



Seat 1 - Steffan Franklin, Supervisor
Seat 2 - Bill Ray, Chairman
Seat 3 - Terry Biddle, Supervisor
Seat 4 - Tilman Dean, Supervisor
Seat 5 - Gail Lazenby, Vice Chairman

Monthly Board Meetings are held at:

District Office Board Room

984 Old Mill Run The Villages, FL 32162

The Villages, Florida 32162

AGENDA

April 12, 2019

11:00 AM

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 March 8, 2019
3. Renewal Two (Final) for Painting Services with Lester Painting, Inc.
Review and approval of Renewal Two (Final) to ITB #15B-024 Agreement between Village Community Development District #3 and Lester Painting, Inc. for Villa Wall and Sign Wall Painting Services.
4. Architectural Review Committee Alternate Member
The Architectural Review Committee (ARC) alternate member position.

NEW BUSINESS:

5. Award of Invitation to Bid (ITB) #19B-010 Buena Vista Blvd Maxicom Conversion
Review and approval of Award for Invitation to Bid (ITB) #19B-010 Buena Vista Blvd Maxicom Conversion.
6. Review of Board Operating Policies and Procedures

OLD BUSINESS:

7. Old Business Status Update
Old Business Status Update - March 11, 2019

INFORMATIONAL ITEMS ONLY:

8. Financial Statements
Budget to Actual Statements as of February 28, 2019.
9. DPM Monthly Report

REPORTS AND INPUT:

10. District Manager Reports
 - A. AAC After Agenda
 - B. Upcoming Balloon Festival at Polo Field
 - C. Multi-Modal Path Wayfinding Signage
11. District Counsel Reports
12. Supervisor Comments
13. Adjourn

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) 751-3939 at least five calendar days prior to the meeting.

The Villages®
Community Development Districts
District 3

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 3

FROM: Jennifer McQueary, District Clerk

DATE: 4/12/2019

SUBJECT: **Approval of the Minutes**

ISSUE: Approval of the Minutes for the Meeting held on March 8, 2019

ANALYSIS/INFORMATION: Staff requests approval of the Minutes for the Meeting held on March 8, 2019.

STAFF RECOMMENDATION: Staff recommends approval of the Minutes for the Meeting held on March 8, 2019.

MOTION: Motion to approve the Minutes for the Meeting held on March 8, 2019.

ATTACHMENTS:

Description	Type
▣ 3-8-19 Minutes	Cover Memo

**MINUTES OF MEETING
VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 3**

The Meeting of the Board of Supervisors of the Village Community Development District No. 3 was held on Friday, March 8, 2019 at 11:00 a.m. in the District Office Large Conference Room, 984 Old Mill Run, The Villages, Florida, 32162.

Board members present and constituting a quorum:

Bill Ray	Chairman
Gail Lazenby	Vice Chairman
Tilman Dean	Supervisor
Steffan Franklin	Supervisor
Terry Biddle	Supervisor

Staff Present:

Richard Baier	District Manager
Kenny Blocker	Assistant District Manager
Valerie Fuchs	District Counsel
Sam Wartinbee	District Property Management Director
Barbara Kays	Budget Director
Anne Hochsprung	Finance Director
Carrie Duckett	Director of Resident Services and Communication
Brittany Wilson	Director of Technology and Board Support Services
Candice Harris	Deputy District Clerk
Julie Kulas	Administrative Assistant

FIRST ORDER OF BUSINESS:

Call to Order

A. Roll Call

Chairman Ray called the meeting to order at 11:26 a.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 a Moment of Silence

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

D. Welcome Meeting Attendees

The Board welcomed all those residents in attendance.

E. Audience Comments

No audience comments were received.

SECOND ORDER OF BUSINESS: Approval of the Minutes

On MOTION by Gail Lazenby, seconded by Terry Biddle, with all in favor, the Board approved the Minutes from the Meeting held on February 8, 2019.
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THIRD ORDER OF BUSINESS: Discussion Item: Operating Policies and Procedures

Richard Baier, District Manager, advised that Staff has completed the process of updating the District's Operating Policies and Procedures and has proposed updates for the Board's consideration and Staff will complete a review of the policies and procedures, and if the Board members have changes, concerns, questions, or comments about the existing procedures or those that may have been proposed, those will be addressed at this time.

Brittany Wilson, Director of Technology and Board Support Services, advised that at the February meeting the Board was provided with a copy of the Draft Operating Policies and Procedures for review. Ms. Wilson completed an overview of the revised Operating Policies and Procedures document and requested direction from the Board on several sections. The following sections were reviewed and discussed:

- Section 1.2 Standards of Civil Discourse: This section was added as a result of some requests made by Board Supervisors to ensure that Board Meetings can progress in a professional manner.

Vice Chairman Lazenby inquired if there is a provision within Florida Statutes that provides a Board the ability to go into executive sessions to discuss personnel issues and/or concerns. Valerie

Fuchs, District Counsel, advised that that there are only limited, specific exceptions under the Sunshine Law that allow meetings referred to as “shade” meetings.

- Section 1.3-3) Term of Supervisors - Options for Filling Vacancies: Staff to review questions included on the application; Staff to provide additional open-ended questions that can be utilized during the application process; recommendation of replacement by outgoing Supervisor can be a consideration by the Board and scheduling a Special Meeting to hold interviews will be at the discretion of the Board. In the event of a tie, the two (2) candidates who received the most votes would move forward to a second interview process.
- Section 1.3-6) Officers – Options for Selection of a Board Chairman and Vice Chairman: Maintain current process of nomination and majority vote by Board following a general election. Vice Chairman will take over if Chairman is no longer on the Board.
- Section 1.3-11) Board Supervisor Conduct: The Board requested that this section remain in the Operating Policies and Procedures.
- Section 1.3-10) Voting Conflict of Interest: A correction to section “a.” will be made to state that “The Board Supervisor would then not vote” Ms. Fuchs clarified that Supervisors must vote on matters brought before them, unless a Supervisor has conflict of interest as stated within Florida Statute 112 and would insure to a Supervisor’s private gain, which differs from ex-parte communication in an ARC or Deed Compliance case which would be prejudicial and could result in a challenge by a property owner.
- Section 1.5-4) Agenda Format: Maintain current agenda format. If a Supervisor would like an item included on the agenda it is requested that the item be provided to Staff 10 days in advance of the meeting and will be included under the “Supervisor Comments” portion of the agenda.
- Section 1.5-6) Procedures for Including Items on Agenda: Items to be included on agenda may be submitted by a Board Supervisor and will be addressed under “Supervisor Comments” for discussion purposes.
- Section 1.5-12) Roll Call Vote: Change language to read “Roll call votes will be conducted at the request of any Board Supervisor or at the District Manager’s request to the Board Chair.”

Ms. Wilson advised that once all revisions have been incorporated into the Operating Policies and Procedures Staff will proceed with the advertisement to hold a Public Hearing at a future meeting, at which time the Board will then formally adopt its Rule.

FOURTH ORDER OF BUSINESS: Old Business Status Update

There were no items on Old Business to be addressed.

FIFTH ORDER OF BUSINESS: Financial Statements

The Financial Statements as of January 31, 2019 were provided as information to the Board.

SIXTH ORDER OF BUSINESS: DPM Monthly Report

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

SEVENTH ORDER OF BUSINESS: Long-term Investment Portfolio

Kenny Blocker, Assistant District Manager, advised that the Investment Advisory Committee (IAC) met with PFM, the District's Financial Advisors, on February 5, 2019 to review the annual cash flow analysis. The analysis is performed annually to determine the appropriate allocation of cash, cash equivalents and investments in the Long-Term Investment Portfolio (LTIP). According to the analysis for District 3 the balance exceeds the 15% threshold so at this time Staff is not recommending any additional funds be invested in the Long-term Investment Portfolio.

EIGHTH ORDER OF BUSINESS: District Manager Reports

A. AAC After Agenda

Mr. Baier reviewed the after agenda from the Amenity Authority Committee (AAC) meeting held on March 6, 2018 advising various contracts were approved and provided the following highlights:

- Following Committee discussion, the Shay Gate Bathroom addition was tabled to allow Staff an opportunity to review technology options for an unmanned gate.

- The Committee named the recreation center on CR 42 the First Responders Recreation Center.

Mr. Baier reviewed a statement with the Board provided by Lt. Siemer which addresses an inaccurate article by 24/7 Wall Street, published on February 28, 2019 – Cities where violent crime rate is soaring in every state in the U.S.

B. Updated Resident Academy Flyer

Mr. Baier reviewed the upcoming Resident Academy dates and advised the Board that on-line registration for the upcoming 2019 Resident Academy session will begin on February 28, 2019.

C. Ex-parte Communications

Mr. Baier provided a reminder to the Board Supervisors that Florida Law prohibits Ex-Parte Communication which includes any communication with residents about Deed Compliance or Architectural Review Committee (ARC) issues or ongoing cases.

D. Reminder: District Government Update Meeting

Mr. Baier provided a reminder regarding the District Government Update Meeting which will be held on Friday, April 5, 2019 from 9:00 a.m. to 11:00 a.m. at the Rohan Regional Recreation Center in the Colony Cottage and Laurel Manor Rooms.

Mr. Baier advised a list of the roadways within District 3 that will be resurfaced and repaired by Sumter County has been included in the District Bulletin and provided to the Board via email.

NINTH ORDER OF BUSINESS: District Counsel Reports

There were no District Counsel Reports.

TENTH ORDER OF BUSINESS: Supervisor Comments

Supervisor Tilman advised that prior to the meeting a resident brought forward a concern about confusion when exiting the Saddlebrook tunnel and inquired if signage could be installed to alleviate potential safety concerns. Mr. Baier advised that Staff would review the location and include the item on the Old Business Status Update.

Vice Chairman Lazenby thanked the AAC for naming the new recreation center First Responders Recreation Center.

ELEVENTH ORDER OF BUSINESS: Adjourn

The meeting was adjourned at 12:33 p.m.

On MOTION by Gail Lazenby, seconded by Terry Biddle, with all in favor, the Meeting was adjourned.

Richard J. Baier
Secretary

Bill Ray
Chairman

The Villages®
Community Development Districts
District 3

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 3

FROM: Mark LaRock, Purchasing Director; Joan Fiege, Contract Administrator

DATE: 4/12/2019

SUBJECT: **Renewal Two (Final) for Painting Services with Lester Painting, Inc.**

ISSUE:

Review and approval of Renewal Two (Final) to ITB #15B-024 Agreement between Village Community Development District #3 and Lester Painting, Inc. for Villa Wall and Sign Wall Painting Services.

ANALYSIS/INFORMATION:

On June 12, 2015 Village Community Development District #3 entered into the Agreement for Villa wall and Sign wall painting with Lester Painting, Inc. The initial contract expired on June 12, 2018 and was renewed May 11, 2018 for the 1st renewal period of June 13, 2018 through June 12, 2019. The term of Renewal Two (Final) will be June 13, 2019 through June 12, 2020. This is the final renewal for the Agreement. The terms and conditions, including cost, remain the same as in the original contract as shown in Exhibit A.

BUDGET IMPACT:

The budget impact will depend on the type and amount of maintenance needed as this Agreement is for on-going maintenance services.

STAFF RECOMMENDATION:

Staff requests approval of Renewal Two (Final) to ITB #15B-024 Villa Wall and Sign Wall Painting.

MOTION:

Motion to approve Renewal Two (Final) to ITB #15B-024 Agreement for Services between Village Community Development District #3 and Lester Painting, Inc. for Villa Wall and Sign Wall Painting and authorize the Chairman/Vice Chairman to sign the Agreement.

ATTACHMENTS:

Description	Type
▣ VCDD3 Renewal 2 Bid 15B-024 - Lester Painting	Exhibit

**RENEWAL TWO (FINAL) TO THE AGREEMENT BETWEEN
VILLAGE COMMUNITY DEVELOPMENT DISTRICT #3
AND LESTER PAINTING, INC.
VILLA WALL AND SIGN WALL PAINTING
BID # 15B-024**

THIS RENEWAL is entered into this 12th day of April, 2019, by and between **VILLAGE COMMUNITY DEVELOPMENT DISTRICT #3** (hereafter referred to as the ("District")), whose address is 984 Old Mill Run, The Villages, Florida 32162, and **LESTER PAINTING, INC.** (hereafter referred to as "Contractor"), whose address is 13851 SE 163RD Place/P.O. Box 1143, Weirsdale FL 32195.

RECITALS

WHEREAS, the District and Contractor entered into the Agreement to provide professional villa wall and sign wall painting for properties such as those owned or operated by the District dated June 12, 2015; and

WHEREAS, the District and Contractor entered into Renewal One to the Agreement on May 11, 2018; and

WHEREAS, District and Contractor desire to renew the existing Agreement which expires on June 12, 2019; as set forth below.

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

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.
2. DISTRICT and CONTRACTOR hereby renew (renewal Two – Final) the Agreement and any amendments thereto for a term of June 13, 2019 and ending June 12, 2020. The Agreement and all amendments and renewals are hereby incorporated into this paragraph.
3. DISTRICT and CONTRACTOR 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.

IN WITNESS WHEREOF, the parties hereto have duly executed this Renewal on the date set forth above.

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT #3**

By: _____


Print Name

Print Title

Date

Attest

LESTER PAINTING, INC.

By:  _____

Deborah Lester

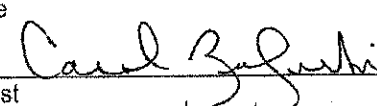
Print Name

Vice President

Print Title

1-22-2019

Date



Attest

DISTRICT #3 WALL & ENTRY LOCATIONS				
UNIT	TYPE	Est. SQ. FT.	Cost Per Sq. Ft.	TOTAL
Unit 608 Villa Barea-Archer Ave.	Stucco/Lattice	1320	\$0.70	\$924.00
Unit 609 Villa Valdosta-Talley Ridge Dr.	Stucco	17150	\$0.50	\$8,575.00
Unit 610 Villa Natchez-Southern Trace	Stucco/Hardyboard	350	\$0.70	\$245.00
Unit 611 St. Simons Villa Signs-Talley Ridge Dr.	Urethane	36	\$2.00	\$72.00
Unit 612 Alexandria Villa-Reston Dr.	Stucco	610	\$0.50	\$305.00
Unit 632 Fernandina Villa-Woodridge Dr.	Precast Concrete	21000	\$0.50	\$10,500.00
Unit 633 Amella Villa-Woodridge Dr.	Precast Concrete	12600	\$0.50	\$6,300.00
Unit 634 Summerchase Villa-Buena Vista Blvd	Precast Concrete	12180	\$0.50	\$6,090.00
Polo Entry Sign/Walls-Buena Vista Blvd	Stucco/Hardyboard	4730	\$0.70	\$3,311.00
Glenbrook Entry Sign/Walls-Buena Vista Blvd	Stucco	2300	\$0.50	\$1,150.00
Glenbrook Entrance Sign-Buena Vista Blvd	Urethane	25	\$2.00	\$70.00
Belle Aire Entry Sign/Walls-Buena Vista Blvd	Urethane	7660	\$0.70	\$5,362.00
Summerhill Entry Sign-County Road 101	Stucco	175	\$2.00	\$350.00
Summerhill Entry Sign-Woodridge Dr.	Stucco	100	\$2.00	\$200.00
Village of Polo Ridge Sign-Woodridge Dr.	Stucco	175	\$2.00	\$350.00
B4 Tunnel Walls-Buena Vista Blvd	Stucco	4975	\$0.50	\$2,487.50
B7 Tunnel Walls-Buena Vista Blvd	Stucco	5200	\$0.50	\$2,600.00
B8 Tunnel Walls-Buena Vista Blvd	Stack Block	7853	\$0.60	\$4,711.80
Pump House B-Talley Ridge Dr	Hardyboard	640	\$0.70	\$448.00
District #3 Grand Total				\$ 54,051.30

EXHIBIT "A"

The Villages®
Community Development Districts
District 3

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 3

FROM: Candice N. Dennis, Community Standards Manager

DATE: 4/12/2019

SUBJECT: **Architectural Review Committee Alternate Member**

ISSUE:

The Architectural Review Committee (ARC) alternate member position.

ANALYSIS/INFORMATION:

On March 25, 2019, Mr. Jim Anker submitted his resignation as the alternate member for Village Community Development District No. 3 (District). In accordance with the District's selection process, staff is requesting authorization to advertise for this vacancy.

Once the applications are received, they will be provided to the Board, at the June 14, 2019 meeting, to interview, select and appoint the alternate ARC member to complete Mr. Anker's term which expires February 1, 2020. In the event staff does not receive qualified applicants, staff will continue to advertise until qualified applications are received.

STAFF RECOMMENDATION:

Authorize staff to advertise for the ARC alternate member and interview, select and appoint the candidate at the June 14, 2019 meeting.

MOTION:

Motion to advertise for the ARC alternate member and interview, select and appoint the candidate at the June 14, 2019 meeting.

ATTACHMENTS:

Description	Type
□ Jim Anker Resignation	Cover Memo

Belon, Susan

From: Jim Anker <jimanker48@gmail.com>
Sent: Monday, March 25, 2019 10:12 PM
To: Belon, Susan
Subject: ARC membership

Hi Susan!

I'm sorry it took so long to get back to you. As I have not been very active as an alternate and seem to continually fill my time schedule, I believe it would be best if I were to resign as an alternate for District 3 on the Architectural Review Committee and allow you to find someone else. If you have any questions or are unable to fill this position, feel free to contact me.

Sincerely,

Jim Anker
3229 Richmond Drive
The Villages, FL 32162

248-330-1031

The Villages®
Community Development Districts
District 3

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 3

FROM: Mark LaRock, Purchasing Director; Melissa Schaar, Purchasing/Buyer

DATE: 4/12/2019

SUBJECT: **Award of Invitation to Bid (ITB) #19B-010 Buena Vista Blvd Maxicom Conversion**

ISSUE:

Review and approval of Award for Invitation to Bid (ITB) #19B-010 Buena Vista Blvd Maxicom Conversion.

ANALYSIS/INFORMATION:

On February 28, 2019 staff issued an Invitation to Bid for Buena Vista Blvd Maxicom Conversion. This project consists of the irrigation conversion, by a Maxicom Certified contractor, from hydraulic to electrical and implementation of Maxicom Central Control for all irrigation in the Buena Vista Blvd District 3 areas. Areas included under VCDD #3 are from the Marion County line to the Saddlebrook tunnel. While four (4) contractors attended the mandatory pre-bid conference, only two (2) contractors (SSS Down To Earth OPCO LLC and Cepra Landscape) submitted a response to the ITB. Bid evaluation to determine the lowest, most responsive and responsible bidder included the bid price and reference checks which were all positive. SSS Down To Earth OPCO LLC was determined to be the lowest, most responsive and responsible bid submitted (Exhibit A). The BID tabulation results are as follows:

CONTRACTORS	BID TOTAL
SSS Down to Earth OPCO II LLC	\$402,903.51
Cepra Landscape	\$546,863.68

BUDGET IMPACT:

The FY18-19 Approved Budget includes \$446,730.00 for the Buena Vista Blvd Maxicom Conversion. The bid from SSS Down To Earth OPCO LLC came in at \$402,903.51, reflecting a savings of \$43,826.49.

STAFF RECOMMENDATION:

Staff is requesting approval of award for the District #3 portion of Bid #19B-010 Buena Vista Blvd Maxicom Conversion to SSS Down To Earth OPCO LLC in the total amount of \$402,903.51 as reflected

in Exhibit “A”.

MOTION:

Motion to award the District #3 portion of Bid #19B-010 Buena Vista Blvd Maxicom Conversion to SSS Down To Earth OPCO LLC in the total amount of \$402,903.51 as reflected in Exhibit “A” and authorize the Chairman/Vice Chairman to sign the Agreement for Services

ATTACHMENTS:

Description	Type
☐ Agreement 19B-010	Exhibit
☐ Exhibit A	Exhibit

**AGREEMENT FOR SERVICES BETWEEN
VILLAGE COMMUNITY DEVELOPMENT DISTRICT #3 AND
SSS DOWN TO EARTH OPCO LLC FOR BUENA VISTA BLVD MAXICOM CONVERSION
BID #19B-010**

THIS AGREEMENT is made this 12th day of April 2019, by and between **VILLAGE COMMUNITY DEVELOPMENT DISTRICT #3** (hereafter referred to as "DISTRICT"), whose address is 984 Old Mill Run, The Villages, Florida 32162, and **SSS DOWN TO EARTH OPCO LLC** (hereafter referred to as "CONTRACTOR"), whose address is 27185 COUNTY ROAD 448A, MOUNT DORA, FLORIDA 32757.

RECITALS

WHEREAS, the DISTRICT owns or operates certain real property requiring Maxicom conversion and wishes to enter into an agreement with a party capable of providing such services; and

WHEREAS, Contractor provides said services 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:

- I. Materials, Services and Labor: That for and in consideration of the mutual promises and covenants hereinafter contained, together with the monetary considerations hereinafter recited, the CONTRACTOR shall furnish all labor, services and materials for Buena Vista Blvd Maxicom Conversion, Invitation to Bid (BID) #19B-010. All work and labor shall be done in accordance with the plans and specifications as provided to the Contractor for the BID and all incidental and necessary work thereto.
- II. Agreement Price: In consideration of the work, labor and services to be furnished by the CONTRACTOR, in accordance with said plans and specifications, the DISTRICT agrees to pay the CONTRACTOR, upon completion and acceptance thereof by the DISTRICT, the total Agreement price of Four Hundred Two Thousand, Nine Hundred Three Dollars and 51/100 (\$402,903.51) as evidenced by Exhibit "A" to this Agreement.
- III. Agreement Documents:
 - a. Invitation to Bid
 - b. Instructions, Terms, and Conditions
 - c. Bid Forms
 - d. Bidder's Certification
 - e. Statement of Terms and Conditions
 - f. Drug Free Workplace Certificate
 - g. Public Records Act/Chapter 119 Requirements
 - h. Statement of Contractor's Experience, Equipment & Personnel
 - i. E-Verify Contractor/Subcontractor Affidavit
 - j. Scope of Work / Specifications
 - k. Plans / Drawings
 - l. Agreement
 - m. Permits / Licenses
 - n. All Addenda Issued Prior to Bid Opening Date
 - o. All Modifications and Change Orders Issued
 - p. Notice of Award / Notice to Proceed

- IV. Insurance: Before performing any contract work, the CONTRACTOR shall procure and maintain during the life of the contract the insurance listed below.
- a. 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.
 - b. Automobile Liability Insurance covering all automobiles and trucks the Contractor may use in connection with this BID. The limit of liability for this coverage shall be a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. This is to include owned, hired, and non-owned vehicles. District(s) shall be named as Additional Insured.
 - c. Excess Liability Insurance (Umbrella Policy) may compensate for a deficiency in general liability or automobile insurance coverage limits.
 - d. Waiver of Subrogation: By entering into any contract as a result of this BID, Contractor agrees to a Waiver of Subrogation for each policy required above.
 - e. 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.
 - f. Certificate(s) shall be dated and show:
 - i. The name of the insured Contractor, the specified job by name and/or BID number, the name of the insurer, the number of the policy, its effective date and its termination date.
 - ii. 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.
 - iii. Subrogation of Waiver clause.
 - iv. The Villages Community Development District 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.
 - v. 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.
 - vi. All insurance policies shall be written on companies authorized to do business in the State of Florida.
- V. Contractor's Affidavit: When all work contemplated by the Contract has been completed, inspected and approved by the DISTRICT, the CONTRACTOR shall furnish to the DISTRICT the CONTRACTOR's affidavit as required by the Construction Lien Law, Florida Statutes Ch. 713. Signed Release of Lien may also be required by the DISTRICT at its option.
- VI. Warranty: The CONTRACTOR warrants to the DISTRICT that all materials and equipment furnished under the contract will be of good quality and new, unless otherwise required or permitted by the Contract Documents that 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 Contract 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. All labor and materials shall be under CONTRACTOR warranty for a period of one (1) year. Such warranty period shall be begin on the date of the final payment to CONTRACTOR by the DISTRICT is issued.
- VII. Correction of Work: The CONTRACTOR shall promptly correct or replace work rejected by the DISTRICT or work failing to conform to the requirements of the Contract Documents, whether observed before or after acceptance by the DISTRICT and whether or not fabricated, installed or completed. The CONTRACTOR shall bear costs of correcting such rejected work, including additional testing and inspections and any compensation for the services and expenses made necessary thereby. If within one (1) year after the date of acceptance any of the work is found to be not in accordance with the requirements of the Construction Documents, the CONTRACTOR shall correct it promptly after receipt of written notice from the DISTRICT to do so unless the DISTRICT has previously given the CONTRACTOR a written acceptance of such condition. The obligation under this paragraph shall survive the termination of this contract. The DISTRICT shall give such notice promptly after discovery of the condition.
- VIII. Payment: Upon certification and approval by the DISTRICT, payment may be made to the CONTRACTOR upon CONTRACTOR's application for all services or work completed or materials furnished in accordance with the Contract. CONTRACTOR shall submit all application for payments by the first of the month for services provided the preceding month. All pay requests shall be submitted to the DISTRICT on an AIA Document G702 "Application and Certificate for Payment" (or equivalent). All applications for payment must be submitted to the DISTRICT's representative for Certification and must be delivered to:
- Village Community Development Districts
Attn: Sam Wartinbee
1071 Canal Street
The Villages, Florida 32162
- Payment by the DISTRICT will made no later than forty-five (45) business days after the Application and Certificate for Payment (AIA Document G702) has been certified by the DISTRICT representative, per the "Local Government Prompt Payment Act", Florida Statutes, Chapter 218.735. If payment is not made by the DISTRICT to the CONTRACTOR within forty-five (45) days, CONTRACTOR may assess a late charge for the lesser of 1% per month, or the maximum rate permitted by law.
- IX. Time for Performance: Time is of the essence in the performance of this Contract. The CONTRACTOR specifically agrees that he 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 completed within 100 days, subject only to delays caused through no fault of the CONTRACTOR.
- X. Indemnification: To the fullest extent permitted by Florida Statute 725.06, Contractor shall indemnify and hold harmless the District and the officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolutions costs) arising out of or relating to the performance of the work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable. The monetary limitation on the extent of the indemnification by contractor shall be \$1 million dollars per occurrence.

- XI. Changes: No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by the parties hereto. In the event of any disagreement as to the provisions of this Contract with the plans and specifications that are made a part hereof by reference, the Contract shall prevail.
- XII. Liquidated Damages: The parties to this Agreement agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the DISTRICT for delay in the completion of the work provided for herein would be difficult to ascertain. Accordingly, the parties to the Agreement agree that the liquidated damages for each and every day that the time consumed in completing the work provided for in these Agreement Documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty.

The amount(s) of liquidated damages caused by the CONTRACTOR's delay will be deducted and retained out of the monies payable to the CONTRACTOR. If not so deducted, the CONTRACTOR and sureties for the CONTRACTOR shall be liable therefore.

The amount of liquidated damages to be assessed for each calendar day that final completion is delayed beyond the required date of completion per Paragraph IX of this Agreement shall be Two Hundred Fifty and 00/100 Dollars (\$250.00) per day.

XIII. Self Help By District

- a. 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.
- b. 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.
- c. 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.

XIV. Termination By The District

- a. The performance of work under this Agreement 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 Agreement is terminated, and the date the termination becomes effective.
- b. After receipt of a Notice of Termination, and except as otherwise directed, CONTRACTOR shall:
- c. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination.

- d. Place no further orders or subcontract for materials, services, or facilities except as may be necessary for completion of such portions of work under this Agreement.
- e. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
- f. 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.
- g. Continue to perform under the terms of the Agreement as to that portion of the work not terminated by the Notice of Termination.
- h. 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.
- i. CONTRACTOR and DISTRICT may agree upon the whole or any part of the amount or amounts to be paid to CONTRACTOR by reason of the total or partial termination of work pursuant to this clause, provided that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total Agreement price as reduced by the expenditures necessary to complete the job covered by this Agreement.
- j. 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.

XV. General Conditions:

- a. The CONTRACTOR shall collect and dispose of all trash, litter, debris, refuse and discarded materials resulting from CONTRACTOR's operations, including site cleanup and policing on a daily basis. The CONTRACTOR shall remove or contract for the removal of debris and refuse in such a manner that no unsightly, unsanitary, or hazardous accumulations occur. The CONTRACTOR shall ensure that all handling and disposal of refuse materials performed pursuant to this agreement is performed in compliance with all local, state and federal regulations. The CONTRACTOR shall provide CONTRACTOR's own dumpster(s) for the storage of such material, which shall be located in approved areas designated by the DISTRICT. The use of DISTRICT's dumpster(s) for any refuse disposal by the CONTRACTOR is strictly prohibited.
- b. 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.
- c. CONTRACTOR shall be responsible for adhering to all local, state and federal safety guidelines and observe all safety precautions when performing services on DISTRICT property, roadways and right-of-ways to include safe location of parked vehicles, signage, use of safety cones, flag personnel as necessary, use of safety vests on all personnel and vehicles which are clearly identifiable as belonging to the CONTRACTOR.

- d. CONTRACTOR acknowledges that the public may associate the CONTRACTOR as an employee of the DISTRICT while the CONTRACTOR performs services on the DISTRICT's property. CONTRACTOR agrees to conduct its services and supervise its employees in a way not detrimental to the DISTRICT's business operation.
- e. CONTRACTOR shall comply with all applicable governmental statutes, rules, regulations and orders and any amendments and modifications thereto.
- f. 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.
- g. 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.

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.

- h. 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.
- i. These Contract Documents constitute the entire understanding and Agreement 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 Agreement. The CONTRACTOR recognizes that any representations, statements, or negotiations made by DISTRICT staff do not suffice to legally bind the DISTRICT in a contractual relationship unless they have been reduced to writing and signed by an authorized DISTRICT representative. This Agreement shall inure to the benefit of and be binding upon the Parties, their respective assigns, and successors in interest.
- j. No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.

XVI. Contractor's Representations: CONTRACTOR makes the following representations:

- a. 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.
- b. 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 himself relative to the work to be performed.
- c. 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.

- d. CONTRACTOR has given the DISTRICT written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents.
- e. CONTRACTOR declares that submission of a bid 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.
- f. 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.
- g. E-Verification: As per the Immigration and Nationality Act of 1952 (INA), Immigration Reform and Control Act of 1986 (IRCA) and State of Florida Executive Order Number 11-116, the CONTRACTOR identified in this Agreement shall utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the Agreement term by the CONTRACTOR to perform employment duties pursuant to the Agreement, within Florida; and all persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the Agreement with the DISTRICT. (<http://www.uscis.gov/e-verify>) Additionally, the CONTRACTOR shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the Agreement term by the CONTRACTOR to perform work or provide services pursuant to this Agreement with the DISTRICT. 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.
- h. Public Entity Crimes: In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal/bid on a contract/agreement with a public entity for the construction or repair of a public building or public work, may not submit proposals/bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. CONTRACTOR affirmatively represents that neither it or its owners, sub-contractor or sub-subcontractor are nor will be on the convicted vendor list during the term of this Agreement.
- i. Public Records Act/Chapter 119 Requirements: The District is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:
 - 1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service;
 - 2. Provide the agency access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - 3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;and

4. Meet all requirements for retaining public records and transfers to the District, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the District in a format that is compatible with the current information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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

IN WITNESS WHEREOF, said DISTRICT has caused this contract to be executed in its name by the Chairman of the VILLAGE COMMUNITY DEVELOPMENT DISTRICT #3, attested by the clerk of said DISTRICT, and SSS DOWN TO EARTH OPCO II LLC has caused this Agreement to be executed in its name by its authorized representative, attested to and has caused the seal of said corporation to be hereto attached (if applicable), all on the day and year written above.

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT #3**

SSS DOWN TO EARTH OPCO II LLC

By: _____

By: _____

Print Name

Print Name

Print Title

Print Title

Date

Date

Attest

Attest

REVISED BID FORM - District 3

BID #19B-010 for Buena Vista Blvd Maxicom Conversion

MATERIALS	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
Rain Bird ESP 24 Station Controller (1 for POC flow)	3	EA	\$ 5,502.00	\$ 16,506.00
Rain Bird ESP 40 Station Controller	5	EA	\$ 5,982.00	\$ 29,910.00
Rain Bird 28 Channel CCU	1	EA	\$ 9,445.75	\$ 9,445.75
10" CLA Valve & Stainless Steel Flow Sensor	1	LS	\$ 15,672.00	\$ 15,672.00
2" Rain Bird PESB Electric Valve	184	EA	\$ 178.20	\$ 32,788.80
Rain Bird PRS Dial	184	EA	\$ 62.40	\$ 11,481.60
Schedule 80 Fittings (per valve)	184	EA	\$ 87.00	\$ 16,008.00
14-1 Red Wire	184,500	LF	\$ 0.14	\$ 25,830.00
12-1 White Wire (common)	35,000	LF	\$ 0.22	\$ 7,700.00
SEMET Device	9	EA	\$ 808.20	\$ 7,273.80
PME Device	1	EA	\$ 636.56	\$ 636.56
Antenna Base & Pole set up	8	LS	\$ 420.00	\$ 3,360.00
Pipe, parts and accessories to complete job.	1	LS	\$ 20,766.00	\$ 20,766.00
Valve Box - 12"x 18"	368	EA	\$ 24.00	\$ 8,832.00
Grounding System @ 10 Ohms or less	7	EA	\$ 2,400.00	\$ 16,800.00
Irrigation Labor	1	LS	\$ 179,893.00	\$ 179,893.00
DISTRICT 3 PROJECT TOTAL			\$	402,903.51

NOTE(S):

- Bid prices shall include all labor and materials needed to complete the project per specifications. Bid will be awarded to one Contractor based on the lowest responsible and responsive Bidder. Bid evaluation to determine the lowest and responsive Bidder will be based on the **Combined Bid Grand Total and Contractor's References.**
- When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the District's bid documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your bid being declared non-responsive.
- All price information to be used in the Bid review must be on this Bid form.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.
- The District maintains the right to utilize other vendors/contractors to address any unforeseen conditions as they may arise.
- All traffic control costs shall be included in bid pricing, and no additional special compensation will be allowed.
- It shall be the responsibility of the BIDDER to perform whatever test and/or calculations as are necessary to determine quantities required for the performance of the work described herein.
- Should certain additional work be required, or should the quantities submitted by the Contractor of certain classes of work be increased or decreased from those required by the Contract Documents, by authorization of the Owner, the unit prices contained in the following Schedule of Unit Prices shall, at the option of the Owner, be the basis of payment to the Contractor credit to the Owner, for such increase or decrease in the work.
- The Unit Prices shall represent the per unit price to be paid by the Contractor (in the case of additions or increases) or to be refunded by the Owner (in the case of decrease). No additional adjustments will be allowed for overhead, profit, insurance, or to other direct or indirect expenses of the Contractor or Subcontractors, and no additional adjustments will be allowed. **Unit prices are required where noted.** Incomplete bids may not be acceptable. Where required, quantities shall be bid as lump sum, based on the amount needed for the areas indicated to achieve the design intent of the plans. Associated unit prices may be used for changes in the extent of work.

EXHIBIT A

"The undersigned, as Bidder, hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the BID and Specifications for the work and comments hereto attached. The Bidder agrees, if this Bid is accepted, to contract with the Village Community Development District #3 in the form of an Agreement, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the Bid and Agreement Documents for this Project. The Bidder agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

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

MICHAEL MOSLER II, MANAGING PARTNER

Authorized Agent Name, Title (Print)



Authorized Signature

03/25/2019

Date

Name of Bidder's Firm:

SSS DOWN TO EARTH OPCO II LLC

This document must be completed and returned with your Submittal

EXHIBIT A

REVISED BID FORM - District 3

BID #19B-010 for Buena Vista Blvd Maxicom Conversion

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

MICHAEL MOSLER II, MANAGING PARTNER

Authorized Agent Name, Title (Print)



Authorized Signature

03/25/2019

Date

Name of Bidder's Firm:

SSS DOWN TO EARTH OPCO II LLC

This document must be completed and returned with your Submittal

The Villages®
Community Development Districts
District 3

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 3

FROM: Richard J. Baier, District Manager

DATE: 4/10/2019

SUBJECT: **Review of Board Operating Policies and Procedures**

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

The Villages®
Community Development Districts
District 3

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 3

FROM: District Staff

DATE: 4/11/2019

SUBJECT: **Old Business Status Update**

ISSUE:

Old Business Status Update - March 11, 2019

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
❏ Old Business Status Update	Cover Memo

Village Community Development District No. 3
"Old Business" Status Update

Item(s) to be addressed by Staff	Action Taken	Status Update (if applicable)	Completed (√)	Date Item Identified
Review Saddlebrook tunnel for signage request by resident		Sign will be relocated.		3/8/2019
Non-District 3 Item(s)				
No items to be addressed.				
Staff will provide future FEMA updates as they become available.				

The Villages®
Community Development Districts
District 3

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 3

FROM: Anne Hochsprung, Finance Director

DATE: 4/12/2019

SUBJECT: **Financial Statements**

ISSUE: Budget to Actual Statements as of February 28, 2019.

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
□ Budget to Actuals	Cover Memo
□ Cash Sheet	Cover Memo

The Villages®
Community Development Districts
District 3

**CASH AND INVESTMENT SUMMARY
AS OF FEBRUARY 28, 2018**

Fund Code	Account Name	Bank	Balance as of 10/01/18	Current Balance	Reconciled Yes/No
GENERAL FUND					
001	Cash Operating Acct	CFB	191,275.70	208,505.35	Yes
001	FLCLASS	FLCLASS	198,340.97	994,426.70	Yes
	Sub-total Cash & Cash Equivalents		389,616.67	1,202,932.05	
001	Cash-FL-FIT	FLFIT	631,363.13	637,711.74	Yes
001	FLGIT	FLGIT	618,782.70	626,996.63	Yes
001	Long Term Investment	USB	274,333.96	267,032.97	Yes
	Sub-total Investments		1,524,479.79	1,531,741.34	
	TOTAL - General		1,914,096.46	2,734,673.39	
201	Revenue Fund 2012	USB	3,251.66	329,239.44	Yes
201	Principal PrePay 2012	USB	9,260.73	4,261.30	Yes
202	Revenue Fund 2013	USB	45,363.02	272,445.98	Yes
202	Principal PrePay 2013	USB	40,390.82	40,554.54	Yes
	TOTAL - Debt service		98,266.23	646,501.26	
Grand Totals			2,012,362.69	3,381,174.65	

The Villages®
Community Development Districts
District 3

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 3

FROM: DPM Staff

DATE: 4/12/2019

SUBJECT: **DPM Monthly Report**

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
□ DPM Report	Cover Memo

The Villages®

Community Development Districts

Property Management

District 3

April 2019

LANDSCAPE

New Projects:

1. Replanting at Summerchase gate to fix line of sight issue

Prior Month Project Status: N/A

Completed Projects:

1. Replanting multiple areas of buffer on Buena Vista Blvd completed

General Maintenance:

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

WALLS/FENCES & HARDSCAPES

New Projects: N/A

Prior Month Project Status: N/A

Completed Projects: N/A

General Maintenance: N/A

ROADWAYS

New Projects:

1. Villa Natchez on schedule for mill and overlay the first week of April weather permitting

Prior Month Project Status: N/A

Completed Projects: N/A

General Maintenance: N/A

MISCELLANEOUS ITEMS

New Projects:

1. Mowing of the H. Gary Morse Wildlife Preserve will begin in April weather permitting

Projects In Progress: N/A

Completed Projects: N/A

General Maintenance: N/A

The Villages®
Community Development Districts
District 3

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 3

FROM:

DATE: 4/12/2019

SUBJECT: AAC After Agenda

ISSUE: AAC After Agenda

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
□ AAC After Agenda	Cover Memo



*District 1 - Carl Bell
District 2 - Ann Forrester, Chairman
District 3 - John Wilcox, Vice Chairman
District 4 - Don Deakin
Lady Lake/Lake Co. - Lowell Barker
VCCDD Board - Gary Moyer*

***Amenity Authority Committee
Monthly Board Meetings are held at:
Savannah Regional Recreation Center
Ashley Wilkes Room 1545 Buena Vista Blvd. The
Villages, FL 32162
The Villages, Florida 32162***

AFTER AGENDA

April 10, 2019
9:00 AM

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 – **Gary Moyer was absent.**
- B. Pledge of Allegiance
- C. Observation of Moment of Silence
- D. Welcome Meeting Attendees

E. Audience Comments

Audience comment was received from a representative of the lawn bowling club requesting a second green be installed at Rio Grande.

Audience comment was received requesting a light at the pavilion at the Tierra Del Sol Recreation Center. Staff is taking steps to improve the lighting in the area.

Audience comments were received regarding Tierra Del Sol indoor shuffle board courts sign up as well as a line of sight issue at Shay Gate and Jeffrey. Staff will review the resident concerns.

Audience comments were received regarding Resident ID passes.

2. Shay Gate – Staff presented a PowerPoint to the Committee. The Committee approved leaving the gate as is and moving forward with installation of a restroom facility at the location.

Audience comment was received suggesting alternatives be reviewed to assist with slowing the traffic down at the location.

CONSENT AGENDA: The Committee approved the Consent Agenda and no discussion occurred.

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

3. Approval of the Minutes

Approval of the Minutes for the Meeting held on March 6, 2019

4. Recommend Approval of Renewal Two (Final) for Painting Services with Lester Painting, Inc.

Review and approval to present Renewal Two (final) to ITB #15B-024 Agreement between Village Center Community Development District and Lester Painting, Inc. for Villa Wall and Sign Wall Painting Services to the Village Center Community Development District Board.

NEW BUSINESS:

5. Award of Invitation to Bid (ITB) #19B-005 Greens Renovations Oakleigh and Briarwood Executive Golf Courses

Review and approval to present a recommendation to award for Invitation to Bid #19B-005 Greens Renovations Oakleigh and Briarwood Executive Golf Courses to the Village Center Community Development District (VCCDD). – **The Committee approved and no discussion occurred.**

6. Award of Invitation to Bid (ITB) #19B-010 Buena Vista Blvd Maxicom Conversion

Review and approval to present a recommendation of award for Invitation to Bid (ITB) #19B-010 Buena Vista Blvd Maxicom Conversion to the Village Center Community Development District (VCCDD) Board – **Following overview by Staff, the Committee approved.**

7. First Responders Recreation Center Survey Data Update

Status update on current progress and information regarding the First Responders Recreation Center located in The Villages of Marion. – **Overview was provided by Staff. The Committee requested the item be added to the Capital Projects Update.**

OLD BUSINESS:

8. Capital Projects Update

The Capital Projects Update will be provided to the Committee at the Meeting.

9. Old Business Status Update

Old Business Status Update - April 10, 2019

10. Amenity Fee Deferral Rate Discussion

Amenity Fee Deferral Rate Discussion

- Staff presented a PowerPoint which included a review of the 10 year forecast for revenues and expenditures and a review of three options presented by Staff: 1) Remain at current deferral rate; 2) Eliminate the deferral rate in accordance to Owner's original purchase contract or 3) Increase the deferral rate (example of \$185 provided). The Committee approved removal of the deferral cap with a 3/2 vote.
- Mr. Deakin requested page 11 - Amenity Fee Forecast be provided to the Committee via email.

INFORMATIONAL ITEMS ONLY:

11. VCCDD Financial Statements

A. VCCDD Financial Statements as of February 28, 2019

B. Interest Allocation as of February 28, 2019

12. RAD Fund: Capital Projects Work Plan

Fiscal Year 2018-19 RAD Fund: Capital Projects Work Plan - April

REPORTS AND INPUT:

13. District Manager Reports

A. Multi-Modal Path Wayfinding Signage

B. AAC & PWAC Joint Meeting Reminder

14. District Counsel Reports – There were no District Counsel Reports.

15. Supervisor Comments

16. Adjourn – The meeting was adjourned at 11:41 a.m.

The Villages®
Community Development Districts
District 3

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 3

FROM: Richard J. Baier, District Manager

DATE: 4/12/2019

SUBJECT: **Upcoming Balloon Festival at Polo Field**

ISSUE:

ANALYSIS/INFORMATION:

As information, following are the dates and times for the upcoming event:

Thursday May 30 – Vendor set-up 1:00 – 5:00

Friday May 31 – 1:00p – 9:00p Event Hours

Saturday June 1 – 6:30 am – 9:00 P Event Hours

Sunday June 2 – 6:30 am – 9:00P Event Hours

There will be offsite parking with shuttles

STAFF RECOMMENDATION:

MOTION:

The Villages®
Community Development Districts
District 3

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 3

FROM:

DATE:

SUBJECT: **Multi-Modal Path Wayfinding Signage**

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION: