



Seat 1 - Jim Boyd, Supervisor
Seat 2 - John Miller, Supervisor
Seat 3 - Donald Wiley, Chairman
Seat 4 - Steve Bova, Supervisor
Seat 5 - Christine Bradshaw, Vice Chairman

Monthly Board Meetings are held at:

*SeaBreeze Recreation Center
2384 Buena Vista Blvd.
The Villages, Florida 32162*

AGENDA

March 17, 2022

3:00 PM

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

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

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

CONSENT AGENDA:

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

2. Approval of the Minutes
Approval of the Minutes for the Meeting held on February 17, 2022.
3. Annual Renewal of Agreement 2021-2022
The review and approval of annual agreement renewal for Village Community Development District #10 Board.

NEW BUSINESS:

4. Acceptance of Loan Offer from Citizens First Bank for Phase I Refunding
Acceptance of Loan Offer from Citizens First Bank
5. Award of Request for Proposal (RFP) # 22P-005 Pressure and Soft Washing Services
Review and approval of award of Request for Proposals (RFP) #22P-005 Pressure and Soft Washing Services to Kelly Ratliff Pressure Cleaning, Inc.

OLD BUSINESS:

6. Old Business Status Update
Old Business Status Update – March 17, 2022

INFORMATIONAL ITEMS ONLY:

7. DPM Monthly Report
8. Village Community Development District No. 10 Public Hearing Updates
Village Community Development District No. 10 Public Hearing Updates
9. Financial Statements
Financial Statements as of January 31, 2022

REPORTS AND INPUT:

10. District Manager Reports
 - A. Finance Director
 - B. Independent Fire District Update
 - C. Board Communication with District
11. District Counsel Reports
12. Supervisor Comments
 - A. District 10 Chairman Wiley: PWAC After Agenda
13. Adjourn

HOSPITALITY * STEWARDSHIP * INNOVATION & CREATIVITY * HARD WORK

NOTICE

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

The Villages®
Community Development Districts
District 10

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 10

FROM: Jennifer Farlow, District Clerk

DATE: 3/17/2022

SUBJECT: **Approval of the Minutes**

ISSUE: Approval of the Minutes for the Meeting held on February 17, 2022.

ANALYSIS/INFORMATION: Staff requests approval of the Minutes for the Meeting held on February 17, 2022.

STAFF RECOMMENDATION: Staff recommends approval of the Minutes for the Meeting held on February 17, 2022.

MOTION: Motion to approve the Minutes for the Meeting held on February 17, 2022.

ATTACHMENTS:

Description	Type
□ February 17, 2022 Minutes	Cover Memo

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

A Meeting of the Board of Supervisors of Village Community Development District No. 10 was held on Thursday, February 17, 2022 at 3:00 p.m. at the SeaBreeze Recreation Center, 2384 Buena Vista Blvd., The Villages, Florida, 32162.

Board members present and constituting a quorum:

Don Wiley	Chairman
Christine Bradshaw	Supervisor
Jim Boyd	Supervisor
John Miller	Supervisor
Steve Bova	Supervisor

Staff Present:

Kenny Blocker	District Manager
Bruce Brown	Assistant District Manager
Mark Brionez	District Counsel
Brandy Cook	Budget Director
Anne Hochsprung	Finance Director
Melissa Schaar	Purchasing Manager
Matt Armstrong	Director of Resident Services
Jennifer Farlow	District Clerk
Katie Evans	Deputy District Clerk

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

A. Roll Call

Chairman Wiley called the meeting to order at 3:00 p.m. and stated for the record that all Supervisors were present representing a quorum.

B. Pledge of Allegiance

The Chairman led the Pledge of Allegiance.

C. Observation of Moment of Silence

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

D. Welcome Meeting Attendees

The Board welcomed all those residents in attendance.

E. Audience Comments

Robert Hunter, 1554 Plank Street, addressed concerns pertaining to the public utilization of easements around a water retention area (WRA) behind his home.

Chairman Wiley advised that due to the legal action Mr. Hunter has brought against the District, no discussion on this matter would occur by the Board.

SECOND ORDER OF BUSINESS: Law Enforcement Quarterly Update

Lt. Reeser of the Sumter County Sheriff's Office (SCSO) advised that arrests have been made as a result of recent thefts and damage to soda machines located at District facilities and burglaries at restaurants. The catalytic converter thefts continue to occur throughout the state of Florida and there have been a few ATM burglaries, and asked that if residents see suspicious activity, especially at locations like RV lots, to report it to local law enforcement. Lt. Reeser also provided caution about scam phone calls residents may receive and advised that the IRS or any other governmental entity will not call you and request that you make payment over the phone.

THIRD ORDER OF BUSINESS: Approval of the Minutes

On MOTION by Christine Bradshaw, seconded by Steve Bova, with all in favor, the Board approved the Minutes for the Meeting held on January 20, 2022.

FOURTH ORDER OF BUSINESS: Acceptance of Audit Report for Fiscal Year 2020-2021

Anne Hochsprung, Finance Director, stated that the Fiscal Year 2020/2021 audit process has been completed. As in years past, the Auditors spent one week in July completing necessary review and the months of December and January performing the audit. Ms. Hochsprung highlighted the following items within the audit:

- Interim financial statements as presented were accurate, with no audit adjustments. The Auditors reviewed cash receipts and disbursement processes, as well as other processes and found no internal control deficiencies.
- The financial activity of the proprietary and government funds is reviewed monthly with the Board.
- The Fiscal Audit summarizes the financial result at the District-wide level, which includes fixed assets, any debt and a further breakdown by fund, which is received on a monthly basis.
- At entity-wide level, Fiscal Audit report identifies two (2) basic financial statements: The Statement of Net Position and a Statement of Activities.
 - Statement of Net Position
 - Total assets: \$239,724,162: \$15,617,838 is in cash and investments, \$103,210,867 in assessment receivables and \$120,894,626 in capital infrastructure assets. The General Fund grew \$300,000 from the previous year. Total liabilities are \$112,872,003, most of which is long-term debt and the accrued interest payable on the debt. The total net position is \$126,852,159.
 - Statement of Activities
 - Total Revenues: \$9,372,312, which is a slight reduction from the prior year. There was no increase to the maintenance assessment revenue, which was offset by the reduction of the receipts from bond assessments, which is the natural progression of the bonds being paid annually. There was a decline in the investment earnings due to the market conditions. Total Operating Expenses: \$12,659,255, which is a slight decrease from the prior fiscal year. Overall there is a Net Loss of \$3,156,284, which includes the depreciation expense of \$3,437,230.
 - Operating Activity of the District: There was a gain of \$263,997 for the fiscal year, before the receipts from the Debt Service Fund, which identified that the maintenance assessments were sufficient to cover the operating expenses.

Helen Painter of Purvis & Gray, the District's Auditors, advised that an unmodified opinion has been issued, and stated that the financial statements are fairly presented in accordance with generally accepted accounting principles and are free from material mistakes. Ms. Painter reviewed the Independent Auditors Report and thanked Staff for their cooperation in providing all necessary documents to them for the completion of their audit.

Supervisor Bradshaw inquired if District 10 had any applicable lease agreements that would need to be addressed due to the change to the accounting standards. Ms. Hochsprung advised that Staff is currently reviewing District's agreements, but does not anticipate any effect on the numbered Districts.

On MOTION by Jim Boyd, seconded by Steve Bova, with all in favor, the Board accepted the Fiscal Year 2020/2021 Fiscal Audit.

FIFTH ORDER OF BUSINESS: Request to Piggyback SLCDD Agreement for ITB #21B-003 Exterior Painting Services

Melissa Schaar, Purchasing Manager, advised that on January 14, 2021, the Sumter Landing Community Development District (SLCDD) entered into an agreement with Honey-Do's, LLC for exterior painting services for villa walls and signs at a cost of \$.40 per square foot for labor only. The District will provide the paint through a governmental contract, which provides a cost benefit to the Districts. Ms. Schaar advised Staff is requesting the Board's consideration to piggyback the SLCDD Agreement to provide the District with services related to the painting of exterior walls on an as-needed basis. Ms. Schaar responded to Supervisor inquiries.

<p>On MOTION by Christine Bradshaw, seconded by Jim Boyd, with all in favor, the Board approved the request to piggyback the Sumter Landing Community Development District Agreement ITB #21B-003 Exterior Painting Services with Honey-Do's LLC on as as-needed basis for exterior painting to include Villa Walls and Signs and utilize the unit pricing reflected in Exhibit A; and authorized the Chair/Vice Chair to execute the Piggyback Agreement.</p>

SIXTH ORDER OF BUSINESS: Old Business Status Update

The following Old Business Status Updates were provided:

- Callahan and Belle Glade Villas: Bruce Brown, Assistant District Manager, advised that the final design and cost estimate for the underdrain system is being prepared by the engineers. Once completed, a Bid will be issued and the award of the Bid will be brought back to the Board for approval. Once the project is completed, the mill and overlay of the roadways will take place.
- Confirm if residents will be charged a service fee for credit card purchase of trail fees: Mr. Brown advised there is no service fee.

SEVENTH ORDER OF BUSINESS: Financial Statements

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

EIGHTH ORDER OF BUSINESS: DPM Monthly Report

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

NINTH ORDER OF BUSINESS: Annual Cash Flow Analysis

The Annual Cash Flow Analysis was provided to the Board as information.

TENTH ORDER OF BUSINESS: Village Community Development District No. 10 Public Hearing Updates

The District 10 Public Hearing Updates were provided to the Board as information.

ELEVENTH ORDER OF BUSINESS: District Manager Reports

A. Budget Director

Mr. Brown introduced Brandy Cook as the new Budget Director.

B. Bond Refunding Update

Kenny Blocker, District Manager, advised the bids are due on Tuesday for the 20-year refunding. Mr. Blocker requested when the RFPs are received on Tuesday if he can discuss with the Chairman the direction to move forward. The Board provided consensus for Mr. Blocker and the Chairman to discuss the RFP's and decide on the action to take.

C. Independent Fire District Update

Mr. Brown advised House Bill 995 continues through the state legislature process and passed favorably through the Local Administrative and Veterans Sub-Committee on February 14, 2022, and passed through the Ways and Means Committee today.

TWELFTH ORDER OF BUSINESS: District Counsel Reports

A. March 8, 2022 - Supervisor Only Training for Ethics, Sunshine and Public Records Law

Mr. Brionez advised that a Supervisor Only Training for Ethics, Sunshine and Public Records Law will be held on March 8, 2022 at 9:00 a.m. The training will be offered remotely via telephone or computer and requested any interested Supervisors notify the District Clerk if they plan on attending.

B. Order of Enforcement Verbiage

C. Lien Overview

Mr. Brionez advised that violations of the District's Rule to Bring About Deed Compliance are brought before the Board in the form of a Public Hearing, at which time a determination is made if the property owner is in violation of the District's Rule. If a violation exists, an Order of Enforcement will be entered into, which provides the violator a specific timeframe to bring the property into compliance. If the violation is not brought into compliance within the timeframe provided for in the Order of Enforcement, fines will begin accruing and the District may then provide maintenance services directed within the Order. Currently, the District's process provides that once the fines accrue to a specified threshold, a lawsuit would be filed and a request would be made to the Court to file an order for injunctive relief, which then becomes a lien against the property. Mr. Brionez stated that he has begun review of the Statutes, and believes there is a much more efficient process, which would require the District recording the Order of Enforcement upon execution. The document would then become a lien against the property, and if there was an attempt to sell the property, the Order of Enforcement would be identified as part of the Title Search. Mr. Brionez advised that he is requesting concurrence from the Board to proceed with additional research to confirm if this process can be utilized. It is anticipated that an additional three (3) to four (4) hours of research would be necessary, and the cost for the research would be divided among all Districts.

After Board discussion, the Board directed Mr. Brionez to proceed with the recommended research.

D. Rights-of-Way Deed Conveyance

Mr. Brionez advised that Staff has received a request has from Sumter County that the District convey its' rights-of-way along certain properties to Sumter County. There is no negative legal impact to the District, as long as the District maintains its easement rights and enforcement of deed compliance within the rights-of-way. Staff and District Counsel are in the process of researching the request, and additional information will be provided to the Board at the March 17, 2022 meeting.

Vice Chairman Bradshaw inquired who owns the right-of-ways at this time. Mr. Brionez advised that he believes the property was dedicated to the public on the plat. Mr. Brionez advised Staff will also review the ability to enforce deed compliance issues in these areas. Sumter County currently maintains the rights-of-way and the District providing the conveyance would then remove any potential

liability from the District. The District needs to verify they would still have access to the areas if needed.

Supervisor Bova inquired about the legal requirement for a Supervisor to attend Ethics/Public Records training. Mr. Brionez advised that at this time, there is no requirement for Special District Supervisors to attend the four (4) hour training.

THIRTEENTH ORDER OF BUSINESS: Supervisor Comments

A. District 10 Chairman Wiley: PWAC After Agenda

Chairman Wiley advised that the After Agenda for the Project Wide Advisory Committee (PWAC) meeting held on February 14, 2022 has been provided to the Board as information, and provided the following updates:

- The Committee recommended approval of a budget amendment to address the repair and replacement of stormwater pipes. In the past, all budget amendment were brought forward at the end of the fiscal year; however, going forward budget amendment will occur in close proximity to the project which required the budget amendment.
- The Tee Time and Trail Pass Services Agreement was discussed at length. The Committee recommended approval to the SLCDD Board, and the SLCDD subsequently approved the agreement. The Amenity Authority Committee (AAC) will re-address the agreement at their March 9, 2022 meeting.
- The Committee recommended approval of the funding for The Brownwood Woodshop canopies, material handling system and an additional air compressor to the SLCDD Board.

Vice Chairman Bradshaw inquired if anything could be done to decrease the number of residents on the waiting list. Chairman Wiley advised the waiting list is dependent on the completion of the required training.

Supervisor Bova requested more information on how membership is handled so that he can provide the information to residents who have expressed concerns to him, and inquired about the operational costs. Chairman Wiley reiterated that there is not a limit to the number of people that can be in the club, once the individuals have received the required training. Twenty volunteers are needed a day to work at the two (2) woodshops for eight (8) hours a day, five (5) days a week. The training is

done by volunteers with one trainer to two trainees. Over the next five (5) years the utilities costs will be transferred from the Sumter Landing Amenities Division (SLAD) to the club, and the operational costs are paid for by the Woodshop Club.

Vice Chairman Bradshaw inquired if the Recreation Department could assist in providing staffing of the facility so that it could remain open longer. Mr. Blocker advised if the Woodshop Club wanted to pay for a District employee to staff the facility that could be a possibility. The agreement between the District and the Woodshop Club, provides that the club will operate the facility and the District provided the infrastructure.

Mr. Brown provided information about the structure changes that need to be made to assist the club with being able to fully utilize the facility.

Supervisor Bova inquired who originally completed the engineering and design work for the villa roads that need repair, and who will engineer and design the new underdrain system. Mr. Brown advised the Developer uses multiple engineering firms for design work. The villa design standard is the same design used throughout The Villages, with the exception if an underdrain system was installed at the time of construction. Belle Glade and Callahan Villas did have an underdrain system installed, which was affected by the high ground water. Mr. Brown stated that the roads were constructed properly, with the proper thickness of asphalt and the proper underlayment. The issues were caused due to the excessive water and the clay layer under the roadways clogging the underdrain system. Kimley-Horn is the engineering firm completing the engineering and designs for the new under drain system.

Supervisor Bova inquired if the District 4 Soulliere Villas issue is the same. Mr. Brown advised it is a similar underdrain system that will be installed. The soil does have a heavy clay layer, but an underdrain system was not originally constructed in the Soulliere Villas.

Mr. Brown reiterated that all villa roads were constructed properly and received approval from either Sumter or Marion County, and responded to additional inquiries of the Board.

FOURTEENTH ORDER OF BUSINESS: Adjourn

The meeting was adjourned at 4:03 p.m.

On MOTION by Jim Boyd, seconded by John Miller, with all in favor, the Board adjourned the meeting.

Kenneth C. Blocker
Secretary

Don Wiley
Chairman

The Villages®
Community Development Districts
District 10

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 10

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

DATE: 3/17/2022

SUBJECT: **Annual Renewal of Agreement 2021-2022**

ISSUE:

The review and approval of annual agreement renewal for Village Community Development District #10 Board.

ANALYSIS/INFORMATION:

On January 12, 2016 staff issued a Request for Qualifications (RFQ) for Bond Counsel Services. Four firms responded to the RFQ and all firms were found to be responsive to the RFQ. After reviewing a brief presentation from each firm, GrayRobinson, P.A. / Nixon Peabody LLP was ranked number one by the Selection Committee. Subsequent Five Year Agreement was approved by this board with Option to Renew for additional two (2) one-year Renewal Agreements.

The current Agreement (Renewal One) expires April 13, 2022. Renewal Two (FINAL) extends the Agreement through April 12, 2023 and contains no increase to the fee structure.

Contractor	Contract #	Type	Area/Service	Annual Agreement Amount
GrayRobinson, P.A. and Nixon Peabody LLC	16Q-014	Professional	Bond Counsel Services	Per Pricing as provided in Exhibit B Compensation

STAFF RECOMMENDATION:

Staff requests approval of above referenced Annual Agreement Renewal for fiscal year 2022-2023.

MOTION:

Motion to approve GrayRobinson, P.A. and Nixon Peabody LLC Agreement 16Q-014 Annual Renewal for fiscal year 2022-2023 and authorize Chair/Vice Chair to sign the Renewal Document.

ATTACHMENTS:

	Description	Type
▣	VCDD10 16Q-014 GrayRobinson Renew2	Exhibit

**RENEWAL TWO OF TWO (FINAL) TO THE AGREEMENT BETWEEN
VILLAGE COMMUNITY DEVELOPMENT DISTRICT #10 AND
GRAYROBINSON, P.A. AND NIXON PEABODY LLP
FOR NON-EXCLUSIVE BOND COUNSEL SERVICES**

RFQ #16Q-014

THIS RENEWAL is entered into this 17th day of March 2022, by and between VILLAGE COMMUNITY DEVELOPMENT DISTRICT #10 (VCDD10), whose mailing address is 984 Old Mill Run, The Villages, FL 32162 and GRAYROBINSON, P.A. and NIXON PEABODY LLC (BOND COUNSEL).

RECITALS

WHEREAS, VCDD10 and BOND COUNSEL entered into Agreement RFQ #16-014 for Non-Exclusive Bond Counsel Services (AGREEMENT) for issuances and sales of bonds, notes or other financing instruments by or on the behalf of VCDD10, dated April 14, 2016; and

WHEREAS, VCDD10 and BOND COUNSEL entered into Renewal One to the Agreement dated March 18, 2021; and

WHEREAS, VCDD10 and BOND COUNSEL desire to renew the existing Agreement which expires April 13, 2022, as set forth below.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and conditions contained herein, VCDD10 and BOND COUNSEL agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.
2. As per ARTICLE IV – EFFECTIVENESS AND DURATION, the initial term of this Agreement shall be for five (5) years commencing on the date of initial VCDD10 Board Approval (April 14, 2016). This Agreement may be extended for two (2) additional one (1) year periods by the mutual consent of the parties hereto.
3. VCDD10 and BOND COUNSEL hereby renew the Agreement and any Amendments thereto for a term of April 14, 2022, and ending April 13, 2023. The Agreement, inclusive of Exhibit “A” and Exhibit “B” and all Amendments are hereby incorporated into this paragraph.
4. VCDD10 and BOND COUNSEL agree that all other terms and conditions of the Agreement and Amendments thereto are hereby ratified and confirmed and shall continue in full force and effect except as renewed herein.

**RENEWAL TWO OF TWO (FINAL) TO THE AGREEMENT BETWEEN
VILLAGE COMMUNITY DEVELOPMENT DISTRICT #10 AND
GRAYROBINSON, P.A. AND NIXON PEABODY LLP
FOR NON-EXCLUSIVE BOND COUNSEL SERVICES**

RFQ #16Q-014

IN WITNESS WHEREOF, said VCDD10 has caused this Renewal to be executed in its name by the Chairman of the VILLAGE COMMUNITY DEVELOPMENT DISTRICT #10, attested by the clerk of said VCDD10, and GRAYROBINSON, P.A. AND NIXON PEABODY LLP has caused this Renewal to be executed in its name by its authorized representatives, attested to and has caused the seal of said corporation to be hereto attached (if applicable), all on the day and year written above.

**VILLAGE COMMUNITY DEVELOPMENT
DISTRICT #10**

By: _____

Print Name

Print Title

Date

Attest

**BOND COUNSEL
GRAYROBINSON, P.A.**

By: _____

Print Name

Print Title

Date

Attest

**BOND COUNSEL
NIXON PEABODY LLP**

By: _____

Print Name

Print Title

Date

Attest

**SCOPE OF SERVICES
BOND COUNSEL**

1. Advising the VCDD10 as to the legal feasibility of any financing program proposed by VCDD10's district manager, financial advisor, or underwriters and advising as to compliance of the program with applicable law and pending or proposed revision in the law, including the Internal Revenue Code and regulations.
2. Advising as to procedures, required approvals and filings, schedule of events for timely issuance, potential cost-saving techniques and other legal matters relative to issuance of the bonds, whether the financing is undertaken by competitive bid or negotiated sale.
3. Providing general, on-going advice to the VCDD10 on financing matters related to both existing and new debt obligations. Provide support via phone, fax and email for VCDD10's questions relating to previous and/or potential future bond issues. There will be no additional compensation due for customary consultation and advisement on past or currently exciting bond issues.
4. Attend meetings with VCDD10's staff and officials, VCDD10's financial advisor, general counsel, underwriters, rating agencies and others as appropriate for development or sale of bonds or dissemination of related information.
5. Attending VCDD10's meetings on an as-needed basis; and attending any meetings of VCDD10's Board of Supervisors, when so requested.
6. Prepare all pleadings (e.g. complaint, notice of service, proposed answer, memorandum of law, proposed order, etc.) and conduct the validation hearing when one is required. Review transcript of all proceedings in connection with the bond validation hearing and indicate any necessary corrective action.
7. Preparing or assisting in the preparation of all documents relating to the issuance of debt obligations in cooperation with underwriters and financial advisors engaged by the VCDD10.
8. Preparing bond resolutions authorizing the issuance of the Bonds and imposing and levying the special assessments that will be the primary security for the Bonds and any other necessary resolutions for an issue and any amendments thereto in order to authorize and issue the bonds, notes or other obligations.
9. Preparing any trust indenture; escrow deposit agreement; trustee, registrar or paying agent agreement; and any other agreements or similar documents necessary, related or incidental to financing.
10. If sale is by competitive bid, with assistance of the financial advisor preparing the bid documents, notice of sale, Preliminary Official Statement and Official Statement,' and assisting with the evaluation of bids, and preparing any other documentation or action necessary to conduct a sale of the bonds in that manner.
11. If sale is by negotiated sale, assisting in preparation of the Preliminary Official Statement, Preliminary Limited Offering Memorandum, or Preliminary Private Placement Memorandum, as applicable and the final respective prospectus and reviewing the bond purchase agreement and other documentation or action necessary to conduct a sale of the bonds in that manner.
12. Review all underwriter proposals.
13. Preparing, obtaining, delivering and filing all closing papers necessary in connection with the sale and issuance of the bonds, including, but not limited to, certified copies of all minutes, ordinances, resolutions and orders; certificates such as officers, seal, incumbency, signature, no prior pledge, arbitrage and others; continuing disclosure agreements; notices and filings with the State Division of Board Finance and Internal Revenue Service and verifications, consents and opinions from accountants, special consultants and attorneys; attend, supervise, coordinate, and conduct bond pre-closing with the VCDD10.

14. Issuing bond counsel opinion(s) which will, among other things, contain opinions as to the legality, validity and enforceability of the bonds and the trust agreement(s), the proceedings by which they are issued, the security for their payment and the exemption of the exclusion from federal income taxation of the interest on the bonds. In rendering the tax opinion, bond counsel will provide general instructions for compliance with the federal rebate laws. Bond counsel will also deliver a 10-(b)(5) opinion regarding certain sections of the offering document for the Bonds describing the Bonds and the security therefor.
15. Compiling all closing documents and causing the production of a transcript for the bond issue (in CD ROM format or a hard bound transcript, as requested by the VCDD10 from time to time), and providing not less than two (2) transcripts for the VCDD10 and the VCDD10's Attorney, and such other transcripts as may be necessary for other participants in the transaction to be completed and delivered within ninety (90) days after the closing of the transaction.
16. Performing an analysis of the tax and other legal consequences to the VCDD10 associated with major potential transactions which may not involve a debt issuance but which may involve other projects. This includes, but is not limited to, review of existing contracts and drafts of proposed contracts as well as participation in the negotiation of contracts, and includes a review whether the proposed transactions affect or may be affected by existing debt covenants.
17. Advising the VCDD10 as to compliance with Internal Revenue Service regulations, Securities and Exchange Commission (SEC) disclosure and other relevant rules, federal anti-trust laws, and any other Federal, State, and local legislation applicable in the VCDD10 and assisting the VCDD10 in any litigation arising therefrom.
18. Assisting the VCDD10 in obtaining and complying with necessary Internal Revenue Service private letter rulings. Prepare and file the necessary forms with the Internal Revenue Service (FORM 8038-G or applicable forms) and the Florida Division of Bond Finance.
19. Preparing or reviewing necessary documents for compliance with SEC secondary market filings and disclosure rules, and MSRB requirements. (If not prepared or reviewed by disclosure counsel or underwriter's counsel).
20. Assisting the VCDD10 in negotiating and preparing the necessary documents to obtain liquidity support for commercial paper notes; VRDOs, or for any short-term financial facilities, and/or any other borrowing or financing facilities, either for capital or short-term working capital purposes.. Reviewing and revising, if necessary, current and future bond documents subsequent to execution for any possible omissions, errors or changes in Federal, State and local laws that affect the original financing, including, but not limited to, tax certificates.
21. Assisting the VCDD10 in any necessary duties required of bond counsel in executing transactions relating to securities lending, interest rate swaps and hedges, interest rate caps or collars, options or futures programs or any risk management transactions which will provide the VCDD10's financial benefit.
22. Issuing any necessary certificates, notices of call, legal opinions, or other documents that may be required on or before the redemption date of outstanding debt.
23. Review all disclosure documents prepared or authorized by VCDD10 insofar as such documents describe the bonds and summarize the underlying documents.
24. Issuing necessary bond counsel opinions relating to the effects on the tax exempt status of outstanding debt if a re-optimization of the investments held in an established escrow is performed.
25. Advising the VCDD10 as to the appropriate disposition of unspent debt proceeds and in determining that the use of such proceeds is in compliance with Federal, State, and local law as well as applicable bond resolution requirements.

EXHIBIT "A"

26. Advising the VCDD10 and assisting in preparing required documents for the VCDD10 and other governmental authorities for joint financing and/or investment activities.
27. Drafting and recommending provisions and covenants of the VCDD10 to be contained in the bond resolutions and other financing documents including, but not limited to, bond amounts, dates, maturities, interest rates, redemption provisions, flow of funds, debt service coverage requirements, reserve funds, rates and charges, security pledges and conditions relating to the issuance of any additional bonds. Also preparing, reviewing and/or commenting on documentation to be utilized in conjunction with, and recommending the structure and economic benefits of derivative products such as variable rate/residual rate financings, interest rate swap transactions, bond insurance, tax information regarding changes in tax laws that may affect the VCDD10, its bonds or its investors, and similar matters related to VCDD10's financings.
28. Assisting, if requested, in the preparation of information necessary to obtain favorable bond ratings for VCDD10's financings and in the presentation of this information to the bond rating organizations.
29. Assisting in development and implementation of rating agency strategy to improve the rating of VCDD10's debt and advise the VCDD10 on its overall debt management program.
30. If requested, performing general contracts review and/or preparation and negotiation of contracts for specific projects.
31. Render any other legal services incidental or required in connection with the matters listed above.

EXHIBIT “B”**BOND COUNSEL
COMPENSATION FOR SERVICES**

BOND COUNSEL will commence the engagement with a series of meetings to discuss the representation and VCDD10's upcoming anticipated issuances. BOND COUNSEL will not charge for these initial meetings. To the extent extensive legal work is required outside of an issuance to enable a preferred type of issuance or if significant post issuance issues arise, we would propose the hourly rates set forth below.

Attorney	Type of Work Performed	Hourly Rate
Brian Fender	Florida Bond Counsel Work	\$450
Jennifer LaRocco	Florida Bond Counsel Work	\$350
Bruce Serchuk	IRS Work / Bond Tax Work	\$905 / \$675
Carla Young	IRS Work / Bond Tax Work	\$745 / \$550
Mitch Rapaport	IRS Work / Bond Tax Work	\$945 / \$700
Other listed Gray Robinson attorneys	Miscellaneous Municipal Work	\$350

In connection with BOND COUNSEL issuances, fees for issuances under \$100,000,000 are shown below. These fees will be due and payable at closing. In the event BOND COUNSEL is asked to prepare a prospectus in connection with a competitive sale, there is an additional fee equal to 75% of the BOND COUNSEL fee.

Type of Bond Issue	Fee Arrangement
Tax exempt offering	\$60,000 per issuance plus \$10,000 for each additional simultaneous series issued
Taxable offering	\$30,000 per issuance plus \$10,000 for each additional simultaneous series issued
Bank Loan Placement – Tax Exempt	\$55,000 per issuance plus \$10,000 for each additional simultaneous series issued
Bank Loan Placement – Taxable	\$30,000 per issuance plus \$10,000 for each additional simultaneous series issued

In connection with BOND COUNSEL issuances, fees for issuances above \$1,000,000,000 are shown below. These fees will be due and payable at closing.

Type of Bond Issue	Fee Arrangement
Tax exempt offering	\$0.25% per \$1,000 over \$100 million par added to above
Taxable offering	\$0.25% per \$1,000 over \$100 million par added to above
Bank Loan Placement – Tax Exempt	\$0.25% per \$1,000 over \$100 million par added to above
Bank Loan Placement – Taxable	\$0.25% per \$1,000 over \$100 million par added to above

BOND COUNSEL will not charge for routine advice and professional services before or between bond transactions. BOND COUNSEL may charge at hourly rates only in the event that

BOND COUNSEL is asked to provide extensive services unrelated to a bond transaction.

EXHIBIT "B"

The types of out-of-pocket expenses for which BOND COUNSEL will be reimbursed are courier packages and any out-of-State travel. Any reimbursements shall be in accordance with State law and any VCDD10's travel policy. Out-of-pocket expenses are not expected to exceed \$1,000 for any single financing. The VCDD10 shall be responsible for all third party printing costs.

BOND COUNSEL shall be entitled to hourly compensation for complex or protracted bond validation proceedings.

Notwithstanding anything in this Exhibit B to the contrary, compensation shall not be paid or owing on any bond issue until issuance and sale of the financial instruments.

The Villages®
Community Development Districts
District 10

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 10

FROM: Kenny Blocker, District Manager

DATE: 3/17/2022

SUBJECT: Acceptance of Loan Offer from Citizens First Bank for Phase I Refunding

ISSUE:Acceptance of Loan Offer from Citizens First Bank

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
❑ CFB Offer Letter	Cover Memo
❑ Bond Delegation Resolution - Citizens First Bank	Cover Memo
❑ Third Supplemental Trust Indenture	Cover Memo



February 22, 2022

Mr. Kenneth Blocker,
District Manager
Village Community Development District No. 10
984 Old Mill Run
The Villages, Florida 32162

Re: Loan for an amount of up to \$53,650,000.00 (U.S.) from Citizens First Bank as Lender to Village Community Development District No. 10, as Borrower.

Dear Mr. Blocker:

Citizens First Bank, ("Lender" or "Bank") is pleased to extend to Village Community Development District No. 10 ("Borrower") a commitment to loan to Borrower the sum of up to \$53,650,000.00 (the "Loan") under the terms and conditions of this letter. If you find these terms and conditions to be acceptable, please have Borrower so indicate by signing and returning a copy of this letter.

The Loan is to be extended only on the following terms and conditions:

I. LOAN TERMS:

- a) AMOUNT: The loan will be in the amount not to exceed \$53,650,000.00.
- b) INTEREST RATE: Tax Exempt fixed rate equal to 10 yr. United States Treasury +82bps to be fixed 15 days prior to closing.
- c) TERMS: The loan will be paid interest semi-annually on May 1st. and November 1st. of each year beginning November 1, 2022. The principal will be paid annually beginning November 1, 2022 and ending on November 1, 2043, based on the proposed amortization schedule, shown as Exhibit A attached. There will be a seven-year no call or refund period. Interest will be calculated on 30/360 day-count basis.
- d) CLOSING COST: Borrower agrees to pay for Lender's legal counsel in connection with the closing of this transaction which will be \$16,000.00. Bank will be represented by Ed Clement of Lowndes, Drosdick, Doster, and Kantor & Reed.
- e) POINTS: None

P.O. Box 1927 • The Villages, FL 32158
352-753-9515 • 1-800-707-1893
www.MyCitizensFirst.com

Member FDIC • Equal Housing Lender • NMLS#469329

Village Community Development
District No. 10
Commitment Letter
February 22, 2022

- f. PURPOSE: (i) Refund the Series 2012 Bonds associated with the funding of phase I of the District and (ii) pay the Districts related costs of issuance.
- g. PREPAYMENT: The principal can be prepaid at any time without penalty or restriction after the initial 7 year no call or refund period.
- h. DEFAULT REMEDIES: The loan will have a 30 day grace period for payments with a 5% late fee imposed if any payment is not paid within 30 days of its due date. Lender will be entitled to attorney's fees and cost in case of default with a default rate not to exceed the maximum rate allowable by law.

II. SECURITY

The loan will be secured by a pledge of and a first lien upon the 2022 Pledged Revenues and 2022 Pledged Funds. The 2022 Pledged Revenues are the revenues derived by the District from the Series 2012 Assessments. The Series 2012 Assessments are the Assessments to be designated as pledged to secure the 2022 Bond in the Assessment Proceedings.

The Series 2012 Assessments are imposed and levied on those parcels of land within the District specially benefited by the portion of the District's capital improvement program refinanced with proceeds of the 2022 Bond. The Series 2012 Assessments are assessments imposed and levied against the land subject thereto upon the basis of a special benefit to such land determined to result from the implementation of such improvements.

III. DOCUMENTATION

Documentation for the obligation will be prepared in a manner typical of similar transactions, including security instruments pledging a lien upon 2022 Pledged Revenues. All documentation will be reviewed and approved by Bank counsel prior to consummation.

VI. OTHER LOAN CONDITIONS

In addition to the foregoing, the following conditions shall apply to the Loan:

1. If at any time during the life of this transaction it is determined this credit facility

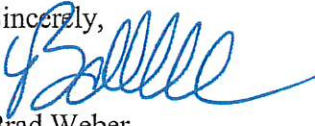
does not qualify as a tax-exempt transaction as a result of the actions or inactions of the Borrower, the borrower will be responsible for the tax liability on the transaction. The Tax Equivalent Rate of 3.56% will apply in the event the bonds are deemed taxable. If at any time it is deemed that the documentary stamps are due and payable, The Village Community Development District will be liable for payment.

2. Financial Statements: In making this Loan commitment, the Bank is relying on the financial condition of the Borrower. To help assure that neither the financial condition of the Borrower nor the income capability of the security adversely changes throughout the life of the loan, Borrower shall have the following obligations throughout the course of the loan:
 - (1) Borrower must keep books and records reflecting their financial conditions, including but not limited to, the operation of the security in accordance with generally accepted accounting principals consistently applied. Bank shall have the right, from time to time during normal business hours, to examine such books, records and accounts at the offices of the Borrower or other personal entity maintaining such books, records and accounts and to make such copies of extracts thereof as the Bank shall desire.
 - (2) During the term of the loan, the Borrower must furnish or cause to be furnished to the Bank, 270 days after the end of the fiscal year to provide audited financial statements of the borrower.
- c. Lender will receive legal opinions from Issuer's counsel and Bond Counsel, in a form typically rendered to the Lender in transactions of like nature.
- d. This commitment must be accepted in writing by Borrower by March 31, 2022 or shall therefore be void. This commitment may be executed in counterparts, each on which shall collectively and separately constitute a single agreement. Once executed, this commitment will supersede any and all previous discussions, understanding, or agreements between the parties and regarding the transaction contemplated herein.
- e. Closing shall occur on or before May 1, 2022.
- f. The provisions and requirement of this commitment shall survive closing and shall be enforceable against Borrower after closing, whether or not all terms thereto are contained in Loan Documents.

Village Community Development
District No. 10
Commitment Letter
February 22, 2022

Once again, we are pleased to have the opportunity to extend this commitment to Village Community District No. 10 and we hope the District will accept our offer by signing and returning the enclosed copy of this letter by the stated expiration date. If you have any questions, please do not hesitate to call me.

Sincerely,



Brad Weber
Executive Vice President
Chief Lending Officer

Brad.weber@mycitizensfirst.com
352-259-3266
1050 Lake Sumter Landing
The Villages, Florida 32162

CC: plenzlerk@pfm.com
PFM Financial Advisors, LLC

CC: brentw@pfm.com
PFM Financial Advisors, LLC

CC: dennism@pfm.com
PFM Financial Advisors, LLC

ACCEPTED THIS ____ day of March 2022

Village Community Development District No. 10

BY: _____
Kenneth Blocker,
District Manager, on behalf of
Village Community Development District No. 10

Village Community Development
District No. 10
Commitment Letter
February 22, 2022

EXHIBIT A

Preliminary Loan Amortization Schedule

<u>Period Ending</u>	<u>Principal</u>
11/1/2022	1,375,000
11/1/2023	1,440,000
11/1/2024	1,510,000
11/1/2025	1,585,000
11/1/2026	1,670,000
11/1/2027	1,755,000
11/1/2028	1,845,000
11/1/2029	1,940,000
11/1/2030	2,035,000
11/1/2031	2,140,000
11/1/2032	2,250,000
11/1/2033	2,370,000
11/1/2034	2,495,000
11/1/2035	2,625,000
11/1/2036	2,760,000
11/1/2037	2,905,000
11/1/2038	3,060,000
11/1/2039	3,220,000
11/1/2040	3,390,000
11/1/2041	3,570,000
11/1/2042	3,755,000
11/1/2043	3,955,000
	<u>53,650,000</u>

RESOLUTION NO. 2022-07

A RESOLUTION OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 10, AUTHORIZING THE ISSUANCE OF AND AWARDED THE SALE OF ITS VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 10 SPECIAL ASSESSMENT REVENUE REFUNDING BOND, SERIES 2022, FOR THE PRINCIPAL PURPOSE OF REFUNDING A PORTION OF THE OUTSTANDING VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 10 SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2012; DELEGATING TO THE CHAIR OF THE BOARD OF SUPERVISORS OF THE DISTRICT, SUBJECT TO COMPLIANCE WITH THE APPLICABLE PROVISIONS HEREOF, THE AUTHORITY TO AWARD THE SALE OF SUCH BOND TO CITIZENS FIRST BANK PURSUANT TO A PROPOSAL; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF THE THIRD SUPPLEMENTAL TRUST INDENTURE; APPROVING U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION AS THE TRUSTEE, REGISTRAR AND PAYING AGENT FOR SUCH BOND; MAKING CERTAIN FINDINGS; APPROVING THE FORM OF SAID BOND; AUTHORIZING CERTAIN OFFICIALS OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 10 AND OTHERS TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF SAID BOND; PROVIDING FOR THE REFUNDING AND REDEMPTION OF A PORTION OF THE OUTSTANDING AFORESAID SERIES 2012 BONDS AND CALLING SUCH BONDS FOR EARLY REDEMPTION; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT TO SAID BOND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Village Community Development District No. 10 (the "District") is authorized by Florida Statutes, Chapter 190 (the "Act"), particularly Section 190.016, and Ordinance No. 04-38 of Sumter County, Florida, as amended, to issue bonds secured by a pledge of non-ad valorem assessments for the purposes, among other things, of constructing and/or acquiring various public improvements as set forth in the Act; and

WHEREAS, the District, pursuant to Resolution No. 12-03, adopted by the Board of Supervisors of the District (the "Board") on July 20, 2012 (the "Authorizing Resolution"), has authorized the issuance of not to exceed \$170,000,000 aggregate principal amount of its Special Assessment Revenue Bonds (the "Bonds") in one or more series, for the purpose of financing the construction and/or acquisition by the District of public improvements and community facilities permitted by the Act; and

WHEREAS, pursuant to the Authorizing Resolution and a Master Trust Indenture dated as of December 1, 2012 (the "Master Indenture"), by and between the District and U.S. Bank Trust Company, National Association, as ultimate successor in interest, as trustee (the "Trustee"), as supplemented by a First Supplemental Trust Indenture dated as of December 1, 2012 (the "First Supplemental Indenture" and, collectively with the Master Indenture, the "Series

2012 Indenture"), the District previously issued its Special Assessment Revenue Bonds, Series 2012 (the "Series 2012 Bonds") to provide the District funds to acquire and construct certain public infrastructure improvements associated with the first phase of the residential development within the boundaries of the District (as more fully defined in the Series 2012 Indenture, the "Prior Project"); and

WHEREAS, the District is authorized by the Act and other applicable law to make payments of principal, interest and premium, if any, with respect to the Series 2012 Bonds by levying and collecting special assessments on the assessable property located within the District specially benefitted by the Prior Project and financed with the proceeds of the Series 2012 Bonds; and

WHEREAS, the District now desires to refund and call for redemption all of the currently outstanding Series 2012 Bonds, other than the Amortization Installment thereof coming due on May 1, 2022 which shall be paid when due (the "Refunded Bonds") and, to effect such refunding, to authorize the issuance of and award the sale of its Special Assessment Revenue Refunding Bond, Series 2022 (the "Series 2022 Bond") in a principal amount not exceeding \$53,650,000, to approve the Third Supplemental Indenture (hereinafter defined) and to provide for various other matters relating to the issuance of the Series 2022 Bond; and

WHEREAS, pursuant to a Request for Proposals dated January 26, 2022, the Board has received from Citizens First Bank (the "Purchaser") a proposal dated February 22, 2022 (the "Proposal") for the purchase of the Series 2022 Bond, and the Board has determined that acceptance of such proposal and the sale of the Series 2022 Bond to the Purchaser is in the best interests of the District for the reasons hereafter indicated; and

WHEREAS, in conjunction with the sale and issuance of the Series 2022 Bond, it is necessary to approve the form of the Third Supplemental Indenture, to approve the form of the Series 2022 Bond and to provide for various other matters with respect to the issuance of the Series 2022 Bond;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 10, AS FOLLOWS:

SECTION 1. Definitions. All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Indenture (hereinafter defined).

SECTION 2. Authorization. There is hereby authorized to be issued the Series 2022 Bond in a principal amount not exceeding \$53,650,000. The Series 2022 Bond shall be issued under and secured by the Master Indenture, as supplemented with respect to the Series 2022 Bond by that Third Supplemental Trust Indenture to be dated as of May 1, 2022, by and between the District and the Trustee (the "Third Supplemental Indenture" and, collectively with the Master Indenture, the "Indenture"). The proceeds of the Series 2022 Bond shall be used for the purposes set forth in the Third Supplemental Indenture.

SECTION 3. Approval of Third Supplemental Indenture. The Third Supplemental Indenture is hereby approved in substantially the form set forth as part of **Exhibit A** hereto. The

Chair of the Board is hereby authorized and directed to execute and deliver such Third Supplemental Indenture on behalf of and in the name of the District, and the Secretary of the Board is hereby authorized to attest such execution, with such additions and deletions therein as may be made and approved by the Chair executing the same, such execution to be conclusive evidence of such approval. The Trustee is hereby approved to serve as Trustee, Bond Registrar and Paying Agent under the Third Supplemental Indenture.

SECTION 4. Negotiated Sale. The Board hereby determines that a negotiated sale of the Series 2022 Bond to the Purchaser pursuant to the Proposal, which was received in response to the Request for Proposals, is in the best interest of the District because of prevailing market conditions and because the nature of the security for the Series 2022 Bond and the sources of payment of debt service on the Series 2022 Bond require the participation of a purchaser in structuring the bond issue.

SECTION 5. Award; Form of the Series 2022 Bond. The sale of the Series 2022 Bond to the Purchaser upon the terms and conditions set forth in the Proposal is hereby approved. The Proposal is attached hereto as **Exhibit B**. The Series 2022 Bond shall be in substantially the form as set forth in the exhibit to the Third Supplemental Indenture, with such additions, deletions and other changes thereto as the officials of the Board executing the Series 2022 Bond shall approve, such approval to be conclusively evidenced by the execution of the Series 2022 Bond (by manual or facsimile signature) by such officials. The Board hereby authorizes and approves the use of a facsimile of the District seal on the Series 2022 Bond. As a condition precedent to the issuance of the Series 2022 Bond, the District shall have received a Certificate of the Purchaser substantially in the form attached hereto as **Exhibit C** and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, substantially in the form attached hereto as **Exhibit D**.

SECTION 6. Undertaking of the Refunding. The Board hereby finds that the refunding of the Refunded Bonds as described herein and in the Third Supplemental Indenture complies with Section 190.016(7), Florida Statutes, in that the issuance of the Series 2022 Bond is advantageous to the District. Subject to the delivery of the Series 2022 Bond upon the terms set forth in this Resolution: (i) all of the Refunded Bonds are hereby irrevocably called for redemption on May 1, 2022, at the redemption price of 100% of the principal amount of such Refunded Bonds, together with accrued interest to the redemption date, (ii) the Trustee is hereby authorized and directed to send a notice of redemption to the holders of the Refunded Bonds in accordance with the provisions of the Series 2012 Indenture, (iii) the Trustee is hereby authorized and directed to apply the proceeds of the Series 2022 Bond in the manner set forth in the Third Supplemental Indenture, and (iv) amounts on deposit in the Funds and Accounts for the Refunded Bonds shall be applied as directed by the Chair in a certificate directed to the Trustee and delivered at the closing on the Series 2022 Bond, subject to the approval of Bond Counsel. The Board hereby authorizes the Chair and the Secretary or any Assistant Secretary to execute, deliver, receive and enter into such other contracts, documents, instruments, certificates and proceedings incident thereto or necessary to effect the undertaking of the refunding of the Refunded Bonds in accordance with the provisions of this Resolution and the Third Supplemental Indenture.

SECTION 7. Application of Series 2022 Bond Proceeds. Proceeds of the Series 2022 Bond shall be applied as provided in the Third Supplemental Indenture.

SECTION 8. Open Meetings. It is hereby found and determined that all official acts of this Board concerning and relating to the issuance, sale and delivery of the Series 2022 Bond, including but not limited to adoption of this Resolution, were taken in open meetings of the members of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public in compliance with all legal requirements including, but not limited to, the requirement of Florida Statutes, Section 286.011.

SECTION 9. Other Actions. The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager or Deputy District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), GrayRobinson, P.A. and Nixon Peabody LLP, as Bond Counsel, Brionez + Brionez, P.A., Counsel to the District, and any other consultant or experts retained by the District, are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the Series 2022 Bond and the consummation of all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the Third Supplemental Indenture, this Resolution and the Proposal.

SECTION 10. Approval of Prior Actions. All actions taken to date by the members of the Board and the officers, agents, and employees of the District in furtherance of the issuance of the Series 2022 Bond are hereby approved, confirmed and ratified.

SECTION 11. Inconsistent Resolutions and Motions. All prior resolutions of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

SECTION 12. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

SECTION 13. Effective Date. This Resolution shall become effective immediately upon its adoption.

[Remainder of page intentionally left blank.]

ADOPTED this 17th day of March, 2022.

**VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 10**

[SEAL]

By: _____
Chairman

Attest:

By: _____
Secretary

EXHIBIT A

FORM OF THIRD SUPPLEMENTAL INDENTURE

EXHIBIT B
PROPOSAL

EXHIBIT C

FORM OF PURCHASER'S CERTIFICATE

This is to certify that Citizens First Bank, a Florida banking corporation (the "Purchaser") has not required Village Community Development District No. 10 (the "District") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the District in connection with the issuance by the District of its Special Assessment Revenue Refunding Bond, Series 2022 (the "Series 2022 Bond"), and no inference should be drawn that the Purchaser, in the acceptance of said Series 2022 Bond, is relying on Bond Counsel or District Counsel as to any such matters other than the legal opinions rendered by Bond Counsel and by District Counsel. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in that Master Trust Indenture dated as of December 1, 2012, by and between the District and U.S. Bank Trust Company, National Association (the "Trustee"), as successor trustee, as supplemented by that Third Supplemental Trust Indenture to be dated May 1, 2022, by and between the District and the Trustee (the "Indenture").

We are aware that investment in the Series 2022 Bond involves various risks, that the Series 2022 Bond is not a general obligation of the District or payable from ad valorem tax revenues, and that the payment of the Series 2022 Bond is secured solely from the sources described in the Indenture. We have made such independent investigation of the District and the Series 2022 Trust Estate as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Series 2022 Bond and can bear the economic risk of our investment in the Series 2022 Bond.

We acknowledge and understand that the Indenture is not required to be qualified under the Trust Indenture Act of 1939, as amended, and that the Series 2022 Bond is not required to be registered in reliance upon an exemption from registration pursuant to the Securities Act of 1933, as amended, Section 517.051(1), Florida Statutes, and Section 517.061(7), Florida Statutes, and that neither the District, Bond Counsel nor District Counsel shall have any obligation to effect any such registration or qualification.

The Series 2022 Bond has been purchased for the account of the Purchaser for investment purposes only and not with a present view to the distribution, transfer or resale thereof. The Purchaser intends to hold and book the Series 2022 Bond as a loan in its loan portfolio. The Purchaser acknowledges that the use of the word "bond" in the name of the debt instrument is not intended to indicate that the instrument is or is not a security within the meaning of the Securities Act of 1933. The Purchaser currently intends to hold such Series 2022 Bond for its own account and for an indefinite period of time and does not currently intend to dispose of all or any portion of such Series 2022 Bond. The Purchaser hereby covenants that if the Purchaser subsequently decides to distribute or resell the Series 2022 Bond, it shall comply in all respects with all laws then applicable with respect to any such distribution or resale. We understand that the Series 2022 Bond may not be transferred in a denomination less than the par amount outstanding at the time of transfer.

We are a Florida banking corporation, and as such we are a qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Series 2022 Bond for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We are an "accredited investor" within the meaning of the Securities Act of 1933, as amended, and Regulation D thereunder.

DATED as of this ____ day of May, 2022.

CITIZENS FIRST BANK

By:_____

Name:_____

Title:_____

EXHIBIT D

FORM OF DISCLOSURE LETTER

The undersigned proposes to negotiate with Village Community Development District No. 10 (the "District") for the direct purchase of its not to exceed \$53,650,000 Special Assessment Revenue Refunding Bond, Series 2022 ("Series 2022 Bond"). Prior to the award of the Series 2022 Bond, the following information is hereby furnished to the District:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Purchaser") in connection with the issuance of the Series 2022 Bond (such fees and expenses to be paid by the District):

\$16,000.00

Lowndes, Drosdick, Dostor, and Kantor & Reed
Legal Fees

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the Series 2022 Bond to any person not regularly employed or retained by the Purchaser (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Purchaser, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the District, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the District and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Series 2022 Bond.

3. The amount of the underwriting spread expected to be realized by the Purchaser is \$0. The Purchaser will charge a commitment fee of \$0.

4. The management fee to be charged by the Purchaser is \$0.

5. Truth-in-Bonding Statement:

The Series 2022 Bond is being issued primarily to refund the District's Outstanding Special Assessment Revenue Bonds, Series 2012, as set forth in the Resolution. Unless earlier prepaid, the Series 2022 Bond is expected to be repaid by May 1, 20___. This debt or obligation is expected to be repaid over a period of approximately ___ (__) years. At a fixed interest rate of ___%, total interest paid over the life of the Series 2022 Bonds will be \$_____.

The source of repayment for the Series 2022 Bond is the Series 2012 Assessments imposed and collected by the District. Based solely upon the assumptions set forth in the paragraph above, the issuance of the Series 2022 Bond will result in approximately

[\$_____] of the Series 2012 Assessments not being available to the District on an annual basis to finance other services of the District.

6. The name and address of the Purchaser is as follows:

Citizens First Bank
P.O. Box 1927
The Villages, Florida 32158
Attn: Brad Weber – Executive Vice President

We understand that you do not require any further disclosure from the Purchaser pursuant to Section 218.385(6), Florida Statutes, as amended.

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Purchaser this ____ day of May, 2022.

CITIZENS FIRST BANK

By:_____

Name:_____

Title:_____

THIRD SUPPLEMENTAL TRUST INDENTURE

BETWEEN

VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 10

AND

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,

AS TRUSTEE

Dated as of May 1, 2022

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This Table of Contents is incorporated herein for ease of reference only and shall not be deemed a part of the Third Supplemental Trust Indenture.

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EXHIBIT "A" Form of the Series 2022 Bond

THIRD SUPPLEMENTAL TRUST INDENTURE

THIS THIRD SUPPLEMENTAL TRUST INDENTURE (the "Third Supplemental Indenture") is dated as of May 1, 2022, from **VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 10** (the "District") to **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as ultimate successor in interest as trustee (the "Trustee"), a national banking association established under the laws of the United States of America and authorized to accept and execute trusts of the character herein set out within the State of Florida, with a designated corporate trust office located in Orlando, Florida.

WHEREAS, the District is a community development district duly organized and existing under the provisions of Chapter 190, Florida Statutes, as amended (the "Act"), for the purpose, among other things, of financing and managing the acquisition, construction, maintenance, and operation of the major infrastructure within and without the boundaries of the District, as provided in the Act; and

WHEREAS, pursuant to Resolution No. 12-03, adopted by the Board of Supervisors of the District (the "Board") on July 20, 2012 (the "Authorizing Resolution"), the District authorized the issuance of not to exceed \$170,000,000 of its Village Community Development District No. 10 Special Assessment Revenue Bonds, issuable in one or more Series from time to time (the "Bonds"), and authorized the execution and delivery of a Master Trust Indenture dated as of December 1, 2012, by and between the District and the Trustee (the "Master Indenture") to secure the issuance of the Bonds; and

WHEREAS, the District previously issued its Special Assessment Revenue Bonds, Series 2012 (the "Series 2012 Bonds"), pursuant to the Master Indenture and a First Supplemental Trust Indenture dated as of December 1, 2012 (the "Series 2012 Indenture"), for the primary purpose of constructing public infrastructure and other public improvements associated with the development of Phase I of the District, in accordance with the provisions of the Act (the "Prior Project," as hereinafter defined), which Series 2012 Bonds were secured primarily from the revenues received by the District from the levy of the Series 2012 Assessments (as defined herein), levied on certain lands within Phase I of the District; and

WHEREAS, the District is authorized by the Act, particularly Section 190.016(7) thereof, to issue bonds of the District to provide for the refunding of obligations of the District like the Series 2012 Bonds; and

WHEREAS, the District has determined it to be advantageous to the District to issue its Special Assessment Revenue Refunding Bond, Series 2022 (the "Series 2022 Bond") for the primary purpose of, together with other legally available money of the District, refunding all of the Outstanding Series 2012 Bonds, other than the Amortization Installment thereof coming due on May 1, 2022 which shall be paid when due (collectively, the "Refunded Bonds"), which refunding will reduce the debt service of the District to the advantage of certain residents of the District; and

WHEREAS, the Board previously adopted Resolution Nos. 13-04 and 13-05, on November 8, 2012, declaring special assessments, defining assessable property to be benefited

by the Prior Project, defining the cost of the Prior Project with respect to which Series 2012 Assessments will be imposed and the manner in which such Series 2012 Assessments shall be levied against such benefited property within the District, directing the preparation of an assessment roll, calling for a public hearing at which owners of the property to be subject to the Series 2012 Assessments might be heard as to the propriety and advisability of undertaking the Prior Project, the cost thereof, the manner of payment therefor, and the amount to be assessed against each property improved by the Prior Project, and stating the intent of the District to issue bonds of the District secured primarily by such Series 2012 Assessments to finance the costs of the acquisition and construction of the Prior Project, and the Board further duly adopted Resolution No. 13-19 on December 13, 2012, following a public hearing conducted in accordance with the Act, to fix, establish and levy the Series 2012 Assessments on the benefited property against which Series 2012 Assessments are imposed, as supplemented by Resolution No. 2022-[___], adopted on April [14], 2022 (such Resolutions being herein referred to collectively as the "Assessment Resolutions"); and

WHEREAS, pursuant to Resolution No. 2022-07 adopted by the Board on March 17, 2022, the District has authorized the issuance, sale and delivery of not to exceed \$53,650,000 principal amount of the Series 2022 Bond as a Series of Bonds under the Master Indenture and authorized the execution and delivery of this Third Supplemental Indenture to secure the issuance of the Series 2022 Bond and to set forth the terms of the Series 2022 Bond; and

WHEREAS, the District will apply the proceeds of the Series 2022 Bond, together with other legally available monies of the District, to: (i) refund all of the Refunded Bonds as set forth herein and (ii) pay certain costs associated with the issuance of the Series 2022 Bond; and

WHEREAS, the execution and delivery of the Series 2022 Bond and of this Third Supplemental Indenture have been duly authorized by the Board, and all things necessary to make the Series 2022 Bond, when executed by the District and authenticated by the Trustee, a valid and binding legal obligation of the District and to make this Third Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the Series 2022 Trust Estate (as hereinafter defined) have been done;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS THIRD SUPPLEMENTAL INDENTURE WITNESSETH:

That the District, in consideration of the premises herein, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the Series 2022 Bond by the purchaser or purchasers thereof, and other good and valuable consideration, receipt which is hereby acknowledged, and in order to further secure the payment of the principal and Redemption Price (as defined in the Master Indenture) of, and interest on, the Series 2022 Bond Outstanding (as defined in the Master Indenture) from time to time, according to its tenor and effect, and such other payments required to be made under the Master Indenture or hereunder, and to further secure the observance and performance by the District of all the covenants, expressed or implied in the Master Indenture, in this Third Supplemental Indenture and in the Series 2022 Bond: (a) has executed and delivered this Third Supplemental Indenture and (b) does hereby, in confirmation of the Master Indenture, grant, bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its successors in interest the trusts

under the Master Indenture and hereunder, and to them and their successors and assigns forever, all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Master Indenture and the provisions of the Master Indenture and this Third Supplemental Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Master Indenture and this Third Supplemental Indenture to the Series 2022 Bond, the revenues derived by the District from the Series 2012 Assessments levied and imposed pursuant to the Assessment Proceedings (hereinafter defined) as the same may be amended from time to time (the "Series 2022 Pledged Revenues") and the Funds and Accounts established hereby (except for the Series 2022 Rebate Account and the Series 2022 Costs of Issuance Account) (collectively, the "Series 2022 Pledged Accounts" and, with the Series 2022 Pledged Revenues, the "Series 2022 Trust Estate"), all in the manner set forth below and provided herein;

TO HAVE AND TO HOLD all the same by the Master Indenture granted, bargained, sold, conveyed, transferred, assigned and pledged, or agreed or intended so to be, to the Trustee and its successors in trust and to it and its assigns forever;

IN TRUST NEVERTHELESS, except as in each such case may otherwise be provided in the Master Indenture or this Third Supplemental Indenture, upon the terms and trusts in the Master Indenture and this Third Supplemental Indenture for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the Series 2022 Bond issued or to be issued under and secured by this Third Supplemental Indenture;

PROVIDED HOWEVER, that if the District, its successors or assigns, shall well and duly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the Series 2022 Bond secured and Outstanding under this Third Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Series 2022 Bond and this Third Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Master Indenture and this Third Supplemental Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions of the Master Indenture and this Third Supplemental Indenture, then upon such final payments, this Third Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to the Series 2022 Bond, otherwise this Third Supplemental Indenture shall remain in full force and effect;

THIS THIRD SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that the Series 2022 Bond issued and secured hereunder is to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as in the Master Indenture (except as amended directly or by implication by this Third Supplemental Indenture) and in this Third Supplemental Indenture expressed, and the District has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Series 2022 Bond, as follows:

ARTICLE I DEFINITIONS

Section 101. Definitions. All terms used herein that are defined in the recitals hereto are used with the same meaning herein unless the context clearly requires otherwise. All terms used herein that are defined in the Master Indenture are used with the same meaning herein (including the use of such terms in the recitals hereto and the granting clauses hereof) unless (i) expressly given a different meaning herein or (ii) the context clearly requires otherwise. In addition, unless the context clearly requires otherwise, the following terms used herein shall have the following meanings:

"Assessment Proceedings" shall mean the proceedings of the District with respect to the establishment, levy and collection of the Series 2012 Assessments adopted by the Board, including without limitation the Assessment Resolutions and any supplemental proceedings undertaken by the District with respect to the Series 2022 Bond.

"Authorized Denomination" shall mean, with respect to the Series 2022 Bond, the then outstanding aggregate principal amount of the Series 2022 Bond, from time to time, provided, however, that any redemption of the Series 2022 Bond shall be in integral whole number multiples of \$1,000.

"Bank" shall mean Citizens First Bank, a Florida banking corporation.

"Delinquent Series 2012 Assessment Interest" shall mean Series 2012 Assessment Interest deposited with the Trustee after the date on which such Series 2012 Assessment Interest has become due and payable.

"Delinquent Series 2012 Assessment Principal" shall mean Series 2012 Assessment Principal deposited with the Trustee after the date on which such Series 2012 Assessment Principal has become due and payable.

"Determination of Taxability" shall mean a final decree or judgment of any federal court or a final action of the Internal Revenue Service determining that interest paid or payable on the Series 2022 Bond is or was includable in the gross income of an Owner for federal income tax purposes as a result of the actions or inactions of the District; provided, no Determination of Taxability shall be deemed to occur unless the District has been given written notice of such occurrence and, to the extent permitted by law, an opportunity to participate in and seek, at the District's expense, a final administrative determination by the Internal Revenue Service or determination by a court of competent jurisdiction (from which no further right of appeal exists) as to occurrence of such Determination of Taxability.

"Interest Payment Date" shall mean each May 1 and November 1, commencing November 1, 2022.

"Interest Rate" shall mean the Tax-Exempt Rate, except upon a Determination of Taxability in which case it shall mean the Taxable Rate as determined pursuant to Section 203(b) hereof; provided, however, that in no event shall the Interest Rate exceed ____% per annum.

"Owner" shall mean the owner from time to time of the Series 2022 Bond for federal income tax purposes.

"Prior Project" shall mean the public infrastructure improvements funded in part from the proceeds of the Series 2012 Bonds, and benefiting the lands subject to the Series 2012 Assessments, as more particularly described in the Series 2012 Indenture.

"Series 2012 Assessments" shall mean the Assessments levied by the District against developed and developable property within the Phase I of the District pursuant to the Assessment Proceedings and pledged to secure the payment of the principal of, and interest on, the Series 2022 Bond as provided herein.

"Series 2012 Assessment Interest" shall mean the interest on Series 2012 Assessments received by the District which is pledged to the Series 2022 Bond, other than Delinquent Series 2012 Assessment Interest.

"Series 2012 Assessment Principal" shall mean the principal amount of Series 2012 Assessments received by the District which are pledged to the Series 2022 Bond, other than Delinquent Series 2012 Assessment Principal and Series 2022 Prepayment Principal.

"Series 2022 Investment Obligations" shall mean and include any of the following securities, if and to the extent the same are at the time legal investments for funds of the District:

- (A) Government Obligations;
- (B) obligations of any Federal agency whose debt rating is in one of the two highest rating categories by both Moody's and S&P.
- (C) deposits, Federal funds or bankers' acceptances (with term to maturity of 270 days or less) of any bank which has an unsecured, uninsured and unguaranteed obligation rated in one of the two highest rating categories by both Moody's and S&P;
- (D) commercial paper rated in one of the two highest rating categories by both Moody's and S&P;
- (E) obligations of any state of the United States or political subdivision thereof or constituted authority thereof the interest on which is exempt from federal income taxation under Section 103 of the Code and rated in one of the two highest rating categories by both Moody's and S&P;
- (F) both (i) shares of a diversified open-end management investment company (as defined in the Investment Company Act of 1940) or a regulated investment company (as defined in Section 851(a) of the Code) that is a money market fund that is rated in one of the two highest rating categories for such funds by Moody's or S&P, and (ii) shares of money market mutual funds that invest only in Government Obligations and repurchase agreements secured by such obligations, which funds are rated in one of the two highest rating categories for such funds by Moody's or S&P;

(G) bonds, notes and other debt obligations of any corporation organized under the laws of the United States, any state or organized territory of the United States or the District of Columbia, if such obligations are rated in one of the three highest ratings by both Moody's and S&P or in one of the two highest rating categories by either S&P or Moody's;

(H) the Local Government Surplus Funds Trust Fund as described in Florida Statutes, Section 218.405 or the corresponding provisions of subsequent laws provided that such fund is rated at least "AA" by S&P (without regard to gradation) or at least "Aa" by Moody's (without regard to gradation); and

(I) repurchase agreements, which will be collateralized by the provider at the onset of the repurchase agreement with collateral having an initial value of at least 103% of the total principal being invested, as determined in a manner satisfactory to the District, with a domestic or foreign bank or corporation (other than life or property casualty insurance company) the long-term debt of which, or, in the case of a financial guaranty insurance company, claims paying ability, of the guarantor is rated at least "AA" by S&P and "Aa" by Moody's, provided that the repurchase agreement shall provide that if during its term the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3," respectively, the provider shall immediately notify the District and the Trustee, and the provider shall at its option, within ten days of receipt of publication of such downgrade, either (i) maintain collateral at levels, sufficient to maintain an "AA" rated investment from S&P and an "Aa" rated investment from Moody's, or (ii) repurchase all collateral and terminate the repurchase agreement. Further, if the provider's rating by either S&P or Moody's falls below "A-" or "A3," respectively, the provider shall immediately notify the District and the Trustee and, within ten (10) calendar days of direction from the District, either (i) maintain collateral at levels sufficient to maintain an "AA" rated investment from S&P and an "Aa" rated investment from Moody's, or (ii) repurchase all collateral and terminate the repurchase agreement without penalty. In the event the repurchase agreement provider has not satisfied the above conditions within ten (10) days of the date such conditions apply, then the repurchase agreement shall provide that the Trustee shall be entitled to, and in such event, the Trustee shall withdraw the entire amount invested plus accrued interest within two (2) Business Days thereafter. Any repurchase agreement entered into pursuant to the Indenture shall contain the following additional provisions:

(i) Failure to maintain the requisite collateral percentage will require the District or the Trustee to liquidate the collateral as provided above;

(ii) The Holder of the Collateral, as hereinafter defined, shall have possession of the collateral or the collateral shall have been transferred to the Holder of the Collateral, in accordance with applicable state and federal laws (other than by means of entries on the transferor's books);

(iii) The repurchase agreement shall state and an opinion of counsel in form and in substance satisfactory to the District and the Trustee shall be rendered that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

(iv) The repurchase agreement shall be a "repurchase agreement" as defined in the United States Bankruptcy Code and, if the provider is a domestic bank, a "qualified financial contract" as defined in the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA") and such bank is subject to FIRREA;

(v) The repurchase transaction shall be in the form of a written agreement, and such agreement shall require the provider to give written notice to the District and the Trustee of any change in its long-term debt rating;

(vi) The District or its designee shall represent that it has no knowledge of any fraud involved in the repurchase transaction;

(vii) The District and the Trustee shall receive the opinion of counsel (which opinion shall be addressed to the District, the Trustee and the Owner and shall be in form and substance satisfactory to the District and the Owner) that such repurchase agreement complies with the terms of this section and is legal, valid, binding and enforceable upon the provider in accordance with its terms;

(viii) The term of the repurchase agreement shall be no longer than one year;

(ix) The interest with respect to the repurchase transaction shall be payable no less frequently than monthly;

(x) The repurchase agreement shall provide that the Trustee may withdraw funds without penalty at any time, or from time to time, for any purpose permitted or required under this Indenture;

(xi) Any repurchase agreement shall provide that a perfected security interest in such investments is created for the benefit of the Owner under the Uniform Commercial Code of Florida, or book-entry procedures prescribed at 31 C.F.R. 306.1 et seq. or 31 C.F.R. 350.0 et seq. are created for the benefit of the Owner; and

(xii) The collateral delivered or transferred to the District, the Trustee, or a third-party acceptable to the Owner, and acting solely as agent for, the Trustee (the "Holder of the Collateral") shall be delivered and transferred in compliance with applicable state and federal laws (other than by means of entries on provider's books) free and clear of any third-party liens or claims pursuant to a custodial agreement subject to the prior written approval of the Owner and the Trustee. The custodial agreement shall provide that the Trustee must have disposition or control over the collateral of the repurchase agreement, irrespective of an event of default by the provider of such repurchase agreement.

If any such Series 2022 Investment Obligations are held by a third-party, they shall be held as agent for the benefit of the Trustee as fiduciary for the Owner and not as agent for the bank serving as Trustee in its commercial capacity or any other party and shall be segregated from securities owned generally by such third party or bank.

Under all circumstances, the Trustee shall be entitled to conclusively rely that any investment directed in writing from any Authorized Officer of the District is permitted under the Indenture.

"Series 2022 Prepayment Principal" shall mean the excess amount of Series 2012 Assessment Principal received by the District over the Series 2012 Assessment Principal then due, but shall not include Delinquent Series 2012 Assessment Principal. Series 2022 Prepayment Principal shall not include the proceeds of any refunding bonds.

"Series 2022 Trust Estate" shall have the meaning set forth in the recitals herein.

"Taxable Rate" shall mean 3.56% per annum. Written notice of the Taxable Rate shall be given to the Trustee by the Owner, and the District agrees that the Trustee may conclusively rely on such notice.

"Tax-Exempt Rate" shall mean [____]% per annum.

ARTICLE II

AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2022 BOND

Section 201. Authorization of Series 2022 Bond.

(a) The Series 2022 Bond is hereby authorized to be issued in the aggregate principal amount of [\$53,650,000], for the purposes enumerated in the recitals hereto and as further described herein. The Series 2022 Bond shall be substantially in the form set forth as **Exhibit A** to this Third Supplemental Indenture.

(b) The Series 2022 Bond shall be initially issued in the form of a single certificated fully registered Series 2022 Bond. Upon initial issuance, the ownership of the Series 2022 Bond shall be registered in the registration books kept by the Bond Registrar in the name of Citizens First Bank, as the initial Owner of the Series 2022 Bond. The provisions of the Master Indenture with respect to the registration, transfer and exchange of Bonds shall apply, except as modified in this Third Supplemental Indenture and in the form of the Series 2022 Bond attached hereto as Exhibit A.

Section 202. Terms of the Series 2022 Bond. The Series 2022 Bond shall be issued as a single Term Bond in the principal amount of [Fifty-Three Million Six Hundred Fifty Thousand Dollars (\$53,650,000)] and shall bear interest at the Tax-Exempt Rate, subject to adjustment as hereinafter provided, and shall mature on [May 1, 2043].

Section 203. Dating; Interest Accrual.

(a) The Series 2022 Bond shall be dated the date of the initial issuance and delivery of the Series 2022 Bond hereunder. The Series 2022 Bond shall also bear its date of authentication. The Series 2022 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such Series 2022 Bond has been paid, in which event the Series 2022 Bond shall bear interest from its date of authentication;

or (ii) is prior to the first Interest Payment Date for the Series 2022 Bond, in which event the Series 2022 Bond shall bear interest from its date. Interest on the Series 2022 Bond shall be due and payable on each May 1 and November 1, commencing November 1, 2022, and shall be computed on the basis of a 360-day year of twelve 30-day months.

(b) In the event of a Determination of Taxability, the Series 2022 Bond shall bear interest at the Taxable Rate from the effective date of the Determination of Taxability. The District hereby covenants that, on each date it certifies the Series 2012 Assessments for collection following the effective date of the Determination of Taxability, it will certify the Series 2012 Assessments for collection in an amount that will provide sufficient Series 2022 Pledged Revenues to pay, in addition to the current year's debt service, the difference between the Tax-Exempt Rate and the Taxable Rate from the effective date of the Determination of Taxability to the immediately succeeding November 1 (the "Tax Rate Differential"); provided, however, that such levy will not cause the interest component of the Series 2012 Assessments to exceed [____]% (the "Maximum Rate"). In the event there is a Determination of Taxability, and the District is unable to certify for collection the full amount of the Tax Rate Differential during the remaining term of the Series 2022 Bond without exceeding the Maximum Rate, the District will have no other obligation to levy and recover the portion of Taxable Rate Differential exceeding the Maximum Rate. If the amount of the Series 2012 Assessments certified for collection by the District in such year is insufficient to pay the Taxable Rate Differential, then such insufficiency, in and of itself, shall not be an Event of Default so long as the interest component of the Series 2012 Assessments is at least the Maximum Rate.

In the event that interest on the Series 2022 Bond during any period becomes partially taxable as a result of a Determination of Taxability applicable to less than all of the Series 2022 Bond, then the interest rate on the Series 2022 Bond shall be increased during such period by an amount equal to: $(A-B) \times C$ where:

- (i) "A" equals the Taxable Rate (expressed as a percentage);
- (ii) "B" equals the interest rate on the Series 2022 Bond absent such Determination of Taxability (expressed as a percentage); and
- (iii) "C" equals the portion of the Series 2022 Bond the interest on which has become taxable as the result of such Determination of Taxability (expressed as a decimal).

(c) Absent written notice from the Owner to the contrary, the Trustee is entitled to assume that the Series 2022 Bond bears interest at the Tax-Exempt Rate.

Section 204. Denomination. The Series 2022 Bond shall be issued in the Authorized Denomination.

Section 205. Paying Agent. The District appoints the Trustee as Paying Agent for the Series 2022 Bond.

Section 206. Bond Registrar. The District appoints the Trustee as Bond Registrar for the Series 2022 Bond.

Section 207. Conditions Precedent to Issuance of Series 2022 Bond. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2022 Bond, the Series 2022 Bond shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of:

- (a) Certified copies of the Assessment Proceedings; and
- (b) An executed original of this Third Supplemental Indenture; and
- (c) Opinions of Bond Counsel addressed to the District and the Bank, together with letters addressed to the Trustee stating that the Trustee may rely on such opinions, substantially to the effect that: (i) this Third Supplemental Indenture has been duly authorized and executed by the District and constitutes a valid and binding obligation of the District; (ii) the Series 2022 Bond has been duly authorized, executed and delivered by the District and is a valid and binding special obligation of the District, payable solely from the sources provided therefor in the Indenture; (iii) the interest on the Series 2022 Bond is excludable from gross income for federal income tax purposes; (iv) the Series 2022 Bond and the interest paid thereon are exempt from all taxes imposed by the State of Florida except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes on corporations and other entities, as defined therein; and (v) the Refunded Bonds have been legally defeased in accordance with the Master Indenture; and
- (d) An opinion of Counsel to the District addressed to the District, the Bank and the Trustee substantially to the effect that (i) the District has been duly established and validly exists as a community development district under the Act, (ii) the District has good right and lawful authority under the Act to undertake refunding of the Series 2012 Bonds, (iii) all proceedings undertaken by the District with respect to the Series 2012 Assessments have been in accordance with Florida law, (iv) the District has taken all action necessary to levy and impose the Series 2012 Assessments, (v) the Series 2012 Assessments are legal, valid and binding liens upon the property against which such Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid and (vi) to the best of their knowledge, with investigation, there is no action, suit or proceeding at law or in equity by or before any court or public board or body pending or threatened against the District (or any basis therefor) (a) seeking to restrain or enjoin the issuance or delivery of the Series 2022 Bond or the application of the proceeds thereof; (b) contesting or affecting the authority for the Series 2012 Assessments or the issuance of the Series 2022 Bond or the validity or enforceability of the Series 2022 Bond, the Indenture or the transactions contemplated thereunder, or (c) contesting or affecting the establishment or existence, of the District, its Board or any of its Supervisors, officers or employees, property or conditions, financial or otherwise, or contesting or affecting any of the powers of the District, including its power to enter into the agreements described above, or its power to determine, assess, levy and collect Series 2012 Assessments and its power to refund the Refunded Bonds; and
- (e) A certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2022 Bond, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this Third Supplemental Indenture.

Payment to the Trustee of the net proceeds from the issuance of the Series 2022 Bond shall be conclusive evidence that the foregoing conditions have been met to the satisfaction of the District and the Bank.

ARTICLE III REDEMPTION OF SERIES 2022 BOND

Section 301. Series 2022 Bond Subject to Redemption and Purchase. The Series 2022 Bond is subject to redemption prior to maturity as provided in the form thereof set forth as **Exhibit A** to this Third Supplemental Indenture. The Series 2022 Bond may be purchased as provided in Section 506(ii) of the Master Indenture.

ARTICLE IV DEPOSIT OF SERIES 2022 BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF FUNDS, ACCOUNTS, AND SUBACCOUNTS AND OPERATION THEREOF

Section 401. Establishment of Funds, Accounts, and Subaccounts.

(a) There is hereby established within the Acquisition and Construction Fund held by the Trustee a Series 2022 Costs of Issuance Account; and

(b) There are hereby established within the Debt Service Fund held by the Trustee: (i) a Series 2022 Sinking Fund Account, (ii) a Series 2022 Interest Account, and (iii) a Series 2022 Redemption Account and therein a Series 2022 Prepayment Subaccount; and

(c) There is hereby established within the Revenue Fund held by the Trustee a Series 2022 Revenue Account; and

(d) There shall be hereby established within the Rebate Fund to be held by the Trustee a Series 2022 Rebate Account.

(e) There is no Series Reserve Account Requirement for the Series 2022 Bond and therefore no Series Reserve Account is established herein.

Section 402. Use of Series 2022 Bond Proceeds and District Moneys. Following the Trustee's receipt of the items set forth in Section 207 hereof, the amount of \$_____ (representing the face amount of Series 2022 Bond, together with \$_____ of legally available District funds being transferred from the Series 2012 Principal Account, within the Debt Service Fund, \$_____ of legally available District funds being transferred from the Series 2012 Interest Account within the Debt Service Fund, \$_____ of legally available District funds being transferred from the Series 2012 Prepayment Account of the Series 2012 Redemption Account within the Debt Service Fund, \$_____ of legally available District funds being transferred from the Series 2012 Reserve Account established within the Reserve Fund and \$_____ of legally available District funds being transferred from the Series 2012 Revenue Account established within the Revenue Fund, and collectively referred to herein as the "District Moneys"), shall be delivered to the Trustee by the District and be applied as follows:

(a) \$_____, representing \$_____ of the District Moneys and \$_____ of net proceeds from the Series 2022 Bond, shall be deposited on the date of delivery of the Series 2022 Bond in the 2012 Redemption Account held by the Trustee with respect to the Refunded Bonds and applied in accordance with the terms of the Series 2012 Indenture to the redemption of the Refunded Bonds;

(b) \$_____, representing the remaining funds being transferred from the 2012 Reserve Account, shall be paid to The Villages of Lake-Sumter, Inc. and applied to Deferred Costs obligations pursuant to the Series 2012 Indenture; and

(c) \$_____, representing the remaining portion of the net proceeds of the Series 2022 Bond, shall be deposited to the credit of the Series 2022 Costs of Issuance Account and applied to pay costs of issuance for the Series 2022 Bond.

Any remaining amounts on deposit in the Funds and Accounts established under the Series 2012 Indenture with respect to the Series 2012 Bonds shall be deposited to the Series 2022 Revenue Account established hereunder and distributed in accordance with the written directions of the District provided hereunder.

Section 403. Series 2022 Costs of Issuance Account. Amounts in the Series 2022 Costs of Issuance Account shall, at the written direction of an Authorized Officer to the Trustee, be used to pay the costs of issuance relating to the Series 2022 Bond. At the written direction of an Authorized Officer or, if no written direction has then been provided to the Trustee on the date that is one hundred and eighty (180) days from the date of initial delivery of the Series 2022 Bond, any amounts deposited in the Series 2022 Costs of Issuance Account (including investment earnings thereon) which have not been requisitioned to pay such costs shall be deposited to the Series 2022 Revenue Account and used for the purposes permitted therefor, and the Series 2022 Costs of Issuance Account shall be closed.

Section 404. Application of Prepayment Principal. All Series 2022 Prepayment Principal shall, upon receipt by the Trustee, be deposited to the Series 2022 Prepayment Subaccount of the Series 2022 Redemption Account. At the time the District deposits Series 2022 Prepayment Principal with the Trustee, it shall notify the Trustee in writing as to the amount of such Prepayment Principal. Amounts on deposit in the Series 2022 Prepayment Subaccount shall be applied to the extraordinary mandatory redemption of the Series 2022 Bond as provided for therein and herein.

Section 405. Tax Covenants and Rebate Account. The District shall comply with the Tax Regulatory Covenants (including deposits to and payments from the Series 2022 Rebate Account) included as part of the closing transcript for the Series 2022 Bond, as amended and supplemented from time to time in accordance with their terms. Amounts in the Series 2022 Rebate Account shall be invested only in Government Obligations.

Section 406. Establishment of Series 2022 Revenue Account in Revenue Fund; Application of Revenues and Investment Earnings.

(a) The Trustee shall, except as provided below or otherwise provided herein, deposit to the Series 2022 Revenue Account the Series 2022 Pledged Revenues and any other amounts

or payments specifically designated by the District to be deposited therein pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2022 Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee. Amounts on deposit in the Series 2022 Revenue Account, the Series 2022 Interest Account, and the Series 2022 Sinking Fund Account shall be used as provided herein.

(b) Immediately upon receipt, the District shall deposit Series 2012 Assessments, including the interest thereon, with the Trustee together with a written accounting setting forth the amounts of such Series 2012 Assessments in the following categories which shall be deposited by the Trustee into the Funds and Accounts established hereunder as follows:

(i) Series 2012 Assessment Interest, which shall be deposited into the Series 2022 Interest Account;

(ii) Series 2012 Assessment Principal, which shall be deposited into the Series 2022 Sinking Fund Account;

(iii) Series 2022 Prepayment Principal, which shall be deposited into the Series 2022 Prepayment Subaccount in the Series 2022 Redemption Account;

(iv) Delinquent Series 2012 Assessment Principal, which shall be deposited into the Series 2022 Sinking Fund Account;

(v) Delinquent Series 2012 Assessment Interest, which shall be deposited into the Series 2022 Interest Account; and

(vi) All other amounts, which shall be deposited in the Series 2022 Revenue Account, unless otherwise directed by the District.

(c) On each March 15 and September 15 (or if such March 15 or September 15 is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2022 Prepayment Subaccount of the Series 2022 Redemption Account, and, if the balance therein is greater than zero, shall transfer, but only after determining that following such transfer sufficient moneys will remain in the Series 2022 Revenue Account to meet the obligations in (d) below on the immediately following May 1 or November 1, as applicable, from the Series 2022 Revenue Account, for deposit into the Series 2022 Prepayment Subaccount, an amount sufficient to increase the amount on deposit therein to the next integral multiple of \$1,000, and shall thereupon give notice and cause the extraordinary mandatory redemption of Series 2022 Bond on the next succeeding Interest Payment Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2022 Prepayment Subaccount in accordance with the provisions for extraordinary redemption of Series 2022 Bond as set forth therein.

(d) On each May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such date), the Trustee shall transfer from amounts on deposit in the Series 2022 Revenue Account to the Funds and Accounts designated below, the following amounts in the following order of priority and apply such amounts as provided below:

FIRST, to the Series 2022 Interest Account of the Debt Service Fund, an amount equal to the amount of interest payable on the Series 2022 Bond then Outstanding on such May 1 or November 1, less any amount already on deposit in the Series 2022 Interest Account;

SECOND, on each May 1, to the Series 2022 Sinking Fund Account an amount equal to the Amortization Installment of the Series 2022 Bond due on such May 1, less any amount already on deposit in such Sinking Fund Account not previously credited; and

THIRD, the balance shall be retained in the Series 2022 Revenue Account.

(e) On any date required by the Tax Regulatory Covenants, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the Series 2022 Revenue Account to the Series 2022 Rebate Account established for the Series 2022 Bond in the Rebate Fund in accordance with the Tax Regulatory Covenants, the amount due and owing to the United States, which amount shall be paid to the United States when due, in accordance with such Tax Regulatory Covenants. To the extent insufficient moneys are on deposit in the Series 2022 Revenue Account to make the transfer provided for in the immediately preceding sentence, the District shall deposit with the Trustee from available moneys of the District the amount of any such insufficiency.

(f) Anything herein or in the Master Indenture to the contrary notwithstanding, amounts in all of the Funds and Accounts held as security for the Series 2022 Bond shall be invested only in Series 2022 Investment Obligations. Earnings on investments in the Series 2022 Revenue Account, the Series 2022 Costs of Issuance Account, the Series 2022 Interest Account, the Series 2022 Sinking Fund Account, and the Series 2022 Prepayment Subaccount of the Series 2022 Redemption Account shall be deposited, as realized, to the credit of the Series 2022 Revenue Account and used for the purpose of such Account.

ARTICLE V CONCERNING THE TRUSTEE

Section 501. Acceptance by Trustee. The Trustee accepts the trusts declared and provided in this Third Supplemental Indenture and agrees to perform such trusts upon the terms and conditions set forth in the Master Indenture as modified by this Third Supplemental Indenture and subject to the rights and remedies set forth in Articles VI, VII and IX of the Master Indenture.

Section 502. Limitation of Trustee's Responsibility. The Trustee shall not be responsible in any manner for the due execution of this Third Supplemental Indenture by the District or for the recitals contained herein, all of which are made solely by the District.

Section 503. Trustee's Duties. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlements inuring to the Trustee under the Master Indenture, including, particularly, Article VI thereof, all of which shall apply to the actions of the Trustee under this Third Supplemental Indenture.

Section 504. Brokerage Confirmations. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the

District the right to receive individual confirmations of security sanctions at no additional cost, as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

Section 505. Patriot Act Requirements of Trustee. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

ARTICLE VI MISCELLANEOUS

Section 601. Confirmation of Master Indenture. As supplemented by this Third Supplemental Indenture, the Master Indenture is in all respect ratified and confirmed, and this Third Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to this Third Supplemental Indenture and to the Series 2022 Bond issued hereunder. To the extent of any conflicts between the terms and provisions of the Master Indenture and this Third Supplemental Indenture the terms and provisions hereof shall control.

Section 602. Collection of Series 2012 Assessments. The Series 2012 Assessments shall be collected by the District through the uniform method for the levy, collection and enforcement afforded by Sections 197.3632 and 197.3635, Florida Statutes (the "Uniform Method"). Such covenant does not preclude the District from using any other available method. In addition to, and not in limitation of, the covenants contained elsewhere in this Third Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the Assessment Proceedings, as the same may be amended from time to time, and to levy the Series 2012 Assessments as set forth therein, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2022 Bond, when due.

Section 603. Limitation on Additional Debt. Other than Bonds issued to refund the Outstanding Series 2022 Bond, the District shall not issue or incur any debt payable in whole or in part from the Series 2022 Trust Estate. Nothing herein shall preclude the District from imposing additional Assessments on lands subject to the Series 2012 Assessments.

Section 604. No Rights Conferred on Others. Nothing herein contained shall confer any right on any party other than the parties hereto and the Owner of the Series 2022 Bond.

Section 605. Financial Reporting. For so long as the Series 2022 Bond remains Outstanding, the District shall provide the Owner: (i) a copy of its audited financial statements for each fiscal year, no later than two hundred seventy (270) days following the end of such

fiscal year and (ii) a copy of its annual budget within thirty (30) business days following its adoption by the Board. The financial information described herein shall be provided by the District to the address set forth, or to such other address or by such other means as the Owner may hereafter designate in writing to the District:

Citizens First Bank
P.O. Box 1927
The Villages, Florida 32158

Failure to provide the financial statements and reports as provided in the preceding paragraph, within three (3) Business Days' written notice from the Owner to the District, the District Manager and District Counsel, with a copy to the Trustee, shall constitute a "Financial Covenant Reporting Failure." Upon the occurrence of a Financial Covenant Reporting Failure, the Owner may enforce the provisions of this Section 605 by action in mandamus or for specific performance, to compel performance of the District's financial reporting obligation under this Section 605; provided, however, that a Financial Covenant Reporting Failure under this Section 605 shall not constitute an Event of Default under the Indenture.

Section 606. Late Fee. The Owner shall be entitled to collect from the District a late fee of five percent (5.00%) of any payment not received by the Owner within thirty (30) days after such payment is due. The Owner shall provide written notice to the Trustee of the incurrence of a late fee. This amount is treated as a fee and not as additional interest on the Series 2022 Bond.

Section 607. Expenses of the Bank. Upon an Event of Default, the Owner may recover from the Series 2022 Trust Estate all expenses incurred, including, without limitation, reasonable attorney's fees, at all levels of the proceedings, whether incurred in connection with collection, bankruptcy, trial, appellate or otherwise; provided, however, that such expenses shall be payable after payment of any then due fees and expenses of the Trustee pursuant to Section 604 of the Master Indenture. The Trustee is authorized to make payment of such amounts upon written request therefor from the District. The Owner shall provide written notice to the Trustee of the incurrence and the amount of such expenses.

Section 608. Notices. Any notice, demand, direction, request or other instrument authorized or required by the Indenture to be given to or filed with the District or the Trustee shall be deemed to have been sufficiently given or filed for all purposes of this Indenture if and when personally delivered and receipted for, or if mailed by first class mail, addressed as follows:

(a) As to the District:

Village Community Development District No. 10
c/o District Manager
984 Old Mill Run
The Villages, Florida 32162

(b) As to the Trustee:

U.S. Bank Trust Company, National Association
225 E. Robinson Street, Suite 250
Orlando, Florida 32801
Attn: Global Corporate Trust Services

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IN WITNESS WHEREOF, Village Community Development District No. 10 has caused these presents to be signed in its name and on its behalf by its Chairman, and its official seal to be hereunto affixed and attested by its Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and on its behalf by its duly authorized officer.

**VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 10**

[SEAL]

ATTEST:

Chairman, Board of Supervisors

Secretary

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee**

By: _____
Vice President

EXHIBIT "A"

FORM OF THE SERIES 2022 BOND

\$53,650,000

**UNITED STATES OF AMERICA
STATE OF FLORIDA
SUMTER COUNTY, FLORIDA
VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 10
SPECIAL ASSESSMENT REVENUE REFUNDING BOND, SERIES 2022**

Interest	Maturity	Dated
<u>Rate</u>	<u>Date</u>	<u>Date</u>
As set forth herein	May 1, 2043	May [2], 2022

REGISTERED OWNER: CITIZENS FIRST BANK

**PRINCIPAL AMOUNT: FIFTY-THREE MILLION SIX HUNDRED FIFTY
THOUSAND AND NO/100 DOLLARS**

VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 10, a community development district duly created and existing pursuant to Chapter 190, Florida Statutes (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the Registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Series 2022 Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture mentioned hereinafter) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or if no interest has been paid, from the Dated Date shown above, on May 1 and November 1 of each year (each, an Interest Payment Date), commencing on November 1, 2022, until payment of said principal sum has been made or provided for, at the Interest Rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the Registered Owner hereof at the close of business on the regular record date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date, or if such day is not a Business Day on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (i) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price shall be made by the Paying Agent (hereinafter defined) to such person, who, on a special record date which is

fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the Registered Owner of this Bond. Any payment of principal, or Redemption Price shall be made only upon presentation hereof at the designated office of U.S. Bank Trust Company, National Association, located in Orlando, Florida, or any alternate or successor paying agent (collectively, "the Paying Agent"), provided, however, that no presentation shall be required as long as the Bank (as defined in the hereinafter defined Supplemental Indenture) is the Owner of the Bond. Payment of interest shall be made by check or draft or by wire transfer to the Registered Owner set forth above if such owner requests payment by wire transfer in writing on or prior to the regular record date for the respective interest payment to such account as shall be specified in such request. Interest on this Bond will be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is the duly authorized issue of bonds of the District designated Special Assessment Revenue Refunding Bond, Series 2022 (the "Series 2022 Bond") issuable under and governed by the terms of a Master Trust Indenture, dated as of April 1, 2004 (the "Master Indenture"), between the District and U.S. Bank Trust Company, National Association, as ultimate successor to First Union National Bank, as trustee (the "Trustee"), as supplemented by a Third Supplemental Trust Indenture, dated as of May 1, 2022 (the "Supplemental Indenture"), between the District and the Trustee (the Master Indenture as supplemented by the Supplemental Indenture is hereafter referred to as the "Indenture"). The Series 2022 Bond is issued in the principal amount of [\$53,650,000], for the purposes of (i) refunding a portion of the District's Outstanding Special Assessment Revenue Bonds, Series 2012 and (ii) paying certain costs associated with the issuance of the Series 2022 Bond.

NEITHER THIS SERIES 2022 BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS SERIES 2022 BOND AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2022 BOND. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE AND THE SERIES 2022 BOND SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2022 TRUST ESTATE, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

This Series 2022 Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, as amended, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the designated office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the

Series 2022 Bond, the nature and extent of the security created thereby, the covenants of the District with respect to the levy and collection of Series 2012 Assessments (as defined in the Indenture), the terms and conditions under which the Series 2022 Bond is or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Registered Owner of the Series 2022 Bond. By acceptance of this Series 2022 Bond, the Registered Owner hereof assents to all of the provisions of the Indenture. Terms not otherwise defined herein shall have the meaning ascribed to them in the Indenture. The Series 2022 Bond is secured by the Series 2022 Trust Estate.

The Series 2022 Bond is issuable only as a registered bond without coupons in current interest form in the Authorized Denomination set forth in the Indenture. This Series 2022 Bond is transferable by the Registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Orlando, Florida, as Bond Registrar (the "Bond Registrar"), upon surrender of this Series 2022 Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe and subject to all applicable laws regarding such transfer, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer, a new Series 2022 Bond, in the same aggregate principal amount and of the same series as the Series 2022 Bond transferred, will be issued to the transferee. The Series 2022 Bond may be exchanged for an equal aggregate principal amount of Series 2022 Bond, in the Authorized Denomination and bearing interest at the same rate, at the corporate trust office of the Bond Registrar in the manner and subject to the limitations and conditions provided in the Indenture and without cost, except for any tax or other governmental charge.

Interest Rate. Upon issuance, and at any time other than following a Determination of Taxability (as defined in the Supplemental Indenture), the Series 2022 Bond shall bear interest at the Tax-Exempt Rate. Upon a Determination of Taxability, the Interest Rate shall be subject to adjustment to the Taxable Rate pursuant to Section 203(b) of the Supplemental Indenture.

Redemption. The Series 2022 Bond is subject to redemption prior to maturity in the amounts, at the times and in the manner provided below. All payments of the Redemption Price of the Series 2022 Bond shall be made on the dates specified below.

Optional Redemption

The Series 2022 Bond is subject to redemption at the option of the District prior to maturity in whole or in part at any time on or after May 1, 2029, at the Redemption Price of 100% of the principal amount of the Series 2022 Bond to be redeemed together with accrued interest to the redemption date.

Mandatory Redemption

The Series 2022 Bond is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the Series 2022 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium,

plus accrued interest to the redemption date, on May 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u>	<u>Year</u>	<u>Amortization Installment</u>
2023		2034	
2024		2035	
2025		2036	
2026		2037	
2027		2038	
2028		2039	
2029		2040	
2030		2041	
2031		2042	
2032		2043*	
2033			

*Maturity

Upon redemption or purchase of a portion of the Series 2022 Bond (other than redemption in accordance with scheduled Amortization Installments), the District shall cause to be recalculated and delivered to the Trustee a revised schedule of Amortization Installments recalculated so that Debt Service on the Series 2022 Bond is amortized in substantially equal annual installments of principal and interest (subject to rounding to \$1,000 integral amounts of principal, except for the final installment) over the remaining term of the Series 2022 Bond. Such revised schedule of Amortization Installments shall not result in an increase in the Amortization Installments in any year. In the event of a redemption or purchase occurring less than forty-five (45) days prior to a date on which an Amortization Installment is due, the foregoing recalculation shall not be made to the Amortization Installment due in the year in which such redemption or purchase occurs, but shall be made to the Amortization Installments for the immediately succeeding and subsequent years.

Extraordinary Mandatory Redemption

The Series 2022 Bond is subject to extraordinary mandatory redemption prior to scheduled maturity, (i) in whole on any date or in part on any Interest Payment Date, at the Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, if and to the extent that moneys are transferred to the Series 2022 Prepayment Subaccount of the Series 2022 Redemption Account following the Prepayment of Series 2012 Assessments, and (ii) on the date on which the amounts on deposit in the Series 2022 Funds and Accounts are sufficient to pay and redeem the entire Series 2022 Bond then Outstanding, including accrued interest thereon.

Notice

Notice of each redemption of the Series 2022 Bond is required to be mailed by the Bond Registrar, postage prepaid, not less than ten (10) days nor more than thirty (30) days prior to the

redemption date, to the Registered Owner of the Series 2022 Bond to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2022 Bond or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of the Series 2022 Bond or such portions thereof on such date, interest on the Series 2022 Bond or such portions thereof so called for redemption shall cease to accrue, the Series 2022 Bond or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of the Series 2022 Bond or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. If at the time of mailing of a notice of redemption or purchase of Series 2022 Bond, the District shall not have deposited with the Trustee or Paying Agent monies sufficient to redeem or purchase the Series 2022 Bond or portions thereof called for redemption or purchase, such notice shall state that it is subject to the deposit of such moneys with the Trustee or Paying Agent, as the case may be, not later than the opening of business on the redemption or purchase date, and such notice shall be of no effect unless such moneys are so deposited.

The Owner of this Series 2022 Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

Modifications of alterations of the Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Indenture.

Any moneys held by the Trustee or Paying Agent in trust for the payment and discharge of the Series 2022 Bond or any portion thereof which remain unclaimed for two (2) years after the date when the Series 2022 Bond or such portion thereof has become due and payable, either at its stated maturity date or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when the Series 2022 Bond or such portion thereof became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Trustee or Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee funds or Federal Securities (as defined in the Indenture) sufficient to pay the principal or Redemption Price of the Series 2022 Bond or portion thereof becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of the Series 2022 Bond or such portion thereof as to the Series 2022 Trust Estate shall be discharged, except for the rights of the Owner thereof with respect to the funds so deposited as provided in the Indenture.

This Series 2022 Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida; however, the Series 2022 Bond may only be transferred as provided

in the Indenture. This Series 2022 Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Series 2022 Bond and the execution of the Indenture, have happened, exist and have been performed as so required. This Series 2022 Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

IN WITNESS WHEREOF, Village Community Development District No. 10 has caused this Series 2022 Bond to bear the signature of the Chairman of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of a Secretary to the Board of Supervisors.

**VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 10**

[SEAL]

Chairman, Board of Supervisors

ATTEST:

Secretary

CERTIFICATE OF AUTHENTICATION

This Bond is the Series 2022 Bond designated herein, described in the within-mentioned Indenture.

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Registrar**

By: _____
Vice President

Date of Authentication:

CERTIFICATE OF VALIDATION

This Series 2022 Bond refunds a Series of Bonds which were validated by a judgment of the Circuit Court of the Fifth Judicial Circuit in and for Sumter County, Florida, rendered on September 6, 2012.

VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 10

Chairman, Board of Supervisors

[FORM OF ABBREVIATIONS FOR SERIES 2022 BOND]

The following abbreviations, when used in the inscription on the face of the within Series 2022 Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM as tenants in common

TEN ENT as tenant by the entireties

JT TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANS MIN ACT - _____ Custodian _____ under Uniform
Transfers to Minors Act _____ (State)

Additional abbreviations may also be used
though not in the above list.

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Series 2022 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the said Series 2022 Bond on the books of the District, with full power of substitution in the premises.

Date: _____
Social Security Number of Employer _____
Identification Number of Transferee: _____
Signature guaranteed: _____

NOTICE: The assignor's signature to this Assignment must correspond with the name as it appears on the face of the within Series 2022 Bond in every particular without alteration or any change whatever.

By: _____
Authorized Signatory



AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 10

FROM: Mark LaRock, Purchasing Director; Candice Harris, Buyer

DATE: 3/17/2022

SUBJECT: Award of Request for Proposal (RFP) # 22P-005 Pressure and Soft Washing Services

ISSUE:

Review and approval of award of Request for Proposals (RFP) #22P-005 Pressure and Soft Washing Services to Kelly Ratliff Pressure Cleaning, Inc.

ANALYSIS/INFORMATION:

On December 8, 2021, staff issued RFP #22P-005 Pressure and Soft Washing Services. The work includes pressure and soft washing services for various properties located within the District. Eight (8) suppliers attended the Mandatory Pre-Proposal Conference; four (4) submitted proposals for the RFP; one (1) proposal was rejected as non-responsive. The remaining three (3) submitted proposals were determined to be responsive and were presented to the Selection Committee members for review.

The Selection Committee met on February 3, 2022 to score and rank the respondents according to the criteria set forth in the RFP. When evaluating proposals, the Selection Committee considers the contractors' experience, qualifications, machinery, technical capabilities including references, managerial and personnel capabilities, cost and the thoroughness of their proposals. Below are the Selection Committee scores for all respondents based on the evaluation of these criteria:

Rank	Supplier	Selection Committee Score (out of 500)
1	Kelly Ratliff Pressure Cleaning, Inc.	476
2	Brevard Commercial Cleaning, dba Beacon Cleaning	292
3	Applied Pressure Exterior Cleaning, LLC	209

Based on the evaluation scores and rankings, staff is requesting that #1 ranked Kelly Ratliff Pressure Cleaning, Inc. be awarded RFP #22P-005 Pressure and Soft Washing Services for Village Community

Development District No. 10 properties/areas, utilizing the pricing submitted as stated in Exhibit A. If approved, the term of this Agreement for Services will be April 1, 2022 through September 30, 2024 with the option to renew for one additional two (2) year period and prices will remain firm and fixed for the initial term.

BUDGET IMPACT:

Approval of this contract provides unit pricing for any Pressure and Soft Washing Services for the duration of this contract. The FY 21/22 Budget includes \$14,565.00 for the remaining six (6) months of Pressure and Soft Washing Services.

STAFF RECOMMENDATION:

Staff is requesting approval of award of RFP #22P-005 Pressure and Soft Washing Services to the #1 ranked supplier, Kelly Ratliff Pressure Cleaning, Inc. on a scheduled and as needed basis utilizing the pricing reflected in Exhibit A.

MOTION:

Motion to approve a request of award of RFP #22P-005 Pressure and Soft Washing Services to the #1 ranked supplier, Kelly Ratliff Pressure Cleaning, Inc. utilizing the pricing reflected in Exhibit A and authorize the Chair/Vice Chair to execute the Agreement.

ATTACHMENTS:

Description	Type
❑ District 10 Agreement and Exhibit A	Exhibit
❑ Individual Criteria Scores and Rankings	Backup Material
❑ Evaluation Worksheet	Backup Material

**AGREEMENT FOR SERVICES BETWEEN VILLAGE COMMUNITY DEVELOPMENT
DISTRICT NO. 10 AND KELLY RATLIFF PRESSURE CLEANING, INC.
FOR PRESSURE AND SOFT WASHING SERVICES
RFP #22P-005**

THIS AGREEMENT is made this 17TH day of March 2022, by and between **VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 10** (hereafter referred to as "DISTRICT"), whose address is 984 Old Mill Run, The Villages, Florida 32162, and **KELLY RATLIFF PRESSURE CLEANING, INC.** (hereafter referred to as "CONTRACTOR"), whose address is 38505 Sulen Road, Lady Lake, Florida 32159.

RECITALS

WHEREAS, the DISTRICT owns or operates certain real property requiring proposals for Pressure and Soft Washing Services, and wishes to enter into an Agreement with a party capable of providing suitable Pressure and Soft Washing Services; and

WHEREAS, CONTRACTOR provides Pressure and Soft Washing Services for properties such as those owned or operated by the DISTRICT, and wishes to enter into a contract whereby the CONTRACTOR performs services for the DISTRICT in consideration of payments from the DISTRICT to the CONTRACTOR;

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 Pressure and Soft Washing Services, Request for Proposals (RFP) #22P-005, hereinafter referred to as RFP. Specifications and other contract documents, as defined in said RFP, and all other related documents cited in the above stated RFP 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 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.
- 1.3 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, etc.
- 1.4 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.
- 1.5 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.
- 1.6 CONTRACTOR shall be responsible for adhering to all federal, state and local safety guidelines and observe all safety precautions when performing services on DISTRICT property, roadways and rights-of-way 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.

- 1.7 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 DISTRICTS business operation. DISTRICT reserves the right to approve dress codes for the CONTRACTOR 's employees.
- 1.8 CONTRACTOR shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.
- 1.9 As per the Immigration and Nationality Act of 1952 (INA), Immigration Reform and Control Act of 1986 (IRCA) and Florida Executive Order Number 11-02, CONTRACTOR must only employ individuals who are legally authorized to work in the United States of America. CONTRACTOR hereby is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons (including subcontractors) employed/assigned during the contract term by the CONTRACTOR to perform work pursuant to this Agreement. To certify participation in the program, CONTRACTOR and any subcontractors to the CONTRACTOR, is required to sign an E-Verify CONTRACTOR/Subcontractor Affidavit. It is understood that the DISTRICT will not be responsible for any violations of Federal law and the CONTRACTOR, solely, will be responsible and liable for any violations and or penalties associated with such violation.

2. **PAYMENT**

- 2.1 In consideration of the services provided by the CONTRACTOR pursuant to this Agreement, DISTRICT agrees to pay to CONTRACTOR the unit prices submitted by CONTRACTOR as a result of CONTRACTOR's response to RFP # 22P-005 as provided for in Exhibit "A" to this Agreement.
- 2.2 Invoices shall be submitted via email to accountspayable@districtgov.org no later than the first of the month for the services performed the preceding month. Payment by the DISTRICT will be made after the invoice has been received by the DISTRICT per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218, Part VII.
- 2.3 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. **CONTRACT DOCUMENTS**

The Contract Documents, which comprise the entire Contract 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 Insurance Requirements
- 3.6 General Terms and Conditions
- 3.7 Scrutinized Companies
- 3.8 Drug Free Workplace Certificate
- 3.9 Statement of Contractor's Experience, Equipment & Personnel
- 3.10 E-Verify Contractor/Subcontractor Affidavit
- 3.11 Scope of Work / Specifications
- 3.12 Agreement for Services
- 3.13 Permits / Licenses
- 3.14 All Proposal Addenda Issued Prior to Proposal Opening Date
- 3.15 All Modifications and Change Orders Issued
- 3.16 Notice of Award / Notice to Proceed

4. TERM

The initial term of this Agreement shall be April 1, 2022 through September 30, 2024, with the option to renew for one (1) two (2) year period. Following completion of the initial term, the renewal period shall automatically occur on October 1, unless either party provides a minimum ninety (90) day written notice of non-renewal. The prices awarded by CONTRACTOR shall remain fixed and firm for the initial term of the Agreement. At a minimum of six (6) months prior to the end of the initial term, CONTRACTOR may submit a request in writing to the DISTRICT to negotiate an increase or decrease to the current awarded pricing to become effective for the renewal period. Any agreed upon negotiated price change shall remain firm for the remainder of the one (1) three (3) year renewal term. No increase will exceed 5%.

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 RFP. The limit of liability for this coverage shall be a minimum combined single limit of \$1,000,000 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 contract 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 District No. 10 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. WARRANTY

The CONTRACTOR warrants to the DISTRICT that all materials and equipment furnished under the Agreement will be of good quality, new, and fit for the purpose intended. Unless otherwise required or permitted by the Agreement Documents, the work will be free from defects not inherent in the quality required or permitted, and the work will conform to the requirements of the Agreement Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

The CONTRACTOR's warranty excludes remedy for damage or defect cause by abuse or modifications not executed the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

a. If applicable, all installed landscape material shall be under CONTRACTOR warranty for a period of ninety (90) days. Such warranty period shall begin on the date the final payment to CONTRACTOR by the DISTRICT is issued.

b. All other labor and workmanship shall be under CONTRACTOR warranty for a period of one (1) year; all materials shall be per Manufacturer's warranty. Such warranty period shall begin on the date of the final payment to CONTRACTOR by the DISTRICT is issued.

7. SELF HELP BY DISTRICT

7.1 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.

7.2 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.

7.3 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.

7.4 The accumulation of three (3) 72 hour notices within a 6 month period may result in termination of the agreement as determined by the DISTRICT.

7.5 SATISFACTORY PERFORMANCE

7.5.1 It is estimated that the frequency and guidelines set forth in this Scope of Work will provide the quality desired. However, in the event it does not, CONTRACTOR agrees to provide such reasonable additional services without further compensation. Satisfactory performance of work under this contract shall be based on these maintenance specifications, as measured by the DISTRICT in its discretion.

7.5.2 The determination of satisfactory performance will be based upon the satisfactory appearance of the grounds, not whether anticipated projections of cycle frequencies have been performed. The appearance and quality of the grounds will be reviewed on a daily basis by the DISTRICT. CONTRACTOR performance will be evaluated and adjustments to the technical maintenance specifications, if required, will be made.

7.5.3 Any damage to DISTRICT property by the contractor shall be repaired by the respective tradesmen initiated through the DISTRICT Representative so all warranties remain effective. All billing for said repairs will be directed to the CONTRACTOR responsible for said area and cost of repairs.

8. TERMINATION BY THE DISTRICT

8.1 The performance of work under this Contract may be terminated by DISTRICT in accordance with this clause in whole or from time to time in part, whenever DISTRICT determines that CONTRACTOR is in default of the terms of this Agreement. Any such termination shall be effected by delivery to CONTRACTOR a Notice of Termination specifying the extent to which performance or work under the contract is terminated, and the date the termination becomes effective.

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

8.2.1 Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.

8.2.2 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 Contract.

8.2.3 Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

8.2.4 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.

8.2.5 Continue to perform under the terms of the Contract as to that portion of the work not terminated by the Notice of Termination.

8.2.6 CONTRACTOR shall submit to DISTRICT 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.

8.3 After receipt of a Notice of Termination, CONTRACTOR shall submit to DISTRICT 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.

8.4 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 Contract price as reduced by the expenditures necessary to complete the job covered by this Contract.

8.5 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.

9. ASSIGNMENT

9.1 This Agreement shall not be assigned, nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of DISTRICT. No such approval by DISTRICT of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the DISTRICT. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that DISTRICT shall deem necessary.

10 NOTICE OF SALE OR MERGER

10.1 CONTRACTOR may not merge with, or otherwise sell all or any portion of its business to any third party without first providing DISTRICT with at least one hundred twenty (120) days' written notice prior to any such merger or sale. In the event CONTRACTOR intends on merging with, or otherwise selling all or any portion of its business to a third party that does not intend on providing the services required of CONTRACTOR under this Agreement, or to a third party that is not approved by DISTRICT, then CONTRACTOR shall remain responsible for providing the services to DISTRICT through the term of this Agreement despite the merger or sale. Any merger or sale in violation of this paragraph shall constitute a default entitling DISTRICT to damages from CONTRACTOR for its breach of contract, in addition to any other remedy provided for in this Agreement.

11 BREACH OF CONTRACT

11.1 The failure of CONTRACTOR to comply with any of the terms, provisions, covenants, or conditions of this Agreement shall constitute a material breach of contract by CONTRACTOR. In such event, the DISTRICT may, and in addition to any other remedies available at law or in equity, or otherwise specified in this Agreement, suspend or debar the CONTRACTOR from future bids and/or solicitations in accordance with DISTRICT's Purchasing Policies and Procedures Manual.

12 OTHER MATTERS

12.1 CONTRACTOR shall not utilize, nor store, any drums of material exceeding 5-gallon containers on any of the DISTRICT's property.

12.2 CONTRACTOR shall maintain complete and current Material Safety Data Sheets on premises for inspection and/or use at all times, and furnish updated documentation to the DISTRICT's Human Resources Department; however, the CONTRACTOR acknowledges that the DISTRICT shall have no responsibility for making any disclosures to CONTRACTOR's employees or agents.

12.3 The obligations of the CONTRACTORS 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.

12.4 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.

12.5 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.

12.6 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.

12.7 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.

- 12.8 These Contract Documents constitute the entire understanding and Contract between the Parties and supersedes any and all written and oral representations, statements, negotiations, or contracts previously existing between the Parties with respect to the subject matters of this Contract. 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 Contract shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.
- 12.9 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 the Agreement. Cost increases or decreases will be based on the unit prices proposed by the CONTRACTOR as provided for in Exhibit "A" to the Agreement.
- 12.10 No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
- 12.11 Time is of the essence in the performance of this Contract. 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 Contract shall be done according to specifications, subject only to delays caused through no fault of the CONTRACTOR.

13 CONTRACTOR'S REPRESENTATIONS

- 13.1 CONTRACTOR makes the following representations:
- 13.2 CONTRACTOR has familiarized himself with the nature and extent of the Contract 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.
- 13.3 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 Contract Documents relative thereto and has read all the addenda furnished prior to the bid, and that CONTRACTOR has satisfied itself relative to the work to be performed.
- 13.4 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 Contract Documents.
- 13.5 CONTRACTOR has given the DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents.
- 13.6 CONTRACTOR declares that submission of a proposal for the work constitutes an incontrovertible representation that the CONTRACTOR has complied with every requirement of this Section, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.
- 13.7 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 Contract.
- 13.8 Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Respondent list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a CONTRACTOR, CONTRACTOR, 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 Respondent list.

13.9 Public Records Act/Chapter 119 Requirements: CONTRACTOR /Respondent agrees to comply with the Florida Public Records Act to the fullest extent applicable, and shall, if this agreement is one for which services are provided by doing the following:

- Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service;
- 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;
- 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
- 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**JENNIFER FARLOW, DISTRICT CLERK
984 OLD MILL RUN, THE VILLAGES FL 32162
PHONE: 352-751-3939
EMAIL: jennifer.farlow@districtgov.org**

IN WITNESS WHEREOF, said DISTRICT has caused this Agreement to be executed in its name by the Chairman of the **VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 10**, attested by the clerk of said DISTRICT, and **KELLY RATLIFF PRESSURE CLEANING, INC.** 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 NO. 10**

KELLY RATLIFF PRESSURE CLEANING, INC.

By: _____

By: _____

Print Name

Print Name

Print Title

Print Title

Date

Date

Attest

Attest

NEGOTIATED PRESSURE WASHING PRICING FORM

DESCRIPTION	UNIT OF MEASURE	FREQUENCY	QUANTITY	UNIT PRICE
FLAT WORK	SQ FT	As Needed	1	\$ 0.10
WALLS	SQ FT	As Needed	1	\$ 0.11
BENCHES	EACH	As Needed	1	\$ 10.00
PICNIC TABLE	EACH	As Needed	1	\$ 15.00
FENCES: 2 Board	LF	As Needed	1	\$ 0.13
FENCES: 3 Board	LF	As Needed	1	\$ 0.18
FENCES: 4 Board	LF	As Needed	1	\$ 0.23
GENERAL SOFT WASHING: (FS - Apparatus Doors / Etc.)	SQ FT	As Needed	1	\$ 0.40
SOFT WASHING - FLAT ROOFING (ONLY):	SQ FT	As Needed	1	\$ 0.18

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 Community Development Districts 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 Agreement 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."

Kelly Rafter
Authorized Agent Name, Title (Print)

[Signature]
Authorized Signature

2/23/22
Date

Name of Proposer's Firm:

Kelly Rafter Pressure Cleaning, Inc.

This document must be completed and returned with your Submittal

SUPPLEMENTAL PRICING - ADDITIONAL SERVICES (if needed)				
DESCRIPTION		UNIT OF MEASURE	UNIT	UNIT PRICE
LABOR (INCLUDING EQUIPMENT USAGE, ETC.)		HOURLY	1	\$ 75.00
ADDITIONAL MAN LIFT PRICING rental/usage for additional work >12FT)		(Total cost of lift)		
		UNIT OF MEASURE	UNIT	UNIT PRICE
AERIAL LIFT USAGE (Including Transport)		DAILY	1	\$ 1540.00
AERIAL LIFT USAGE (Including Transport)		WEEKLY	1	\$ 2860.00
SPECIALTY SERVICES		UNIT OF MEASURE	UNIT	UNIT PRICE
BIO-MEDICAL CLEAN-UP		HOURLY	1	\$ 100.00
OIL SPILL CLEAN-UP (>5 GALLONS & <50 GALLONS)		HOURLY	1	\$ 125.00
RUST / IRON REMOVAL (Concrete Staining / Etc.)		HOURLY	1	\$ 75.00
SOFT WASHING (Boats & Dinghys / Brinson Perry House / Etc.)		HOURLY	1	\$ 75.00

- Labor rates are to include the cost of all transportation, tools and equipment needed to perform the proposed service. This labor rate is to be utilized for additional or general labor, where other line items or square footage costs, etc. are not directly applicable. Additional labor will only be granted by order or written request, as deemed necessary and applicable at the sole discretion of the District.
- Additional Aerial Man Lift rental and/or usage will be billed per the proposed daily or weekly pricing provided, whether for a singular project or consecutive projects, as needed, specified and deemed most applicable by District Property Management. Additional operating costs, mobilization, demobilization, management of traffic (MOT), usage and maintenance of Aerial Man Lift equipment, including the use of all proper PPE (fall protection) shall be considered inclusive in the proposed pricing.
- Bio-Medical (Blood/Mucus/Etc.) shall be billed on an hourly basis for each service, to include all labor, materials, transportation, tools and equipment usage needed to complete the project to District standards. Pricing for this line item should include Emergency Response time within one (1) hour of notification/work request for these services by the District.
- Oil Spill Clean-up is to include Emergency Response time within one (1) hour of notification/work request for these services by the District. Oil Spill Clean-up <5 Gallons will be considered typical (clean-up) services and billed per typical hourly labor rate(s) provided, at no additional cost to the District.
- Rust / Iron Removal pricing is not to be construed as taking the place of typical pressure washing. Rust / Iron Removal Pricing shall be proposed and only utilized for specialty work specifically requested by the District, such as a deep rust or iron removal of a particular object, area or surface, per hour. The cost of this service shall include all labor, materials, transportation, tools and equipment usage needed to perform and complete the project to District standard.

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 Community Development Districts 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 Agreement 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."

Kelly Ratliff, Owner.

Authorized Agent Name, Title (Print)

Kelly Ratliff

Authorized Signature

1/10/2022

Date

Name of Proposer's Firm:

Kelly Ratliff Pressure Cleaning, Inc.

This document must be completed and returned with your Submittal

RFP 22P-005
Pressure and Soft Washing Services

Worksheet Sections for Kelly Ratliff Pressure Cleaning, Inc.	Mike Harris DPM	Herschel Wiley DPM	Dan Lucin DPM	Juliane Day Community Watch	Karen White Utilities	Total out of 500	Rank
Machinery, equipment & manpower (20)	20	18	20	20	20		
Qualifications of proponents manpower (20)	20	20	20	20	20		
Experience of the Organization (25)	25	25	25	20	25		
Quality of references (10)	10	10	10	10	10		
Price with respect to average proposal (15)	10	13	10	15	10		
Thoroughness of proposal (10)	10	10	10	10	10		
TOTALS	95	96	95	95	95	476	1
Worksheet Sections for Brevard Commercial Cleaning, dba Beacon Cleaning						Total out of 500	Rank
Machinery, equipment & manpower (20)	5	8	10	15	20		
Qualifications of proponents manpower (20)	5	10	15	15	15		
Experience (25)	5	10	20	15	20		
Quality of references (10)	5	4	8	5	10		
Price with respect to average proposal (15)	5	4	15	10	15		
Thoroughness of proposal (10)	0	3	5	5	10		
TOTALS	25	39	73	65	90	292	2
Worksheet Sections for Applied Pressure Exterior Cleaning, LLC						Total out of 500	Rank
Machinery, equipment & manpower (20)	5	3	5	10	15		
Qualifications of proponents manpower (20)	5	2	10	10	10		
Experience (25)	5	5	10	10	15		
Quality of references (10)	5	3	8	5	10		
Price with respect to average proposal (15)	5	6	10	10	10		
Thoroughness of proposal (10)	0	2	2	3	10		
TOTALS	25	21	45	48	70	209	3

SELECTION COMMITTEE EVALUATION WORKSHEET

This Request for Proposals includes following all the procedures in this document and sending the sealed proposal information to the Purchasing Department by the due date and time. Proposals will be evaluated on the following criteria:

Request for Proposals (RFP) #: 22P-005

RFP Name: Pressure & Soft Washing Services

Contractor Name: _____

Reviewer Name: _____

Department: _____

Reviewer Title: _____

Date: _____

Factor	Criteria	Weight	Score
1	Machinery, Equipment and Manpower Does the Proponent possess the adequate machinery, equipment, and manpower to perform the work specified in this contract in a high quality manner?	(Max 20 points)	
2	Qualifications and Proponents Manpower What qualifications and experience do key personnel possess? (training, licenses, and/or certifications)	(Max 20 points)	
3	Experience of the Organization Does the Proponent possess the technical experience in performing work of similar size and scope? Is the experience with CDD, commercial properties, and/or public agencies? Does the Proponent show strength and stability?	(Max 25 points)	
4	Quality of References Are references for work of similar type, size and scope? Does the assessment of Proponent's work by client references demonstrate success in providing similar services?	(Max 10 points)	
5	Price with Respect to Average Proposal How reasonable is the Proponent's price with regard to the average proposal pricing?	(Max 15 points)	
6	Thoroughness of Proposal How detailed are the various elements of the proposal?	(Max 10 points)	
PROPOSER'S TOTAL SCORE		(100 Points Max)	

Selection Committee Member's Signature

Date

RFP #22P-005

Pressure and Soft Washing Services

Please provide comments supporting the rationale used in scoring this Proponent

Contractor Name: _____

Comments:

Factor	Discussion
1.	
2.	
3.	
4.	
5.	
6.	

Selection Committee Member's Signature

Date

The Villages®
Community Development Districts
District 10

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 10

FROM: District Staff

DATE: 3/17/2022

SUBJECT: **Old Business Status Update**

ISSUE: Old Business Status Update – March 17, 2022

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
▣ Old Business Status Update	Cover Memo

VCDD No. 10 Old Business Status Update

ITEM	DATE ADDED	ASSIGNED DEPT	ACTION	STATUS (If Applicable)	COMPLETE
Callahan and Belle Glade Villas	8/20/20	DPM	A status update has been provided at Callahan postal facility,	Engineering firm developing Design & Scope of Work, Independent Cost Estimate and Bid Documents.	
Non-VCDD No. 10 Items					

The Villages®
Community Development Districts
District 10

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 10

FROM: DPM Staff

DATE: 3/17/2022

SUBJECT: **DPM Monthly Report**

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
▣ DPM Report D10	Cover Memo

The Villages®

Community Development Districts

Property Management

DISTRICT 10
MARCH 2022

LANDSCAPE DIVISION

Upcoming Projects:

Prior Month Projects Status: Po issued for following Cul-de-sac

1. Remove Jasmine and replant Liriope at; Under par East, Gatehouse Terr, Ivawood way.
2. Remove Walters and replant Lorepetlum at; Image ct, Under Par east.

Completed Projects:

1. Removing Jasmine and replanting Liriope; Jeffcoat st, View path w, Vibrant ln, Iron Oak way, Mcdowell N, Deskin ln, Bryant Ct, Valentine Ave, Vertigo ln, Andrus ln.
2. Remove Jasmine and replanting with Juniper; Thistle ct, Devito ct.
3. Removing Walters and replanting Loropetalum; Thistle ct, Devito ct.
4. Removing Walters and replanting Pringles; Bryant Ct, Andrus ln.

General Maintenance:

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

WATER RESOURCE DIVISION

Upcoming Projects:

Prior Month Project Status:

Completed Projects:

General Maintenance:

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

The Villages®

Community Development Districts

Property Management

DISTRICT 10

MARCH 2022

INFRASTRUCTURE DIVISION

Upcoming Projects:

1. Villa asphalt rejuvenation application process is expected to begin in February for the following locations:
 - Ventura Villas
 - Leyton Villas
 - Pineland Villas
 - Melbourne Villas
 - Kelsea Villas
 - New Haven Villas
 - Whitney Villas
 - Marianna Villas
 - Perry Villas
 - Pensacola Villas
 - Antrim Dells Villas
 - Alden Bungalows
 - Harlow Villas
 - Carrabelle Villas
 - Beauclair Villas
2. Villa asphalt rejuvenation application process is expected to begin in March for the following locations:
 - Multi-Modal - Hillsborough Trail to Iron Oak Way (Unit 189)
 - Multi-Modal - Deskin Lane to the end Lake Deaton Plaza (Unit 194)
 - Multi-Modal - Hillsborough Trail to 44A (Unit 220)
 - Multi-Modal - Evans Prairie Trail to Hillsborough Trail (Unit 219)
 - Multi-Modal - Tunnel B24 to Hendry Drive (Unit 222)
 - Multi-Modal - Hendry Drive to 44A/Tunnel B-25 (Unit 231)
 - Multi-Modal - 44A North Side - BVB to the end Perry Villas
 - Multi-Modal - Tunnel B23 to Evans Prairie Trail (Unit 223)
 - Multi-Modal - BVB East Side Tunnel B23 to Evans Prairie Trail (Unit 216)
 - Multi-Modal - Tunnel M13 to Deskin Lane (Unit 191)
 - Multi-Modal - Northwood Place to 44A (Unit 235)
 - Multi-Modal - Tunnel M14 to Soaring Eagle Softball Complex (Unit 190)
 - Multi-Modal - Underhill Court to Eisenhower Regional Rec Center (Unit 231)

Prior Month Project Status:

1. Fence painting is expected to begin in March 2022 for the following areas:
 - Unit 221 (south & East Side Basin D10-4)
 - Unit 190 (south end at Basin D10-58)
 - Morse Blvd (Lake Deaton between Unit 188 & 189)
 - Buena Vista Blvd (Eisenhower Rec to Unit 232)
 - Buena Vista Blvd (Evans Prairie Trail to Hillsborough along the west side)
 - Buena Vista Blvd (Evans Prairie Trail to Hillsborough along the east side)

The Villages®

Community Development Districts

Property Management

DISTRICT 10

MARCH 2022

- Unit 202 (south Side of Basin D10-44)
- Unit 220 (east side of Basin D10-3)
- Morse Blvd along unit 190 to 44 (Eagle preserve)
- West of basin D10-57

Completed Projects:

General Maintenance:

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

The Villages®
Community Development Districts
District 10

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 10

FROM: Angela Moyer, Administrative Coordinator

DATE: 3/17/2022

SUBJECT: Village Community Development District No. 10 Public Hearing Updates

ISSUE: Village Community Development District No. 10 Public Hearing Updates

ANALYSIS/INFORMATION:

Public Hearing Case No. D10-04-21 Update

STAFF RECOMMENDATION: Informational Item Only

MOTION:

ATTACHMENTS:

	Description	Type
▣	Village Community Development District No. 10 Public Hearing Updates	Cover Memo

Village Community Development District No. 10 Public Hearing Case Updates

Case No.	Name	Address	Violation	Public Hearing Date	Action Date	Action	Update	Status
D10-04-21	Lilla Bredt	3485 Boardroom Trail	overgrown grass & weeds	11/18/2021	12/3/2021	District maintained and imposed a \$250 fine		Unpaid

The Villages®
Community Development Districts
District 10

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 10

FROM: Jennifer Liunoras, Assistant Finance Director

DATE: 3/17/2022

SUBJECT: Financial Statements

ISSUE:

Financial Statements as of January 31, 2022

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

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

The Villages®

Community Development Districts

District 10

Financial Statement Summary As of January 31, 2022

Revenues

Year-to-Date (YTD) Revenues of \$3,420,000 are greater than prior year-to-date (PYTD) revenues of \$3,193,000 and are at 95% of budgeted revenues of \$3,591,000.

- The District has collected 96% of the budgeted maintenance assessments in the amount of \$3,395,000. 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 an 8% increase in maintenance assessments levied in FY 2022.
- Investment income of \$25,000 (\$56,000 realized gains and (\$31,000) unrealized losses) are less than prior year-to-date and at 38% of budgeted earnings of \$65,000.

The District has received 96% of the anticipated revenues through the county tax collections while the expenses will be incurred ratably over the 12-months. *As of January 31, 33% of the year has lapsed.*

Expenses and Other Changes

Year-to-Date Operating Expenses of \$1,061,000 are greater than prior year-to-date expenses of \$1,039,000. Year to date spending is 32% of budgeted expenses of \$3,273,000.

- Management and Other Professional services include Management fees, Deed Compliance fees, Tax Collection fees and Technology Service fees. Management fees remain unchanged from prior year.
- Utility Services include Electricity and Irrigation Water expenses and year to date spending is 28% of budgeted expenses of \$263,000.
- Building, Landscape and Other Maintenance Expenses of \$810,000 are greater than prior year to date expenses and at 31% of the annual budget totaling \$2,604,000. A large portion of the expense incurred is the Project Wide allocation totaling \$693,000, a slight budgeted decrease over prior year. Other Expenses include the annual insurance premium for property and liability.

Change in Unreserved Net Position

Year-to-Date increase in Unreserved Net Position of \$2,252,000 is greater than prior year to date increase of \$2,087,000. By year-end, based on the anticipated revenues and expenditures, the District will meet the amended budgeted decrease in Unreserved Net Position of (\$338,000).

Investment Earnings:

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

	CFB	FLCLASS	FL PALM	FL-FIT	VANGUARD	FLGIT **	LTIP **
Current Month	0.00%	0.10%	0.05%	0.36%	-0.99%	-1.79%	2.80%
Year-to-date	0.00%	0.09%	0.05%	0.36%	-0.44%	-2.29%	12.86%
Prior FY 2021	0.00%	0.07%	0.05%	0.42%	-0.27%	-0.89%	-2.88%

*** Rate listed is one month in arrears*

The Villages®
Community Development Districts
District 10

Statement of Activity

For the Four Months Ending January 31, 2022 (33% of the budget year)

Original Budget	Amended Budget	Budget % used		YTD Actual	PYTD Actual	Variance
			REVENUES:			
\$ 3,526,146	\$ 3,526,146	96%	Maintenance and Other Special Assessments	\$ 3,395,072	\$ 3,139,153	\$ 255,919
200	200	177%	Other Income	354	253	101
64,600	64,600	38%	Investment Income	24,554	53,965	(29,411)
3,590,946	3,590,946	95%	Total Revenues:	3,419,980	3,193,371	226,609
			EXPENSES:			
17,251	17,251	29%	Personnel Services	4,971	3,680	1,291
378,741	378,741	44%	Management and Other Professional Services	166,571	164,269	2,303
262,913	262,913	28%	Utility Services	73,089	58,880	14,208
2,604,093	2,604,093	31%	Building, Landscape and Other Maintenance	809,940	806,112	3,828
9,600	9,600	62%	Other Expenses	5,936	6,505	(569)
3,272,598	3,272,598	32%	Total Operating Expenses	1,060,508	1,039,446	21,062
-	356,200	2%	Capital Outlay - Infrastructure and FFE	7,806	-	7,806
300,000	300,000	33%	Transfers out of Unrestricted Fund	100,008	66,672	33,336
300,000	656,200	16%	Total Other Changes	107,814	66,672	41,142
3,572,598	3,928,798	30%	Total Expenses and Other Changes	1,168,322	1,106,118	62,205
\$ 18,348	(337,852)		Change in Unreserved Net Position	\$ 2,251,657	\$ 2,087,253	\$ 164,404
			Total Cash, Net of Bond Funds	\$ 7,479,423	\$ 7,095,457	\$ 383,966
			Fund Balance			
			Unassigned	3,682,762	3,454,361	
			Committed R and R General	3,633,336	3,466,672	
			Committed R and R Villa Roads & Roads	66,672	-	
			Total Fund Balance	\$ 7,382,770	\$ 6,921,033	\$ 461,736

The Villages®

Community Development Districts

District 10

CASH AND INVESTMENT SUMMARY

As of January 31, 2022

Fund Code	Account Name	Bank	Balance as of 10/1/21	Current Balance	Reconciled Yes/No
GENERAL FUND					
001	Cash Operating	CFB	270,459.01	123,472.98	Yes
001	Cash Equiv - FLCLASS	FLCLASS	1,146,651.45	4,315,442.05	Yes
001	Cash Equiv - FLPALM	FLPALM	793,761.13	793,898.34	Yes
	Sub-total Cash & Cash Equivalents		2,210,871.59	5,232,813.37	
001	Enhanced Cash-FL-FIT	FLFIT	684,334.14	682,384.73	Yes
001	ETF Cash - VANGUARD	VAN	698,045.84	-	Yes
001	Cash FLGIT	FLGIT	704,668.04	700,476.71	Yes
001	Cash - LTIP USB	USB	826,581.08	863,748.20	Yes
	Sub-total Investments		2,913,629.10	2,246,609.64	
	TOTAL - General		5,124,500.69	7,479,423.01	

DEBT SERVICE FUND - TRUST ACCOUNTS					
201	Revenue Fund 2012	USB-SBA	1,529,422.75	4,063,092.63	Yes
201	Interest Fund 2012	USB-SBA	-	-	Yes
201	Prepayment Fund 2012	USB-SBA	873,854.38	377,157.02	Yes
201	Reserve Fund 2012	USB-SBA	1,014,470.31	1,014,470.31	Yes
201	Sinking Fund Fund 2012	USB-SBA	-	-	Yes
202	Revenue Fund 2014	USB-SBA	1,771,199.96	4,113,622.81	Yes
202	Interest Fund 2014	USB-SBA	-	-	Yes
202	Prepayment Fund 2014	USB-SBA	1,206,733.19	547,048.73	Yes
202	Reserve Fund 2014	USB-SBA	4,058,559.37	4,058,559.37	Yes
202	Sinking Fund Fund 2014	USB-SBA	-	-	Yes
	TOTAL - Debt Service		10,454,239.96	14,173,950.87	

CAPITAL PROJECTS FUND					
301	Deferred Cost Fund 2012	USB-SBA	39,097.50	-	Yes
302	Deferred Cost Fund 2014	USB-SBA	-	-	Yes
	TOTAL - Capital Projects		39,097.50	-	
	Grand Totals		15,617,838.15	21,653,373.88	

The Villages®
Community Development Districts
District 10

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 10

FROM: Kenny Blocker, District Manager

DATE: 3/17/2022

SUBJECT: Finance Director

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

The Villages®
Community Development Districts
District 10

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 10

FROM:

DATE:

SUBJECT: Independent Fire District Update

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:



AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 10

FROM:

DATE:

SUBJECT: Board Communication with District

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

The Villages®
Community Development Districts
District 10

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 10

FROM:

DATE:

SUBJECT: District 10 Chairman Wiley: PWAC After Agenda

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:
SeaBreeze Recreation Center
2384 Buena Vista Blvd.
The Villages, Florida 32162

AGENDA

March 14, 2022

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 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 was present from Districts 5 – 12. BCDD was not in attendance.**
 - B. Pledge of Allegiance
 - C. Observation of Moment of Silence
 - D. Welcome Meeting Attendees
 - E. Audience Comments – **A resident requested additional signage be put on the multi-modal paths south of SR 44.**

Project Wide Fund

NEW BUSINESS:

2. Approval of the Minutes – **The Committee approved the Minutes.**
Approval of the Minutes for the Meeting held on February 14, 2022 - To be provided.
3. Award of Request for Proposal (RFP) # 22P-005 Pressure and Soft Washing Services – **The Committee recommended award of the RFP to the SLCDD Board.**

Review and approval to present a recommendation of award of Request for Proposals (RFP) #22P-005 Pressure and Soft Washing Services to the Sumter Landing Community Development District Board.

OLD BUSINESS:

4. Old Business Status Update - PWF
Old Business Status Update – March 14, 2022
 - **Morse Boulevard Revetment Project:** Staff continues to monitor the water level of Lake Sumter.
 - **Confirm Longleaf basin is a District responsibility:** Staff confirmed the infrastructure and basins at Longleaf are a District maintenance responsibility.
 - **Second Phase of MMPDG Sign Project:** An email update was provided 2/18/2022. The Committee recommended Staff research if a Phase III of the signage project is needed for additional signage south of SR 44.
5. Management Overview and Drone Video of Infrastructure South of SR 44
 - **Drone video of SR 44 PWF infrastructure and a management overview were provided.**

INFORMATIONAL ITEMS ONLY:

6. Financial Statements
Financial Statement as of January 31, 2022
7. Capital Projects Status Update

Sumter Landing Amenities Division

Fund NEW BUSINESS:

8. Award of Invitation to Bid (ITB) #22B-006 Seal Coating & Striping - **The Committee recommended award of the ITB to the SLCDD Board.**
Review and approval to present a recommendation of award for Invitation to Bid (ITB) #22B-006 Seal Coating & Striping to the Sumter Landing Community Development District Board.
9. Award of Request for Proposal (RFP) # 22P-005 Pressure and Soft Washing Services - **The Committee recommended award of the RFP to the SLCDD Board.**
Review and approval to present a recommendation of award of Request for Proposals (RFP) #22P-005 Pressure and Soft Washing Services to the Sumter Landing Community Development District Board.

OLD BUSINESS:

10. Old Business Status Update - SLAD
Old Business Status Update – March 14, 2022
 - **Lake Miona Walking Trail:** Staff advised that the bids received for this project were in excess of \$700,000. Consideration by the Committee was given to delaying the project until inflation decrease; however, following further discussion, the Committee directed Staff to negotiate the cost of the project with the contractor in attempt to reduce the cost.
 - **District Management to confirm maintenance responsibility of postal/parcel boxes:** Staff will meet with the USPS on Wednesday, March 16, 2021 and provide a status update at the April 11, 2022 meeting.

INFORMATIONAL ITEMS ONLY:

11. Financial Statement
Financial Statement as of January 31, 2022
12. Capital Projects Status Update

REPORTS AND INPUT:

13. District Manager Reports
 - A. Finance Director – **Staff introduced Jennifer Liunoras as the new Finance Director.**
 - B. Independent Fire District Update - **Staff provided an update on the Independent Fire District.**
 - C. Board Communication with District - **Staff provided information about Staff being available to Committee Members in between meetings via phone, email or in person if they have something to discuss or see something that needs attention.**
14. District Counsel Reports - **There were no District Counsel Reports.**
15. Supervisor Comments
 - A. Supervisor Vicenti: Discussion Item - Consideration to require 10-year warranty on all sub-structures

Supervisor Vicenti requested the Committee recommend to the SLCDD Board that a 10-year warranty on all new sub-structures be obtained from the Developer.

Staff provided information on the infrastructure and the warranties in The Villages.

Audience comments were received.

The Committee requested that Staff inquire from other similar sized municipalities to obtain comparison numbers of the percentage of stormwater pipe breakages based on their causes (sinkhole/depression/failure).

Chairman Wiley advised that he and Staff met with the Woodshop Club and they will be providing an overview of the Club, membership and training processes.
16. Adjourn - **The meeting was adjourned at 10:26 a.m.**

HOSPITALITY * STEWARDSHIP * 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) 751-6700 at least five calendar days prior to the meeting.