



Seat 1 - Dennis Broedlin, Supervisor
Seat 2 - William VonDohlen, Supervisor
Seat 3 - Steve Lapp, Vice Chairman
Seat 4 - Jerry Vicenti, Chairman
Seat 5 - Ed Coleman, Supervisor

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

AGENDA

June 10, 2021
8:00 AM

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

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

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

CONSENT AGENDA:

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

2. Approval of the Minutes
Approval of the Minutes for the Meeting held on May 13, 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 #7 (VCDD #7) and Hamlet Underground, LLC for Disaster Debris Removal and Disposal Services (Tertiary) to Miller Pipeline, LLC.

NEW BUSINESS:

4. Adoption of Resolution 21-08: FY2021-22 Proposed Budget
Adoption of Resolution 21-08 to approve the Fiscal Year 2021-22 Proposed Budget and to set the public hearing to adopt the Fiscal Year 2021-22 Final Budget.
5. Project Wide Monthly Invoice

Payment of Project Wide Monthly Invoice

6. VCDD No. 7 Legal Expenses - Hopping Green & Sams

Review and approval of legal invoices received from Hopping Green & Sams.

OLD BUSINESS:

7. Old Business Status Update

Old Business Status Update - June 10, 2021

PUBLIC HEARINGS:

8. Continued Case No. D7-02-21 VCDD No. 7 vs. Earl Behringer, 2196 Pilar Place

****Support documentation for this case can be obtained from the District Clerk's Office****

A. District Counsel Overview of Public Hearing Process

B. Swearing-In of Those Providing Evidence/Testimony

C. Open Public Hearing

D. Staff Presentation of the Facts

E. Owner/Interested Party Presentation

F. Close Public Hearing

G. Board Discussion/Determination

INFORMATIONAL ITEMS ONLY:

9. Financial Statements

Financial Statements as of April 30, 2021

10. DPM Monthly Report

REPORTS AND INPUT:

11. District Manager Reports

A. COVID-19 Update

12. District Counsel Reports

13. Supervisor Comments

A. District 7 Chairman Vicenti: PWAC After Agenda

14. Adjourn

HOSPITALITY * STEWARDSHIP * INNOVATION & CREATIVITY * HARD WORK

NOTICE

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

The Villages®
Community Development Districts
District 7

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 7

FROM: Jennifer Farlow, District Clerk

DATE: 6/10/2021

SUBJECT: **Approval of the Minutes**

ISSUE: Approval of the Minutes for the Meeting held on May 13, 2021.

ANALYSIS/INFORMATION: Staff requests approval of the Minutes for the Meeting held on May 13, 2021.

STAFF RECOMMENDATION: Staff recommends approval of the Minutes for the Meeting held on May 13, 2021.

MOTION: Motion to approve the Minutes for the Meeting held on May 13, 2021.

ATTACHMENTS:

Description	Type
☐ May 13 2021 Minutes	Cover Memo

**MINUTES OF MEETING
VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 7**

A Meeting of the Board of Supervisors of Village Community Development District No. 7 was held on Thursday, May 13, 2021 at 8:00 a.m. in the Savannah Regional Recreation Center, 1545 Buena Vista Boulevard, The Villages, Florida, 32162.

Board members present and constituting a quorum:

Jerry Vicenti	Chairman
Steve Lapp	Vice Chairman
Bill VonDohlen	Supervisor
Edward Coleman	Supervisor

Staff Present:

Kenny Blocker	Deputy District Manager
Carrie Duckett	Assistant District Manager
Mike Eckert	District Counsel
Barbara Kays	Budget Director
Mark LaRock	Purchasing Director
Bruce Brown	District Property Management Assistant Director
Brittany Wilson	Director of Technology & Board Support Services
Jennifer Farlow	District Clerk
Katie Evans	Assistant to District Clerk

FIRST ORDER OF BUSINESS: Call to Order

A. Roll Call

Chairman Vicenti called the meeting to order at 8:00 a.m. and stated for the record that four (4) Board Supervisors were present representing a quorum. Dennis Broedlin was absent.

B. Pledge of Allegiance

The Chairman led the Pledge of Allegiance.

C. Observation of a Moment of Silence

The Board and residents observed a moment of silence for those who have served our Country and community.

Chairman Vicenti inquired if Supervisor Broedlin has advised Staff about his lack of attendance at the past few meetings. Jennifer Farlow, District Clerk, advised that Supervisor Broedlin did advise Staff he would be in attendance for the April 8, 2021 meeting, but would have to verify if he replied that he would attend today's meeting. Chairman Vicenti inquired if Florida Chapter 190 provides an attendance requirement for Supervisors. Mike Eckert, District Counsel, stated that Florida Chapter 190 does not provide an attendance requirement, and advised that only the Governor has the authority to remove an elected official from a Board position, which occurs in only very rare occasions. The Board does have the ability to request that Supervisor Broedlin attend future meetings or resign from the Board; if that does not occur the Seat would remain vacant until the term expires.

Kenny Blocker, Deputy District Manager, advised that Staff would communicate with Supervisor Broedlin.

D. Welcome Meeting Attendees.

The Chairman welcomed the meeting attendees.

E. Audience Comments

David Robbins, District 12 Supervisor, introduced himself to the Board of Supervisors.

SECOND ORDER OF BUSINESS: Law Enforcement Quarterly Update

Mr. Blocker advised that Lt. Siemer of the Sumter County Sheriff's Office (SCSO) is not in attendance, but Staff will communicate with his office and request that he attend a future meeting.

CONSENT AGENDA:

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

<p>On MOTION by Steve Lapp, seconded by Bill VonDohlen, with all in favor, the Board took formal action on the following items included on the Consent Agenda:</p> <p>THIRD ORDER OF BUSINESS: Approval of the Minutes for the Board Meeting</p>
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held on April 8, 2021.

FOURTH ORDER OF BUSINESS: Approval of the Annual Renewal Agreements with Asphalt Paving Systems, Inc., Pavement Technology, Inc. and Tri-State Asphalt Corp. and authorized the Chairman/Vice Chairman to execute the Agreements.

FIFTH ORDER OF BUSINESS: Project Wide Monthly Invoice

Anne Hochsprung, Finance Director, stated that Staff is requesting the Board's approval to proceed with the payment of the District's June 2021 invoice for the Project Wide Fund (PWF) Maintenance cost allocation in the amount of \$107,210.

Vice Chairman Lapp advised that he is opposed to the motion to proceed with the June 2021 Project Wide Maintenance cost allocation, and reiterated that a request has been made to Staff to provide the Board with a more complete monthly accounting of costs, to include a listing of what maintenance has been completed to District 7 Project Wide infrastructure, which has not yet been provided. Mr. Blocker stated that at the April 8, 2021 meeting Staff provided the Board with the PWF expenditure line items, and at that time the Board advised that a review and direction would be provided to Staff at the April 30, 2021 Special Meeting; however, the Board cancelled the April 30, 2021 Special Meeting and that discussion has not yet occurred. Staff has included the rescheduling of the Special Meeting on the agenda for the Board's consideration.

Chairman Vicenti requested a breakdown of the total amount expended on District 7 PWF infrastructure annually. Mr. Blocker reiterated, that as was stated during the April 8, 2021 meeting, there are some expenditures; such as irrigation, which would be extremely difficult to provide an actual breakdown of those related costs. Once the Board completes its review direction can be provided to Staff.

On MOTION by Bill VonDohlen, seconded by Ed Coleman, with three (3) Supervisors voting "Aye" and Steve Lapp voting "Nay", the Board approved payment of the June 2021 invoice for the Project Wide Maintenance cost allocation in the amount of \$107,210.

FOURTH ORDER OF BUSINESS: VCDD No. 7 Legal Expenses – Hopping Green & Sams

Chairman Vicenti stated that the Board has been presented with the invoice for legal services with Hopping Green & Sams (HGS) for the month of March 2021 and requested a motion to approve.

Supervisor Coleman stated the elevated legal fees submitted by HGS make sense at this time, as the firm is being brought up to speed on District 7 related items. The Agreement for Legal Services between the District and HGS identifies Legal Counsel preparation and attendance at monthly meetings and Architectural Review Committee (ARC) meetings, but Board discussion has not occurred as to how additional matters would be tasked to the firm, and believes that should occur.

Chairman Vicenti stated he believes that this would be an appropriate item for the Board to discuss at the Special Meeting. HGS attendance in-person at the ARC meetings was a cost of approximately \$2,000 per month. Mr. Eckert advised that weekly review of the ARC applications and attendance, via telephone, is approximately one hour and would recommend against in-person attendance. Chairman Vicenti stated he would suggest that the Board consider whether HGS completing the weekly review of the ARC applications or attendance at the ARC meetings via telephone is necessary, or if HGS should only complete a review of an item if an appeal is brought before the Board. Mr. Eckert stated that he would recommend the weekly review of the ARC applications occur; there are typically five (5) to eight (8) applications weekly, and if any problematic applications are identified, he would communicate the concerns with Staff.

Vice Chairman Lapp stated that when he previously served on the ARC, 99% of the applications that come before the Committee were routine, and does not believe weekly attorney review is necessary. If the ARC does deny an application the resident has the option to appeal, and at that time the attorney should become involved in the process.

Supervisor VonDohlen suggested that the Board not have legal counsel attend the weekly meeting via telephone, on a trial basis. Should an issue arise with this process, the Board can change its direction. Supervisor Coleman concurred.

Carrie Duckett, Assistant District Manager, requested clarification that if the ARC requests legal guidance on a District 7 application, that the Board is directing the ARC to deny the application, and the resident would then re-submit the application once legal clarification is provided. Ms. Duckett stated that this would result in a delay of two (2) weeks for the application to be brought back before the ARC,

and it would not be Staff's recommendation to eliminate HGS from attending the weekly ARC meetings via telephone.

Mr. Eckert suggested that HGS continue the weekly review of the District 7 ARC applications, and should there be an application that appears could be an issue, HGS will communicate the issues with Staff.

Ms. Duckett stated that Staff would then relay the information provided by HGS to the ARC, but Staff will not discuss any such issues with the ARC.

Following discussion, the Board provided direction that for a month long trial basis, HGS will no longer attend weekly ARC meetings via telephone or in person; HGS will complete a weekly review of the District 7 ARC applications and if any issues/potential issues are identified those will be communicated with Staff and HGS will attend that specific meeting via telephone.

<p>On MOTION by Bill VonDohlen, seconded by Steve Lapp, with all in favor, the Board authorized the payment to Hopping Green & Sams for legal services rendered during the month of March 2021 in the amount of \$10,848.63.</p>

SEVENTH ORDER OF BUSINESS: Old Business Status Update

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

- Correspondence with the Sumter Landing CDD (SLCDD) Board: This item will remain on the Old Business Status Update at the request of the Board.
- Provide Board with monthly PWF expenses for District 7: The Board will review this item during the upcoming Special Meeting and provide direction to Staff.
- Board participation in District procurement process: This item will be discussed during the upcoming Special Meeting.
- Provide Board with copy of Management Services Agreement: A copy of the Management Services Agreement was provided to the Board via email on April 8, 2021.

EIGHTH ORDER OF BUSINESS: Board Discussion: Reschedule Special Meeting

Chairman Vicenti stated that two (2) major purposes for the Board to hold the Special Meeting was to provide direction to District Counsel as it pertains to the Project Wide Fund (PWF) and other issues. Chairman Vicenti advised that he prepared an agenda for the upcoming meeting to provide a foundation of what topics are to be discussed.

Following review of the Supervisors', District Counsel's and District Staff's schedules, the Board requested that the April 30, 2021 Special Meeting be re-scheduled to Monday, May 24, 2021 at 2:00 p.m. Jennifer Farlow, District Clerk, advised that Staff will confirm availability of the Savannah Recreation Center.

Chairman Vicenti provided the Board with a copy of the proposed agenda for the upcoming Special Meeting and requested that the Board review the Third Amended and Restated Interlocal Agreement to provide Project Wide Maintenance and submit any suggested revisions.

Supervisor VonDohlen advised the Board that he has completed his review of the Third Amended and Restated Agreement and provided the Board with a copy of his comments, concerns and suggested revisions.

Mr. Blocker advised that Staff has confirmed the availability of the Savannah Center on Monday, May 24, 2021 at 2:00 p.m. to hold the Special Meeting.

Mr. Eckert requested that any additional comments that the Supervisors have be provided in advance of the meeting so that revisions can be completed to the agenda, if necessary.

<p>On MOTION by Bill VonDohlen, seconded by Steve Lapp, with all in favor, the Board re-scheduled its Special Meeting to Monday, May 24, 2021 at 2:00 p.m. to be held at the Savannah Regional Recreation Center.</p>
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NINTH ORDER OF BUSINESS: Case No. D7 vs. Earl Behringer, 2196 Pilar Place

- A. District Counsel Overview of Public Hearing Process
- B. Swearing-In of Those Providing Evidence/Testimony

Ms. Farlow administered the swearing-in of those individuals providing evidence or testimony in this case.

- C. Open Public Hearing

Chairman Vicenti opened the Public Hearing at 8:51 a.m.

D. Staff Presentation of the Facts

Candy Dennis, Community Standards Manager, advised the Board that Case No. D7-02-21, Village Community Development District (VCDD) No. 7 vs. Earl Behringer, 2196 Pilar Place, Unit 801, Lot 9 is a violation of the District's Rule to Bring About Deed Compliance and specifically the rule that states: "No Owner other than the Declarant or his transferees shall make any structural alteration or shall undertake any exterior repainting or repair of, or addition to his residence which would substantially alter the exterior appearance thereof, without the prior written approval of the plans and specifications therefore by the Declarant or an architectural review committee appointed by the Declarant." Ms. Dennis advised that on February 24, 2021 a complaint was received regarding a birdcage and concrete not being in accordance with ARC Application #81979. On February 24, 2021 the violation was verified and a Deed Restriction Reminder was written. After following the Procedures for Compliance of External Deed Restrictions, a Notice of Public Hearing was sent regular mail and certified mail on April 5, 2021. Staff communicated with the owner and was advised he had retained a law firm to represent him. District Counsel and the owner's attorney discussed the case and the owner has admitted he is violation, and has indicated that the property would be brought into compliance. Ms. Dennis advised that it is Staff's recommendation that the Owner has submitted a new ARC Application that will be reviewed by the ARC on May 19, 2021 to remove a portion of the concrete that is closer than two (2) feet from the property line and Continue Case No. D7-02-21 in progress until June 10, 2021 meeting to provide the Owner the opportunity to get a revised approval from the ARC on May 19, 2021, and subsequently bring the property into compliance.

Chairman Vicenti inquired what action would be taken if the owner did not bring the property into compliance. Mr. Eckert stated that the Board taking the action to continue the case will provide the owner the ability to obtain ARC approval; if ARC approval is not obtained the Board will have the ability to take formal action.

E. Owner/Interested Party Presentation

Don Wagner, 2202 Pilar Place, stated that he addressed the Board in 2020 regarding drainage concerns that have occurred on his property as a result of the concrete that was installed by the property owner of 2196 Pilar Place. Mr. Wagner stated that in the month of December 2020 the ARC approved

the construction of a birdcage on this property, but the construction that was completed was not done per the plans that were submitted and approved by the ARC. Communication was made with the Community Standards Department, and following review of the property, a Deed Violation Reminder was written; however, the property has not yet been brought into compliance. Mr. Wagner expressed concern that the villa is in the process of being sold, and that a new owner would not be aware that violations existed.

Mr. Eckert stated that the issue presented before the Board is that the concrete is less than two (2) feet from the wall and that the birdcage is larger than it should be and needs to be reduced in size for the property to be brought into compliance. Mr. Eckert stated that he communicated with the property owner's attorney and was advised that the new application would be presented to the ARC on May 19, 2021 and once approved, the repairs will be made to bring the property into compliance. Mr. Eckert stated that as it pertains to the property being sold with possible violations, those are legal issues that would have to be addressed between the buyer and seller. The recommendation for the Board to continue the case for 30 days is addressing the violation in the most efficient and cost effective manner possible.

Vice Chairman Lapp inquired if the additional concrete that was poured would also need to be removed. Mr. Eckert confirmed that the additional two (2) feet of concrete that was not approved as part of the ARC would need to be removed to bring the property into compliance.

Supervisor Coleman inquired if there is a proposed completion date for the violation to be brought into compliance. Ms. Dennis stated that the property owner has indicated that he has a contractor ready to start the project, once he receives ARC approval, and has indicated the work would be completed by May 31, 2021.

F. Close Public Hearing

Chairman Vicenti closed the Public Hearing at 9:15 a.m.

G Board Discussion/Determination

On MOTION by Steve Lapp, seconded by Bill VonDohlen, with all in favor, the Board continued Case No. D7-02-21 Village Community Development District No. 7 vs. Earl Behringer, 2196 Pilar Place, Unit 801, Lot 9 in progress until the June 10, 2021 meeting to provide the Owner the opportunity to get a revised approval from the Architectural Review Committee on May 19, 2021 and subsequently bring the property into compliance.

TENTH ORDER OF BUSINESS: DPM Monthly Report

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

ELEVENTH ORDER OF BUSINESS: Financial Statement

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

Supervisor VonDohlen stated that the District’s investable balances are invested in the best possible investments to gain the most interest during this fluctuating market.

TWELFTH ORDER OF BUSINESS: District 7 Budget Workshop

Mr. Blocker provided a reminder that the District 7 Board will hold a Budget Workshop on Tuesday, May 18, 2021 at 11:00 a.m. at the Savannah Regional Recreation Center.

TWELFTH ORDER OF BUSINESS: District Management Reports

A. COVID-19 Update

Mr. Blocker advised that District Management continues to follow the guidance set forth by the Centers of Disease Control and Prevention (CDC) and the local Health Departments and will be reviewing the utilization of the recreation centers and re-opening of the District Offices to identify when District facilities can resume 100% occupancy and is reviewing the Executive Orders recently issued by Governor DeSantis.

THIRTEENTH ORDER OF BUSINESS: District Counsel Reports

A. Legislative Update

Mr. Eckert provided the Board with a copy of Capitol Conversations which provides the Districts served by HGS weekly updates of the legislative process. This is the “End of Legislative Session” edition and provides an overall summary. Mr. Eckert stated that the State Legislature and the Governor have approved what is referred to as the COVID Bill, which provides a one year statute of limitations on claims from individuals against local governments and businesses who claim they were exposed to COVID-19 at a business or local government as a result of that local government’s negligence. The Bill provides a very comprehensive level of protection for local governmental entities and puts a very high

burden of proof on the individual attempting to prove that they did contract COVID-19 at a specific governmental entity or business, which will assist to encourage governmental entities and businesses to open up to 100% occupancy.

Mr. Eckert provided an update on the following Bills that will impact the District:

- CS/CS/CSHB1103 will require new reporting requirements by Special Districts in the annual audits as it pertains to the number of employees and total compensation; number of independent contractors and total compensation, all construction projects that exceed \$65,000, reporting of budget variances that required a budget amendment and assessment tables/levels and bonds outstanding.
- CS/HB35 will allow Special Districts the option to publish certain notices electronically, including meeting notices, on a newspaper website; however, HGS is in the process of analyzing whether this would be a cost effective option for a District, because of the newspaper advertising requirements that remain.
- SB 922 authorizes Special Districts to waive certain postsecondary educational requirements for veterans and would require the District to develop a written veterans' recruitment plan.
- CS/SB 400 will prohibit local governments from filing declaratory actions in response to an individual's request for public records request.
- CS/SB 378 increases the statutory late penalty interest for public entities that wrongfully withhold payment to a contractor from 1% to 2% per month.
- CS/CS/SB 44 expands the use of certain types of drones by political subdivisions, including Special Districts, for assessment of damage due to a natural disaster.

Mr. Eckert responded to Supervisors' inquiries.

Vice Chairman Lapp inquired if the limitation on impact fees passed. Mr. Eckert stated that the legislation did pass and limits impact fee increases to 12.5 % on an annual basis and 50% on a four (4) year basis. Mr. Eckert advised that he would provide the Board with a copy of the Bill.

ELEVENTH ORDER OF BUSINESS: Supervisor Comments

There were no additional Supervisor Comments.

TWELFTH ORDER OF BUSINESS: Adjourn

The meeting was adjourned at 9:14 a.m.

On MOTION by Bill VonDohlen, seconded by Steve Lapp, with all in favor, the Board adjourned the meeting.

Richard J. Baier
Secretary

Jerry Vicenti
Chairman

The Villages®
Community Development Districts
District 7

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 7

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

DATE: 6/10/2021

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 #7 (VCDD #7) and Hamlet Underground, LLC for Disaster Debris Removal and Disposal Services (Tertiary) to Miller Pipeline, LLC.

ANALYSIS/INFORMATION:

On July 12, 2018, VCDD #7 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 10, 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
▣ D7 18P-020 Agreement for Assignment_Miller Pipeline (tertiary)	Exhibit
▣ Notice of Acquisition	Backup Material
▣ VCDD7 18P-020 Hamlet (Original)	Backup Material

**AGREEMENT FOR CONSENT TO ASSIGNMENT
BETWEEN VILLAGE COMMUNITY DEVELOPMENT DISTRICT #7,
HAMLET UNDERGROUND, LLC AND MILLER PIPELINE, LLC
FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES (TERTIARY)**

RFP #18P-020

THIS AGREEMENT is entered into this 10th day of June 2021, by and between **VILLAGE COMMUNITY DEVELOPMENT DISTRICT #7** (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 12, 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 #7,
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 10, 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 #7**, 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 #7**

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

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

MILLER PIPELINE TO ACQUIRE OCALA-BASED HAMLET CONSTRUCTION

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

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

Hamlet acquisition affords Miller Pipeline expanded territory in central Florida

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

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

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

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

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

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

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

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

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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 #7
AND HAMLET UNDERGROUND, LLC FOR DISASTER DEBRIS REMOVAL AND
DISPOSAL SERVICES
RFP #18P-020**

THIS AGREEMENT is made this 12th day of July, 2018, by and between **VILLAGE COMMUNITY DEVELOPMENT DISTRICT #7** (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 12, 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 #7, 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 #7

By:

Print Name

Print Title

Date

Attest

HAMLET UNDERGROUND, LLC

By:

Print Name

Print Title

Date

Attest

PROPOSAL FORM

SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE			
EQUIPMENT TYPE WITH OPERATOR CATEGORY	Estimated Hours	Hourly Labor Rate	Total Extended Price
50' Bucket Truck	140	150.00	21,000.00
Crash Truck w/Impact Attenuator	70	100.00	7,000.00
Dozer, Tracked, D3 or Equivalent	70	80.00	5,600.00
Dozer, Tracked, D4 or Equivalent	70	80.00	5,600.00
Dozer, Tracked, D5 or Equivalent	70	90.00	6,300.00
Dozer, Tracked, D6 or Equivalent	70	120.00	8,400.00
Dump Truck, 18 +/- 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, 2,600 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
Kunickboom Loader	140	200.00	28,000.00
Lowboy Trailer w/ Tractor	70	150.00	10,500.00
Mobil Crane up to 15 Ton	70	150.00	10,500.00
Pump, 85 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	40.00	2,800.00
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	60.00	4,200.00
Pump, 660 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
Flopup 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 Sissor 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, 85 HP	70	75.00	5,250.00
EQUIPMENT WITH OPERATOR GRAND TOTAL EXTENDED PRICE:			331,100.00
OTHERS NOT LISTED IN LABOR CATEGORY - PLEASE LIST BELOW			
SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE (continued)			

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

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE			
If a Vendor elects to "No Proposal" individual service offerings their proposal may be considered non-responsive by the District. Items 9-12 are Ancillary Services. Vendors are requested to provide a cost for ancillary items; however these costs will not be used for evaluative purposes.			
1 Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a District approved debris management site (DMS) or District approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Removing debris from public property and ROW and hauling to DMS	300,000	10.00	3,000,000.00
2 C&D Debris Removal Work consists of the collection and transportation of eligible C&D on the ROW or public property to a District approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Removing C&D debris from ROW or public property and hauling to DMS	100,000	10.00	1,000,000.00
3 Debris Removal from Canals / Waterways Work consists of the collection and transportation of eligible debris from District maintained canals and waterways to a District approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Removing debris from District maintained canals/waterways and hauling to DMS	100,000	4.00	400,000.00
4 DMS Operation and Reduction Through Grinding Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this proposal	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
	200,000	4.00	800,000.00
5 Haul-out of Reduced Debris to a District Approved Final Disposal Site Work consists of loading and transporting reduced eligible disaster related debris at a District approved DMS to a District designated final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
	58,250	5.00	281,250.00

6 Removal of Hazardous Trees and Limbs			
Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the District ROW for collection under the terms and conditions of Scope of Services , Vegetative Debris Removal.	Estimated Quantity	\$ Per Tree	Total
6 inch to 12.99 inch diameter	180	100.00	16,000.00
13 inch to 24.99 inch diameter	75	200.00	15,000.00
25 inch to 36.99 inch diameter	10	350.00	3,500.00
37 inch to 48.99 inch diameter	5	1,000.00	5,000.00
49 inch and larger diameter	1	1,500.00	1,500.00
Hanger Removal (per Tree)	1,900	80.00	152,000.00
7 Removal of Hazardous Stumps			
Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a District approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal.	Estimated Quantity	\$ Per Stump	Total
24.1 inch to 36.99 inch diameter	20	350.00	7,000.00
37 inch to 48.99 inch diameter	10	500.00	5,000.00
49 inch and larger diameter	1	1,000.00	1,000.00
8 ROW White Goods Debris Removal			
Work consists of the removal of eligible White Goods from the ROW to a District approved DMS site or District approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the District approved DMS to a District approved facility for recycling.	Estimated Quantity	\$ Per Unit	Total
AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination	10	60.00	600.00
Washers, dryers, stoves, ovens, and hot water heaters	25	30.00	750.00
Total	\$ 5,688,600.00		
SCHEDULE 2 (REVISED) - UNIT RATE PRICE SCHEDULE CONTINUED			
Ancillary Options - The Following Items are not included in the Price Evaluation			
9 Household Hazardous Waste Removal, Transport, and Disposal			
Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a District approved permitted hazardous waste facility or MSW type I landfill.	Estimated Quantity	\$ Per Pound	Total
		5.00	
10 E-Waste Removal			
Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the District.	Estimated Quantity	\$ Per Unit	Total
		30.00	
11 Abandoned Vehicle Removal			
Work consists of the removal and transport of eligible abandoned vehicles.	Estimated Quantity	\$ Per Unit	Total
Passenger Car		150.00	
Single Axle		200.00	
Double Axle		250.00	
12 Dead Animal Carcasses			
Work consists of the recovery and disposal of dead animal carcasses.	Estimated Quantity	\$ Per Pound	Total
		5.00	

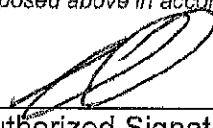
NOTE(S):

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

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

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

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


Authorized Signature

5-29-18
Date

Name of Proposer's Firm:

HAMLET UNDERGROUND, LLC.

This document must be completed and returned with your Submittal

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

EXHIBIT B

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

EXHIBIT C

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

EXHIBIT D

The Villages®
Community Development Districts
District 7

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 7

FROM: Barbara E. Kays, Budget Director

DATE: 6/10/2021

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

ISSUE:

Adoption of Resolution 21-08 to approve the Fiscal Year 2021-22 Proposed Budget and to set the public hearing to adopt the Fiscal Year 2021-22 Final Budget.

ANALYSIS/INFORMATION:

In accordance with Chapter 190, the District must approve by June 15th a proposed budget, proposed maintenance assessment rates, and adopt a resolution to set the public hearing for the budget adoption. Once approved, the Proposed Budget will be submitted to 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 \$2,200,429 reflects a decrease of \$393,436 or 15% due mainly to the Mill & Overlay of Villa roads projects that are in the current fiscal year budget.

As directed, the Fiscal Year 2021-22 maintenance assessment rates will remain the same as current year.

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

STAFF RECOMMENDATION:

Staff is recommending Adoption of Resolution 21-08 to approve the Fiscal Year 2021-22 Proposed Budget and to set the public hearing to adopt the Fiscal Year 2021-22 Final Budget. The date of the public hearing is September 9, 2021, 8:00 a.m. at the Savannah Recreation Center.

MOTION:

Move to adopt Resolution 21-08 to approve the Fiscal Year 2021-22 Proposed Budget and to set the public hearing to adopt the Fiscal Year 2021-22 Final Budget for September 9, 2021, 8:00 a.m. at the Savannah Recreation Center.

ATTACHMENTS:

Description	Type
▣ Resolution 21-08	Cover Memo

RESOLUTION 21-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 7 APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2021/2022 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Village Community Development District No. 7 ("**District**") prior to June 15, 2021, proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("**Fiscal Year 2021/2022**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 7:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2021/2022 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: September 9, 2021

HOUR: 8:00 a.m.

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

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Sumter County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 10 DAY OF JUNE, 2021.

ATTEST:

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 7**

Secretary

By: _____
Its: _____

EXHIBIT A

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
DISTRICT 7
FY2021-2022 BUDGET REPORT

ACCOUNT DESCRIPTION	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 04/30/21	2021-22 PROPOSED BUDGET
ESTIMATED REVENUES					
325.211 MAINTENANCE ASSESSMENT	1,929,122	1,924,791	1,924,791	1,907,291	1,924,791
334.901 ST FEMA CLAIM REIM	61,260	-	-	-	-
341.908 ELECTRIC REIMBURSEMENT	-	-	-	638	600
341.999 MISCELLANEOUS REVENUE	273	200	200	196	200
361.101 INT INCOME - CFB	1,419	-	-	-	-
361.102 INT INCOME - CASH EQUIV	35,131	18,864	18,864	2,993	5,500
361.105 INTEREST INCOME-TAX COLLECTOR	2,326	-	-	-	-
361.306 FLGIT-UNREALIZED GAIN/LOSS	37,406	-	-	402	1,700
361.307 LTP UNREALIZED GAIN/LOSS	52,860	-	-	76,028	67,200
361.309 FLFIT-UNREALIZED GAIN/LOSS	676	-	-	(270)	-
361.409 FLFIT-REALIZED GAIN/LOSS	13,700	-	-	2,283	2,000
361.410 VANGUARD-REALIZED GAIN/LOSS	-	-	-	1	-
381.002 TRANSFER IN - DEBT SERVICE	291,974	275,295	275,295	279	266,754
669.901 (ADD)/USE-WORKING CAPITAL	-	112,256	173,516	-	142,107
669.907 (ADD)/USE-CAP PROJ PHASE I	-	262,459	262,459	-	(210,423)
TOTAL ESTIMATED REVENUES	2,426,147	2,593,865	2,655,125	1,989,841	2,200,429
APPROPRIATIONS					
111 EXECUTIVE SALARIES	10,200	16,000	16,000	6,200	16,000
211 SOCIAL SECURITY TAXES	594	992	992	384	992
212 MEDICARE TAXES	186	232	232	90	232
241 WORKER'S COMPENSATION	18	46	46	21	27
311 MANAGEMENT FEES	153,469	167,886	167,886	97,936	176,281
312 ENGINEERING SERVICES	4,004	7,000	7,000	2,541	7,000
313 LEGAL SERVICES	12,693	10,000	71,260	24,483	66,000
314 TAX COLLECTOR FEES	38,592	40,100	40,100	38,146	40,100
316 DEED COMPLIANCE SVCS	52,963	39,785	39,785	23,210	38,695
318 TECHNOLOGY SERVICES	6,223	-	-	-	-
319 OTHER PROFESSIONAL SVCS	2,917	5,435	5,435	1,170	4,450
322 AUDITING SERVICES	9,500	9,500	9,500	7,125	9,500
343 SYSTEMS MGMT SUPPORT	763	245	245	114	888
344 PAYROLL SERVICES	-	162	162	207	352
349 MISC CONTRACTUAL SVCS	5,700	-	-	-	-
401 TRAVEL & PER DIEM	-	1,000	1,000	-	1,000
412 POSTAGE	-	100	100	-	100
431 ELECTRICITY	112,795	133,760	133,760	63,650	133,760
434 IRRIGATION WATER	18,149	20,545	20,545	11,709	23,823
442 EQUIPMENT RENTAL	-	500	500	-	-
451 CASUALTY & LIABILITY INSUR	5,895	5,860	5,860	5,895	6,650
461 EQUIPMENT MAINTENANCE	-	500	500	-	-
462 BUILDING/STRUCTURE MAINT	40,177	31,322	31,322	13,406	46,958
463 LANDSCAPE MAINT-RECURRING	125,854	129,102	129,102	62,549	133,944
464 LANDSCAPE MAINT-NON RECURRING	3,016	47,250	47,250	17,744	30,700
468 IRRIGATION REPAIR	4,858	14,123	14,123	5,193	7,360
469 OTHER MAINTENANCE	18,309	27,364	27,364	6,600	27,758
471 PRINTING & BINDING	70	500	500	158	500
491 BANK CHARGES	-	-	-	12	-
493 PERMITS & LICENSES	175	250	250	175	250
497 LEGAL ADVERTISING	1,287	2,000	2,000	782	1,300
498 PROJECT WIDE FEES	1,289,410	1,286,529	1,286,529	750,479	1,285,309
522 OPERATING SUPPLIES	-	500	500	-	500
633 INFRASTRUCTURE	-	455,277	455,277	-	-
911 TRANS TO GENERAL R&R	70,000	70,000	70,000	40,835	70,000
912 TRANS TO OTHER ROADS	70,000	70,000	70,000	40,835	70,000
TOTAL APPROPRIATIONS	2,057,817	2,593,865	2,655,125	1,221,649	2,200,429

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT
District 7 - Debt Service Fund - 2015 Assessment Refunding Bonds
FY2021-2022 BUDGET REPORT

ACCOUNT DESCRIPTION	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	2020-21 PROJECTED ACTIVITY	2020-21 ACTIVITY THRU 04/30/21	2021-22 PROPOSED BUDGET
ESTIMATED REVENUES						
325.111 DEBT SERVICE ASSESSMENT(REG)	4,309,780	4,217,520	4,217,520	4,026,572	4,217,520	4,062,280
325.112 DEBT SERVICE ASSESSMENT(PRE-PA	1,304,659	750,000	750,000	767,202	750,000	750,000
361.103 INT INCOME - USB	34,901	0	0	2,240	3,000	4,500
669.901 (ADD)/USE-WORKING CAPITAL	0	143,616	143,616	0	140,616	168,975
TOTAL ESTIMATED REVENUES	5,649,340	5,111,136	5,111,136	4,796,014	5,111,136	4,985,755
APPROPRIATIONS						
314 TAX COLLECTOR FEES	86,196	87,865	87,865	80,531	87,865	84,631
321 ACCOUNTING SERVICES	3,500	3,500	3,500	0	3,500	3,500
323 TRUSTEE SERVICES	8,616	13,038	13,038	0	13,038	8,620
324 ARBITRAGE SERVICES	2,400	0	0	0	0	0
710 PRINCIPAL	2,065,000	2,140,000	2,140,000	0	2,140,000	2,165,000
715 PRINCIPAL PREPAYMENT	1,000,000	750,000	750,000	845,000	750,000	750,000
720 INTEREST	1,913,106	1,840,438	1,840,438	911,356	1,840,438	1,706,250
730 MISC BOND EXPENSES	1,000	1,000	1,000	500	1,000	1,000
918 TRANS TO GENERAL FUND	291,974	275,295	275,295	0	275,295	266,754
TOTAL APPROPRIATIONS	5,371,792	5,111,136	5,111,136	1,837,387	5,111,136	4,985,755

FOR INFORMATION ONLY

Board Supervisors,

Attached are additional items for your information:

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

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

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT

DISTRICT 7

FY2021-2022 BUDGET REPORT

ACCOUNT DESCRIPTION	2019-20 ACTIVITY	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	2020-21 ACTIVITY THRU 04/30/21	2021-22 REQUESTED BUDGET	2021-22 RECMD BUDGET	2021-22 PROPOSED BUDGET	2021-22 PROPOSED \$ CHG	2021-22 PROPOSED % CHG
ESTIMATED REVENUES									
325.211 MAINTENANCE ASSESSMENT	1,929,122	1,924,791	1,924,791	1,907,291	1,924,791	1,924,791	1,924,791	-	0.0%
334.901 ST FEMA CLAIM REIM	61,260	-	-	-	-	-	-	-	
341.908 ELECTRIC REIMBURSEMENT	-	-	-	638	600	600	600	600	
341.999 MISCELLANEOUS REVENUE	273	200	200	196	200	200	200	-	0.0%
361.101 INT INCOME - CFB	1,419	-	-	-	-	-	-	-	
361.102 INT INCOME - CASH EQUIV	35,131	18,864	18,864	2,993	5,500	5,500	5,500	(13,364)	(70.8)%
361.105 INTEREST INCOME-TAX COLLECTOR	2,326	-	-	-	-	-	-	-	
361.306 FLGIT-UNREALIZED GAIN/LOSS	37,406	-	-	402	1,700	1,700	1,700	1,700	26.6%
361.307 LTP UNREALIZED GAIN/LOSS	52,860	-	-	76,028	67,200	67,200	67,200	67,200	
361.309 FLFIT-UNREALIZED GAIN/LOSS	676	-	-	(270)	-	-	-	-	
361.409 FLFIT-REALIZED GAIN/LOSS	13,700	-	-	2,283	2,000	2,000	2,000	2,000	
361.410 VANGUARD-REALIZED GAIN/LOSS	-	-	-	1	-	-	-	-	
381.002 TRANSFER IN - DEBT SERVICE	291,974	275,295	275,295	279	266,754	266,754	266,754	(8,541)	(3.1)%
669.901 (ADD)/USE-WORKING CAPITAL	-	112,256	173,516	-	142,107	142,107	142,107	29,851	26.6%
669.907 (ADD)/USE-CAP PROJ PHASE I	-	262,459	262,459	-	(210,423)	(210,423)	(210,423)	(472,882)	(180.2)%
TOTAL ESTIMATED REVENUES	2,426,147	2,593,865	2,655,125	1,989,841	2,200,429	2,200,429	2,200,429	(393,436)	(15.2)%
APPROPRIATIONS									
111 EXECUTIVE SALARIES	10,200	16,000	16,000	6,200	16,000	16,000	16,000	-	0.0%
211 SOCIAL SECURITY TAXES	594	992	992	384	992	992	992	-	0.0%
212 MEDICARE TAXES	186	232	232	90	232	232	232	-	0.0%
241 WORKER'S COMPENSATION	18	46	46	21	27	27	27	(19)	(41.3)%
311 MANAGEMENT FEES	153,469	167,886	167,886	97,936	176,281	176,281	176,281	8,395	5.0%
312 ENGINEERING SERVICES	4,004	7,000	7,000	2,541	7,000	7,000	7,000	-	0.0%
313 LEGAL SERVICES	12,693	10,000	71,260	24,483	66,000	66,000	66,000	56,000	560.0%
314 TAX COLLECTOR FEES	38,592	40,100	40,100	38,146	40,100	40,100	40,100	-	0.0%
316 DEED COMPLIANCE SVCS	52,963	39,785	39,785	23,210	38,695	38,695	38,695	(1,090)	(2.7)%
318 TECHNOLOGY SERVICES	6,223	-	-	-	-	-	-	-	
319 OTHER PROFESSIONAL SVCS	2,917	5,435	5,435	1,170	4,450	4,450	4,450	(985)	(18.1)%
322 AUDITING SERVICES	9,500	9,500	9,500	7,125	9,500	9,500	9,500	-	0.0%
343 SYSTEMS MGMT SUPPORT	763	245	245	114	888	888	888	643	262.4%
344 PAYROLL SERVICES	-	162	162	207	352	352	352	190	117.3%
349 MISC CONTRACTUAL SVCS	5,700	-	-	-	-	-	-	-	
401 TRAVEL & PER DIEM	-	1,000	1,000	-	1,000	1,000	1,000	-	0.0%
412 POSTAGE	-	100	100	-	100	100	100	-	0.0%
431 ELECTRICITY	112,795	133,760	133,760	63,650	133,760	133,760	133,760	-	0.0%
434 IRRIGATION WATER	18,149	20,545	20,545	11,709	23,823	23,823	23,823	3,278	16.0%
442 EQUIPMENT RENTAL	-	500	500	-	-	-	-	(500)	(100.0)%
451 CASUALTY & LIABILITY INSUR	5,895	5,860	5,860	5,895	6,650	6,650	6,650	790	13.5%
461 EQUIPMENT MAINTENANCE	-	500	500	-	-	-	-	(500)	(100.0)%
462 BUILDING/STRUCTURE MAINT	40,177	31,322	31,322	13,406	46,958	46,958	46,958	15,636	49.9%
463 LANDSCAPE MAINT-RECURRING	125,854	129,102	129,102	62,549	133,944	133,944	133,944	4,842	3.8%
464 LANDSCAPE MAINT-NON RECURRING	3,016	47,250	47,250	17,744	30,700	30,700	30,700	(16,550)	(35.0)%
468 IRRIGATION REPAIR	4,858	14,123	14,123	5,193	7,360	7,360	7,360	(6,763)	(47.9)%
469 OTHER MAINTENANCE	18,309	27,364	27,364	6,600	27,758	27,758	27,758	394	1.4%
471 PRINTING & BINDING	70	500	500	158	500	500	500	-	0.0%
491 BANK CHARGES	-	-	-	12	-	-	-	-	
493 PERMITS & LICENSES	175	250	250	175	250	250	250	-	0.0%
497 LEGAL ADVERTISING	1,287	2,000	2,000	782	1,300	1,300	1,300	(700)	(35.0)%
498 PROJECT WIDE FEES	1,289,410	1,286,529	1,286,529	750,479	1,285,309	1,285,309	1,285,309	(1,220)	(0.1)%
522 OPERATING SUPPLIES	-	500	500	-	500	500	500	-	0.0%
633 INFRASTRUCTURE	-	455,277	455,277	-	-	-	-	(455,277)	(100.0)%
911 TRANS TO GENERAL R&R	70,000	70,000	70,000	40,835	70,000	70,000	70,000	-	0.0%
912 TRANS TO OTHER ROADS	70,000	70,000	70,000	40,835	70,000	70,000	70,000	-	0.0%
TOTAL APPROPRIATIONS	2,057,817	2,593,865	2,655,125	1,221,649	2,200,429	2,200,429	2,200,429	(393,436)	(15.2)%

VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 7
ANNUAL MAINTENANCE ASSESSMENT

				2020-21	2021-22
Maintenance Assessments Billed				2,004,991	2,004,991
Village Name	Unit	Acres	# of Lots	0%	0%
Hadley	132	46.33	201	503.58	503.58
Hadley	133	34.65	151	501.34	501.34
Hadley	133 Rec Tract D	0.55	1	1,201.61	1,201.61
Hadley	134	46.82	225	454.62	454.62
Hadley	135	73.78	341	472.70	472.70
Bonita	136	44.66	206	473.65	473.65
Hemingway	137	30.58	152	439.54	439.54
Hemingway	138	47.64	231	450.57	450.57
Hemingway	138 Rec Tract A	0.47	1	1,026.83	1,026.83
Hemingway	139	40.71	179	496.88	496.88
Bonita	140	18.02	81	486.04	486.04
Bonita	140 Rec Tract B	0.49	1	1,070.53	1,070.53
Bonita	141	74.98	345	474.82	474.82
Duval	142	38.84	196	432.94	432.94
Hemingway	143	34.38	146	514.46	514.46
Hemingway	144	18.21	77	516.68	516.68
Duval	145	38.28	197	424.53	424.53
Duval	146	82.92	406	446.21	446.21
Duval	147	51.83	245	462.19	462.19
Hemingway	172	29.27	136	470.20	470.20
Duval	702 Rosedale	12.82	96	291.76	291.76
Duval	703 Crestwood	7.00	61	250.71	250.71
Hadley	704 Grovewood	9.72	72	294.94	294.94
Duval	705 Holly Hill	11.81	111	232.45	232.45
Duval	706 Sandhill	7.29	62	256.88	256.88
Duval	707 Allandale	13.09	94	304.24	304.24
Hemingway	708 Seneca	7.93	58	298.71	298.71
Hemingway	709 Mariel	6.59	57	252.59	252.59
Hemingway	710 Margaux	8.39	73	251.10	251.10
Hemingway	711 Adriana	10.27	71	316.02	316.02
Bonita	712 Kenya	8.56	62	301.64	301.64
Hadley	713 Hillcrest	7.38	51	316.15	316.15
Duval	714 Double Palm	11.11	82	296.01	296.01
Hadley	715 Bainbridge	9.81	70	306.18	306.18
Hadley	716 Keystone	8.65	61	309.81	309.81
Bonita	717 Bonita	8.76	61	313.74	313.74
Bonita	800 Anita Villas	8.24	58	310.39	310.39
Bonita	801 Pilar	6.89	50	301.06	301.06
Grand Total		917.72	4768		
Budget - Revenue (96%)					\$ 1,924,791
Tax Collector (2%)					\$ 40,100

DISTRICT # 7 - WORKING CAPITAL & R & R FUNDS BALANCES

Working Capital	Amend 2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Beginning Balance	1,717,154	1,543,638	1,401,531	1,340,496	1,287,648	1,215,679
Deposits	1,943,855	2,001,991	2,001,991	2,001,991	2,001,991	2,001,991
Expenditures - Operating	1,912,461	1,948,290	1,967,773	1,987,451	2,007,325	2,027,399
Plant Replacements Non-Recurring	47,250	30,700	0	0	0	0
Capital Improvement Plan Expenditures	17,660	25,108	45,253	17,388	16,635	12,766
Transfer/ Deposit to R & R	140,000	140,000	50,000	50,000	50,000	50,000
Ending Balance	1,543,638	1,401,531	1,340,496	1,287,648	1,215,679	1,127,505

RESERVES

General R & R	Amend 2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Beginning Balance	1,172,606	1,242,606	1,312,606	1,337,606	1,362,606	1,387,606
Deposits	70,000	70,000	25,000	25,000	25,000	25,000
Capital Improvement Plan Expenditures	0	0	0	0	0	0
Ending Balance	1,242,606	1,312,606	1,337,606	1,362,606	1,387,606	1,412,606

Road R & R	Amend 2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Beginning Balance	735,000	805,000	875,000	900,000	925,000	950,000
Deposits	70,000	70,000	25,000	25,000	25,000	25,000
Capital Improvement Plan Expenditures	0	0	0	0	0	0
Ending Balance	805,000	875,000	900,000	925,000	950,000	975,000

Restricted Capital Project 2015 Excess Revenue	Amend 2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Beginning Balance	1,875,801	1,613,342	1,823,765	1,782,256	2,030,217	1,918,319
Deposits	275,295	266,754	257,659	247,961	237,594	226,554
Capital Improvement Plan Expenditures	455,277	0	299,168	0	349,492	0
Project Wide Fund Expenditures	82,477	56,331	0	0	0	184,920
Ending Balance	1,613,342	1,823,765	1,782,256	2,030,217	1,918,319	1,959,953

FY 20-21 Operating Budget	\$ 1,959,711
3 Months	\$ 489,928
4 Months	\$ 653,237

DISTRICT #7: Debt Service Fund - 2015 Assessment Refunding Bonds

**2020-21
Amended
Budget**

**2021-22
Requested
Budget**

**2021-22
Recommd.
Budget**

**2021-22
Proposed
Budget**

Debt Service

Beginning Balance	2,050,415	1,906,799	1,906,799	1,906,799
Deposits	4,967,520	4,816,780	4,816,780	4,816,780
Expenditures	5,111,136	4,985,755	4,985,755	4,985,755
Ending Balance	1,906,799	1,737,824	1,737,824	1,737,824

The Villages®
Community Development Districts
District 7

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 7

FROM: Anne Hochsprung, Finance Director

DATE: 6/10/2021

SUBJECT: **Project Wide Monthly Invoice**

ISSUE:

Payment of Project Wide Monthly Invoice

ANALYSIS/INFORMATION:

July invoice for the Project Wide Maintenance assessment is attached for your review and approval. July PWAC invoice will be submitted to the District on July 1.

STAFF RECOMMENDATION:

Staff recommends approval of the payment of the following:
July PWAC assessment \$107,210

MOTION:

Motion to approve Project Wide Fund maintenance assessment for the month of July.

ATTACHMENTS:

Description	Type
□ Monthly PWAC Fee	Cover Memo

District 7 Project Wide Fees Monthly Invoice

FY 2020-21 BUDGET

Month of	Monthly Invoice	
October	\$	107,219.00
November		107,210.00
December		107,210.00
January		107,210.00
February		107,210.00
March		107,210.00
April		107,210.00
May		107,210.00
June		107,210.00
July		107,210.00
August		107,210.00
September		107,210.00
Total Invoices		1,286,529.00
Budget Total:	\$	1,286,529.00

Note:

Project Wide Fees are invoiced on the 1st Day of each month and due upon receipt, no later than 10 days from date of invoice

The Villages®
Community Development Districts
District 7

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 7

FROM: Richard J. Baier, District Manager

DATE: 6/10/2021

SUBJECT: VCDD No. 7 Legal Expenses - Hopping Green & Sams

ISSUE: Review and approval of legal invoices received from Hopping Green & Sams.

ANALYSIS/INFORMATION:

The Village Community Development District No. 7 entered into a contract for legal services with Hopping Green & Sams on February 11, 2021.

Pursuant to direction from the Board, all legal invoices will be placed on the agenda for review and approval prior to processing payment for services.

The invoices for services rendered during the month of April 2021 total \$5,930.32 . The invoices are included as an attachment.

STAFF RECOMMENDATION: Staff recommends the Board authorize the payment for legal services rendered during the month of April 2021.

MOTION: Motion to authorize the payment to Hopping Green & Sams for legal services rendered during the month of April 2021 in the amount of \$5,930.32.

ATTACHMENTS:

Description	Type
❑ Invoice 122393	Cover Memo
❑ Invoice 122394	Cover Memo

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

May 20, 2021

Village CDD No. 7
984 Old Mill Run
The Villages, FL 32162

Bill Number 122393
Billed through 04/30/2021

General Counsel
VI7CDD 00001 JLK

FOR PROFESSIONAL SERVICES RENDERED

04/06/21	MCE	Prepare for board meeting; review agenda; review sample agreement, insurance policies and past quasi-judicial proceedings.	0.70 hrs
04/06/21	JLK	Review agenda and prepare for Board meeting; confer with Eckert regarding status of procurement information.	0.70 hrs
04/07/21	JLK	Confer with Eckert regarding presentation of materials; transmit information on same.	0.30 hrs
04/08/21	JLK	Travel to/from and attend Board meeting; request various public records and review same.	8.20 hrs
04/09/21	JLK	Review records transmitted by staff and confer with Eckert on same.	0.30 hrs
04/13/21	MCE	Review PWAC agreements and issues.	0.40 hrs
04/14/21	MCE	Revise meeting notice; confer with Vicenti; review PWAC issues; confer with district manager.	0.90 hrs
04/16/21	MCE	Confer with Blocker regarding quasi-judicial hearing.	0.10 hrs
04/18/21	MCE	Confer with Vicenti regarding workshop; review Behringer case.	0.40 hrs
04/29/21	MCE	Prepare for quasi-judicial Behringer hearing.	0.20 hrs
04/30/21	MCE	Confer with Shoemaker regarding Behringer; confer with Vicenti and district staff regarding same.	0.20 hrs

Total fees for this matter \$4,032.50

DISBURSEMENTS

Travel 135.32

Total disbursements for this matter \$135.32

MATTER SUMMARY

Kilinski, Jennifer L.	9.50 hrs	310 /hr	\$2,945.00
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Eckert, Michael C.	2.90 hrs	375 /hr	\$1,087.50
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TOTAL FEES	\$4,032.50
TOTAL DISBURSEMENTS	\$135.32

TOTAL CHARGES FOR THIS MATTER **\$4,167.82**

BILLING SUMMARY

Kilinski, Jennifer L.	9.50 hrs	310 /hr	\$2,945.00
Eckert, Michael C.	2.90 hrs	375 /hr	\$1,087.50

TOTAL FEES	\$4,032.50
TOTAL DISBURSEMENTS	\$135.32

TOTAL CHARGES FOR THIS BILL **\$4,167.82**

Please include the bill number with your payment.

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

May 20, 2021

Village CDD No. 7
984 Old Mill Run
The Villages, FL 32162

Bill Number 122394
Billed through 04/30/2021

ARCA

VI7CDD 00102 JLK

FOR PROFESSIONAL SERVICES RENDERED

04/05/21	MCE	Prepare for ARC meeting.	1.00 hrs
04/07/21	MCE	Attend ARC meeting; follow up.	0.40 hrs
04/08/21	MCE	Follow up from board meeting; prepare agenda for workshop.	0.40 hrs
04/13/21	MCE	Review ARC applications.	0.40 hrs
04/14/21	MCE	Prepare for and attend ARC meeting.	0.30 hrs
04/19/21	MCE	Prepare for ARC meeting; confer with Duckett; confer with Shoemaker regarding Behringer case.	0.80 hrs
04/21/21	MCE	Prepare for and attend ARC meeting.	0.30 hrs
04/26/21	MCE	Prepare for ARC meeting.	0.20 hrs
04/28/21	MCE	Prepare for and attend ARC meeting; follow up from ARC meeting.	0.90 hrs
Total fees for this matter			\$1,762.50

MATTER SUMMARY

Eckert, Michael C.	4.70 hrs	375 /hr	\$1,762.50
TOTAL FEES			\$1,762.50
TOTAL CHARGES FOR THIS MATTER			<u>\$1,762.50</u>

BILLING SUMMARY

Eckert, Michael C.	4.70 hrs	375 /hr	\$1,762.50
TOTAL FEES			\$1,762.50
TOTAL CHARGES FOR THIS BILL			<u>\$1,762.50</u>

Please include the bill number with your payment.

The Villages®
Community Development Districts
District 7

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 7

FROM: District Staff

DATE: 6/10/2021

SUBJECT: **Old Business Status Update**

ISSUE: Old Business Status Update - June 10, 2021

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
▣ Old Business	Cover Memo

VCDD No. 7 Old Business Status Update

ITEM	DATE ADDED	ASSIGNED DEPT	ACTION	STATUS (If Applicable)	COMPLETE
Correspondence with the Sumter Landing CDD (SLCDD) Board	7/30/20	ADMIN	The Board previously requested to have a letter sent to the SLCDD Board requesting a meeting to discuss the Project Wide Fund Interlocal Agreement.	At the August 13, 2020 Meeting, the Board requested to table this item until further direction is provided. This item will remain on the Old Business list.	
Provide Board with monthly PWF expenses for District 7	3/11/21	ADMIN		Staff is compiling.	
Board participation in District procurement process	3/11/21	ADMIN		Under District Counsel Review.	
Advertise Vacant Seat 1 position.	5/18/21	CLERK	Advertisement has been completed. Board will hold interview of candidates at July 8, 2021 meeting.		X
Non-VCDD No. 7 Items					
None					

The Villages®
Community Development Districts
District 7

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 7

FROM: Richard Baier, District Manager

DATE: 5/14/2021

SUBJECT: **Continued Case No. D7-02-21 VCDD No. 7 vs. Earl Behringer, 2196
Pilar Place**

ISSUE:

ANALYSIS/INFORMATION:

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

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

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

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

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

STAFF RECOMMENDATION:

MOTION:

The Villages®
Community Development Districts
District 7

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 7

FROM: Anne Hochsprung, Finance Director

DATE: 6/10/2021

SUBJECT: **Financial Statements**

ISSUE: Financial Statements as of April 30, 2021

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

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

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Community Development Districts

District 7

Financial Statement Summary

As of April 30, 2021

Revenues

Year-to-Date (YTD) Revenues of \$1,990,000 are less than prior year-to-date (PYTD) revenues of \$1,996,000 and are at 90% of the annual budgeted revenues of \$2,219,000.

- The District has collected 99% of the budgeted maintenance assessments in the amount of \$1,907,000. Sumter County collects the maintenance assessments on the annual tax bill and remits it to the District, net a 2% collection fee. The majority of assessments are collected from November through March. There was no increase in maintenance assessments levied in FY 2021.
- Prior year other income includes receipt of FEMA funds for Hurricane Irma relief.
- Investment gains of \$81,000 (\$5,000 realized gains, \$76,000 net unrealized gains) are greater than the prior year to date gains of \$22,000 and compare favorably to the annual budget of \$19,000.

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 \$1,140,000 are greater than prior year-to-date expenses of \$1,103,000. Year to date spending is at 55% of amended budget expenses of \$2,060,000.

- Management and Other Professional services include Management fees, Deed Compliance, Technology Service and Tax Collection fees. Management fees increased a budgeted 5% over prior year.
- Utility Services include Electricity and Irrigation Water expenses and year to date spending is greater than prior year and at 49% of budgeted expenses of \$154,000.
- Building, Landscape and Other Maintenance Expenses totaling \$856,000 are slightly greater than prior year to date expenses of \$834,000 and are at 56% of the annual budget of \$1,536,000. A large portion of the expense incurred is the Project Wide allocation totaling \$750,000, a slight budgeted decrease from prior year.
- Other Expenses include insurance expense, legal advertising and other miscellaneous expenses. The annual insurance premium for property and liability has been paid.

Change in Unreserved Net Position

Year-to-Date increase in Unreserved Net Position of \$768,000 is less than the prior year to date increase of \$812,000. By year-end, based on the anticipated revenues and expenditures, the District will meet the amended budget decrease in Unreserved Net Position of (\$435,975).

Investment Earnings:

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

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

*** Rate listed is one month in arrears*

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Community Development Districts
District 7

Statement of Activity						
For the Seven Months Ending April 30, 2021 (58% of budget year)						
Original Budget	Amended Budget	Budget % used		YTD Actual	PYTD Actual	Variance
			REVENUES:			
\$ 1,924,791	\$ 1,924,791	99%	Maintenance and Other Special Assessments	\$ 1,907,291	\$ 1,910,435	\$ (3,144)
200	200	417%	Other Income	834	61,410	(60,577)
18,864	18,864	432%	Investment Income	81,437	21,775	59,662
1,943,855	1,943,855	102%	Total Revenues	1,989,562	1,993,620	(4,058)
275,295	275,295	0%	Transfer In - Debt Service	279	2,431	(2,152)
\$ 2,219,150	\$ 2,219,150	90%	Total Available Resources:	\$ 1,989,841	\$ 1,996,051	\$ (6,211)
			EXPENSES:			
17,270	17,270	39%	Personnel Services	6,695	5,186	1,510
280,113	341,373	57%	Management and Other Professional Services	194,931	182,549	12,382
154,305	154,305	49%	Utility Services	75,359	74,557	802
1,536,190	1,536,190	56%	Building, Landscape and Other Maintenance	855,971	833,661	22,310
10,710	10,710	66%	Other Expenses	7,022	6,664	358
1,998,588	2,059,848	55%	Total Operating Expenses	1,139,978	1,102,616	37,362
455,277	455,277	0%	Capital Outlay - Infrastructure and FFE	-	-	-
140,000	140,000	58%	Transfers out of Unrestricted Fund	81,670	81,670	-
595,277	595,277	14%	Total Other Changes	81,670	81,670	-
2,593,865	2,655,125	46%	Total Expenses and Other Changes	1,221,648	1,184,286	37,362
\$ (374,715)	\$ (435,975)		Change in Unreserved Net Position	\$ 768,193	\$ 811,766	\$ (43,572)
			Total Cash, Net of Bond Funds	\$ 6,437,935	\$ 5,938,698	\$ 499,237
			Fund Balance			
			Unassigned	2,485,067	2,450,132	
			Restricted - Capital Project Ph I	1,876,081	1,586,259	
			Committed R and R General	1,213,441	1,143,441	
			Committed R and R Villa Roads	775,835	705,835	
			Total Fund Balance	\$ 6,350,424	\$ 5,885,667	\$ 464,756

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Community Development Districts
District 7

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	26,183.73	76,023.65	Yes
001	FLCLASS	FLCLASS	2,853,940.70	1,840,306.19	Yes
	Sub-total Cash & Cash Equivalents		2,880,124.43	1,916,329.84	
001	Cash-FL PALM	FLPALM	980,976.82	754,627.66	Yes
001	Cash-FL-FIT	FLFIT	-	982,989.52	Yes
001	Vanguard	VANG	-	800,001.32	Yes
001	FLGIT	FLGIT	1,079,556.41	1,079,958.63	Yes
001	Long Term Investment	USB	578,000.18	904,027.96	Yes
	Sub-total Investments		2,638,533.41	4,521,605.09	
	TOTAL - General		5,518,657.84	6,437,934.93	

201	Revenue Fund 2015	USB	941,937.12	4,010,053.29	Yes
201	Prepayment Fund 2015	USB	857,954.07	931,772.45	Yes
201	Reserve Fund 2015	USB	250,000.00	250,028.21	Yes
	TOTAL - Debt service		2,049,891.19	5,191,853.95	

Grand Totals

7,568,549.03	11,629,788.88
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The Villages®
Community Development Districts
District 7

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 7

FROM: DPM Staff

DATE: 6/10/2021

SUBJECT: **DPM Monthly Report**

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
□ D7 Monthly Report	Cover Memo

The Villages®

Community Development Districts

Property Management

District 7

June 2021

LANDSCAPE DIVISION

Upcoming Projects:

1. Work orders are in place to replace dead palms. A Purchase Order has been issued and work is scheduled to be done by May 22nd.
2. Line of sight issue at Hemingway gate - hard cut shrubs to resolve problem temporarily. Will replace with lower growing shrubs. A Purchase Order has been issued and is expected to begin soon.
3. Remove old shrubs on the Bonita district 7 buffer and replace with new Viburnum.

Prior Month Project Status:

Completed Projects:

1. Crestwood - Removed Walters and added Schillings, removed Flax and added Liriope, and fill Hawthorn.
2. Rosedale - Replaced Hawthorn and Crepe Myrtle, removed Flax and added Liriope, added Pringles and Nandina, fill Juniper and grasses
3. Double Palm - Replaced Hawthorn, added Pringles and Liriope
4. Holly Hill - Removed Walters, added Shillings, added Liriope
5. Sandhill – Added Liriope
6. Pilar – Baisley Trail - Remove and replaced Hawthorn.
7. Canal Street - Added Muhly grass on the corner up to the Hawthorne, removed Juniper added Muhly grass, removed Hawthorn under Magnolia tree, and added Pringles and Liriope
8. Bonita Blvd - Removed Juniper, added Liriope, removed Loropetalum in front of emergency exit, added Nandina, remove and replace Hawthorn, add Muhly grass
9. Kenya - Added White Iris
10. Bonita - Removed Walters added Schillings, removed Juniper added Pringles and Liriope
11. Anita - Removed and replaced Hawthorn.

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: D7-4 (Havana/Kenya course, hole 7) D7-5 (Havana/Kenya course, hole 3), D7-14 (Havana/Kilimanjaro course, hole 6) , D7-15 (Havana/Kilimanjaro course, hole 7), D7-18 (Barker Way).

Prior Month Project Status:

Completed Projects:

General Maintenance:

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

INFRASTRUCTURE DIVISION

Upcoming Projects:

1. Fence replacement along Morse ROW has been delayed in the following areas until further notice due to nation-wide material shortage:
 - Unit 134
 - Unit 135
 - Unit 136
 - Unit 139

Prior Month Project Status:

1. Interiors for tunnels B12, B14, B15, B16, B17, B18 are continuing to be monitored for proper moisture before painting. Once these tunnels are completed, all tunnels will continue to be painted from north to south.

Completed Projects:

1. Installation of stop bars and parking lot striping were completed for the following areas:
 - Kenya
 - Pilar
 - Crestwood
 - Double Palms
 - Holly Hill

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 7

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 7

FROM:

DATE:

SUBJECT: COVID-19 Update

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

The Villages®
Community Development Districts
District 7

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 7

FROM:

DATE:

SUBJECT: District 7 Chairman Vicenti: 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.**