget |
|---------------------|------------------------------|--------------------------------|-------------------------------|-------------------------------|
| Debt Service | | | | |
| Beginning Balance | 751,312 | 714,860 | 714,860 | 714,860 |
| Deposits | 1,890,905 | 1,721,165 | 1,721,165 | 1,721,165 |
| Expenditures | 1,927,357 | 1,819,325 | 1,819,325 | 1,819,325 |
| Ending Balance | 714,860 | 616,700 | 616,700 | 616,700 |

The Villages®
Community Development Districts
District 5

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 5

FROM: District Staff

DATE: 6/14/2021

SUBJECT: **Old Business Status Update**

ISSUE: Old Business Status Update - June 14, 2021

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

| Description | Type |
|----------------|------------|
| ▣ Old Business | Cover Memo |

| VCDD No. 5 Old Business Status Update | | | | | |
|---|------------|--------------------|--|--|----------|
| ITEM | DATE ADDED | ASSIGNED DEPT | ACTION | STATUS (If Applicable) | COMPLETE |
| Track Deed Compliance Complaints for a one year period | 10/16/20 | COMMUNITYSTANDARDS | The Board requested the Staff track the number of complaints received, following the Board's action to eliminate the anonymous complaint option. | Staff will provide an update in November 2021. | |
| Schedule meeting with Supervisor Panos re: abandoned properties | 5/14/21 | COMMUNITYSTANDARDS | | Meeting was held on May 27, 2021. | X |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Non-VCDD No. 5 Items | | | | | |
| Provide Board with number of website hits. | 5/14/21 | ADMIN | | | |
| | | | | | |
| | | | | | |

The Villages®
Community Development Districts
District 5

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 5

FROM: Anne Hochsprung, Finance Director

DATE: 6/14/2021

SUBJECT: **Financial Statements**

ISSUE: Financial Statements as of April 30, 2021

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

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

The Villages®

Community Development Districts

District 5

Financial Statement Summary

As of April 30, 2021

Revenues

Year-to-Date (YTD) Revenues of \$3,181,000 are greater than prior year-to-date (PYTD) revenues of \$2,925,000 and are at 97% of budgeted revenues of \$3,266,000.

- The District has collected 99% of the budgeted maintenance assessments in the amount of \$2,887,000. 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 \$293,000 (\$14,000 realized gains, \$279,000 net unrealized gains) are greater than prior year earnings of \$40,000 and compare favorably to the annual budgeted earnings of \$59,000.

The District has received 99% 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 \$1,570,000 are less than prior year-to-date expenses of \$1,574,000. Year to date spending is at 53% of the annual budget of \$2,943,000.

- Management and Other Professional services include Management fees, Deed Compliance, Technology Service and Tax Collection fees. Management fees increased by 5% over prior year.
- Utility Services include Electricity and Irrigation Water expenses and year to date spending is at 42% of budgeted expenses of \$239,000.
- Building, Landscape and Other Maintenance Expenses totaling \$1,230,000 are less than prior year of \$1,242,000 and are at 53% of budget. A large portion of this expense represents the Project Wide allocation totaling \$1,061,000, a slight decrease over prior year allocation.
- Other Expenses include insurance expense, legal advertising and other miscellaneous expenses.
- A total \$292,000 has been transferred to the Committed Renewal and Replacement Fund, consistent with prior year.

Change in Unreserved Net Position

Year-to-Date increase in Unreserved Net Position of \$1,320,000 is greater than prior year to date increase of \$1,059,000. By year end, based on the anticipated revenues and expenditures, the District will meet the budgeted decrease in Unreserved Net Position of (\$177,000).

Investment Earnings

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

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

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

The Villages®
Community Development Districts
District 5

| Statement of Activity | | | | | |
|---|------------------|--|---------------|---------------|--------------|
| For the Seven Months Ending April 30, 2021 (58% of budget year) | | | | | |
| Original Budget | Budget % used | | YTD Actual | PYTD Actual | Variance |
| REVENUES: | | | | | |
| \$ 2,907,616 | 99% | Maintenance and Other Special Assessments | \$ 2,886,870 | \$ 2,884,029 | \$ 2,841 |
| 300 | 485% | Other Income | 1,456 | 1,356 | 100 |
| 58,981 | 497% | Investment Income | 293,113 | 39,631 | 253,483 |
| 2,966,897 | 107% | Total Revenues | 3,181,439 | 2,925,015 | 256,424 |
| 299,541 | 0% | Transfer In - Debt Service | - | - | - |
| \$ 3,266,438 | 97% | Total Available Resources: | \$ 3,181,439 | \$ 2,925,015 | \$ 256,424 |
| EXPENSES: | | | | | |
| 17,270 | 36% | Personnel Services | 6,265 | 4,121 | 2,144 |
| 364,218 | 63% | Management and Other Professional Services | 227,709 | 225,781 | 1,928 |
| 239,002 | 42% | Utility Services | 99,872 | 96,558 | 3,314 |
| 2,309,171 | 53% | Building, Landscape and Other Maintenance | 1,229,736 | 1,241,572 | (11,836) |
| 13,710 | 47% | Other Expenses | 6,476 | 6,461 | 15 |
| 2,943,371 | 53% | Total Operating Expenses | 1,570,058 | 1,574,492 | (4,434) |
| 500,000 | 58% | Transfers out of Unrestricted Fund | 291,670 | 291,670 | - |
| 500,000 | 58% | Total Other Changes | 291,670 | 291,670 | - |
| 3,443,371 | 54% | Total Expenses and Other Changes | 1,861,728 | 1,866,162 | (4,434) |
| \$ (176,933) | | Change in Unreserved Net Position | \$ 1,319,711 | \$ 1,058,853 | \$ 260,858 |
| Total Cash, Net of Bond Funds | | | | | |
| | | | \$ 17,158,300 | \$ 15,856,402 | \$ 1,301,898 |
| Fund Balance | | | | | |
| | | Unassigned | 5,816,101 | 5,325,204 | |
| | | Restricted - Capital Project Ph I | 543,922 | 436,880 | |
| | | Restricted - Capital Project Ph II | 814,792 | 644,851 | |
| | | Committed R and R General | 6,796,370 | 6,446,370 | |
| | | Committed R and R Cart Paths & Villa Roads | 3,117,375 | 2,967,375 | |
| | | Total Fund Balance | \$ 17,088,560 | \$ 15,820,679 | \$ 1,267,880 |

The Villages®
Community Development Districts
District 5

CASH AND INVESTMENT SUMMARY

As of April 30, 2021

| Fund Code | Account Name | Bank | Balance as of 10/01/20 | Current Balance | Reconciled Yes/No |
|---------------------|--|---------|------------------------|----------------------|-------------------|
| GENERAL FUND | | | | | |
| 001 | Cash Operating Acct | CFB | 25,272.33 | 55,323.50 | |
| 001 | FLCLASS | FLCLASS | 2,622,219.49 | 2,450,455.20 | |
| | Sub-total Cash & Cash Equivalents | | 2,647,491.82 | 2,505,778.70 | |
| 001 | Cash-FL PALM | FLPLM | 784,089.74 | 784,610.37 | |
| 001 | Cash-FL-FIT | FLFIT | 4,467,682.82 | 4,476,849.48 | |
| 001 | Vanguard | VANG | - | 1,500,002.47 | |
| 001 | FLGIT | FLGIT | 5,535,300.11 | 5,537,362.44 | |
| 001 | Long Term Investment | USB | 2,075,571.62 | 2,353,697.00 | |
| | Sub-total Investments | | 12,862,644.29 | 14,652,521.76 | |
| | TOTAL - General | | 15,510,136.11 | 17,158,300.46 | |

| | | | | | |
|-----|-----------------------------|-----|---------------------|---------------------|--|
| 201 | Revenue Fund 2013A | USB | 169,514.31 | 913,914.36 | |
| 201 | Prepayment Fund 2013A | USB | 309,075.74 | 242,324.71 | |
| 201 | Reserve Fund 2013A | SBA | 125,000.00 | 125,000.00 | |
| 202 | Revenue Fund 2013B | USB | 268,477.36 | 1,394,186.48 | |
| 202 | Principal PrePay 2013B | USB | 307,642.96 | 279,894.30 | |
| 202 | Reserve Fund 2013B | SBA | 175,000.00 | 175,000.00 | |
| | TOTAL - Debt service | | 1,354,710.37 | 3,130,319.85 | |

Grand Totals

| | |
|----------------------|----------------------|
| 16,864,846.48 | 20,288,620.31 |
|----------------------|----------------------|

The Villages®
Community Development Districts
District 5

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 5

FROM: DPM Staff

DATE: 6/14/2021

SUBJECT: **DPM Monthly Report**

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

| Description | Type |
|-------------------------|------------|
| □ D5 DPM Monthly Report | Cover Memo |

The Villages®

Community Development Districts

Property Management

District 5

June 2021

LANDSCAPE DIVISION

Upcoming Projects:**Prior Month Project Status:**

1. Plant installation (turf and shrub beds) is almost complete at the Churchill Recreation Center.

Completed Projects:

1. Unit 75 & 81 – replanting cul-de-sacs as part of year 2 of the 5-year plan. Plantings are completed.

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: D5-35 (Heron Executive Course – basin with bridge)

Prior Month Project Status:**Completed Projects:****General Maintenance:**

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

INFRASTRUCTURE DIVISION

Upcoming Projects:

1. A broken letter on the Laurel Manor sign and on the Bonnybrook sign are both scheduled for repairs.
2. New wall caps are currently being manufactured for the following villas:
 - Hialeah Villas
 - Latrobe Villas
 - Sullivan Villas
1. The following locations have been rescheduled for painting at the end of July, pending various repairs:
 - Arlington Villas
 - Chesterfield Villas
 - Ezell Villas
 - Heritage Villas
 - Hialeah Villas
 - Inglewood Villas
 - Jasper Villas
 - Latrobe Villas
 - Sullivan Villas
 - Unit 78 (Belvedere) Wall
 - Belvedere Ent sign/wall
 - Lynnhaven/Ashland/Bonnybrook Ent Sign
 - Bonnybrook Ent Wall Sign
 - Liberty Park Ent Wall Sign
 - Bridgeport of lake Miona Ent Sign
 - Broyhill Villas
 - St. Charles Wall
 - St. Charles Sign
 - Southern Oak Villas
 - Swainwood Villas

Prior Month Project Status:

1. Interiors for tunnels B12, B14, B15, B16, B17, B18 are continuing to be monitored for proper moisture before painting.
2. Wall repairs that began on March 29th are continuing at the following locations:
 - Hialeah Villas
 - Ashland and Lynnhaven walls
 - Bonnybrook entry
 - Latrobe Villas
 - Bridgeport of Lake Miona
 - Liberty Park sign
 - Sullivan Villas
 - Heritage Villa entry

Completed Projects:

General Maintenance:

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

| |
|--|
| |
|--|

The Villages®
Community Development Districts
District 5

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 5

FROM:

DATE:

SUBJECT: COVID-19 Update

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

The Villages®
Community Development Districts
District 5

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 5

FROM:

DATE:

SUBJECT: Supervisor Ferlisi: PWAC After Agenda

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.**