



Seat 1 - Jan Collins, Supervisor
Seat 2 - Jim Covert, Supervisor
Seat 3 - Patty Hoxie, Supervisor
Seat 4 - Don Brozick, Chairman
Seat 5 - Phil Grayber, Vice Chairman

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

AGENDA

May 13, 2021
10:00 AM

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

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

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

2. Law Enforcement Quarterly Update

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.

3. Approval of the Minutes
Approval of the Minutes for the Meeting held on March 11, 2021.
4. Annual Renewal of Agreements 2021-2022
Review and approval of Annual Agreement Renewals for the Village Community Development District #11 Board.

OLD BUSINESS:

5. Old Business Status Update

INFORMATIONAL ITEMS ONLY:

6. Financial Statements
Financial Statements as of March 31, 2021
7. Budget Workshop Reminder
The District 11 Board will hold a Budget Workshop on Monday, May 17, 2021 at 11 a.m. at the Savannah Recreation Center.
8. DPM Monthly Report

REPORTS AND INPUT:

9. District Manager Reports
 - A. COVID-19 Update
10. District Counsel Reports
 - A. Adoption of Resolution 21-08: Defense and Indemnification
 - B. June 15, 2021 – Supervisor Only Training for Ethics, Sunshine and Public Records Law
11. Supervisor Comments
 - A. District 11 Chairman Brozick: PWAC After Agenda
12. Audience Comments
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.



AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 11

FROM:

DATE:

SUBJECT: Law Enforcement Quarterly Update

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:



AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 11

FROM: Jennifer Farlow, District Clerk

DATE: 5/13/2021

SUBJECT: **Approval of the Minutes**

ISSUE:

Approval of the Minutes for the Meeting held on March 11, 2021.

ANALYSIS/INFORMATION: Staff requests approval of the Minutes for the Meeting held on March 11, 2021.

STAFF RECOMMENDATION: Staff recommends approval of the Minutes for the Meeting held on March 11, 2021.

MOTION: Motion to approve the Minutes for the Meeting held on March 11, 2021.

ATTACHMENTS:

Description	Type
□ March 11, 2021 Minutes	Cover Memo

**MINUTES OF MEETING
VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 11**

A Meeting of the Board of Supervisors of Village Community Development District 11 was held on Thursday, March 11, 2021 at 10:00 a.m. in the Ashley Wilkes Room at the Savannah Center, 1545 N. Buena Vista Blvd., The Villages, Florida, 32162.

Board members present and constituting a quorum:

Don Brozick	Chairman
Phil Grayber	Vice Chairman
Patty Hoxie	Supervisor
Jim Covert	Supervisor
Jan Collins	Supervisor

Staff Present:

Kenny Blocker	Deputy District Manager
Carrie Duckett	Assistant District Manager
Mark Brionez	District Counsel
Barbara Kays	Budget Director
Anne Hochsprung	Finance Director
Mark LaRock	Purchasing Director
Bruce Brown	District Property Management Assistant Director
Brittany Wilson	Director of Technology and Board Support Services
Jennifer Farlow	District Clerk
Candice Harris	Deputy District Clerk

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

A. Roll Call

Chairman Brozick called the meeting to order at 10:00 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 audience members in attendance observed a moment of silence for those who serve our Country and community.

D. Welcome Meeting Attendees

The Board welcomed all those in attendance at the meeting.

E. Audience Comments

No audience comments were received.

CONSENT AGENDA:

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

On MOTION by Jim Covert, seconded by Patty Hoxie, with all in favor, the Board took formal action on the following items included on the Consent Agenda:
SECOND ORDER OF BUSINESS: Approval of the Minutes from the Board Meeting held on February 11, 2021.
THIRD ORDER OF BUSINESS: Approval of the Annual Renewal Agreement with GrayRobinson, P.A. and Nixon Peabody LLC for Bond Counsel Services and authorized the Chairman/Vice Chairman to execute the Agreement.

FOUTH ORDER OF BUSINESS: Old Business Status Update

Kenny Blocker, Deputy District Manager, advised that there were no Old Business to be addressed.

FIFTH ORDER OF BUSINESS: DPM Monthly Report

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

SIXTH ORDER OF BUSINESS: Financial Statements

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

TENTH ORDER OF BUSINESS: District Manager Reports

A. COVID-19 Update

Mr. Blocker advised that District Staff has provided the Boards and the Committees with a copy of Executive Order 21-47 issued by the Governor’s Office, in which those who are eligible to receive the COVID-19 vaccine has been expanded. At this time the District is not changing any of its internal operations, but continues to work with the Sumter County Health Department, and will provide updates as they become available.

B. Project Wide – South of SR 44 Presentation

Mr. Blocker advised that Barbara Kays, Budget Director, would review the PowerPoint presentation that was presented to the Project Wide Advisory Committee (PWAC) at their meeting held on Monday, March 8, 2021. Following review of the presentation, the PWAC unanimously approved the concept of proceeding with a separate Project Wide Fund (PWF)/PWAC south of SR 44 beginning October 1, 2022. The PWAC directed Chairman Wiley to attend the Sumter Landing Community Development District (SLCDD) Board Meeting to present the information to the SLCDD Board. Mr. Blocker advised that the SLCDD Board did formally approve the concept of establishing a PWF/PWAC south of SR 44, and directed District Counsel to begin drafting the documents that will be necessary to establish a PWAC south of SR 44. At this time, Ms. Kays will proceed with the PowerPoint presentation for the benefit of the Board.

Ms. Kays stated that the purpose and benefits of the PWF model is to provide a uniform set of maintenance standards for the community, it allows the Districts to share the risk of the infrastructure that benefit all residents of the community, it assures the consistent design and flow of the community, in addition to providing staff efficiencies. Ms. Kays provided a historical overview of the infrastructure maintenance responsibility that is addressed individually by Districts 1 – 4; and advised that as The Villages grew, the concept for maintenance of the common infrastructure south of CR 466 changed. The initial thought process to establishing a PWF would include the maintenance of the common infrastructure of Districts 5 through 11, would allow the Districts to share the maintenance costs, allow the Districts to share the risk and provide a uniform method of maintenance standards for the infrastructure, which provides a benefit to all residents. The first Agreement for Project Wide

Maintenance was entered into between the SLCDD and District 5 in 2003. Ms. Kays advised that with the change to addressing maintenance on a Project Wide basis, the Districts' Engineers Report addressed the benefits to the District for the specific infrastructure funded through the issuance of the District's bonds, but also contemplated the maintenance of certain infrastructure throughout the boundaries of Districts 5-11. As the expected continued growth of The Villages proceeds south of SR 44, Districts 12 and 13 are being developed with a more natural Florida appearance, and include many differences to the infrastructure, design, geomorphology and maintenance aspects. The hardscape includes stonework fences and entry features, multi-modal path and separate walking trails, guard rails along certain roadways and different lighting products and levels have been utilized. The softscape includes the natural landscape, natural wetlands, shallow pond basins with aerators and more canopy trees have been left in place. Ms. Kays stated that consideration was given to whether there were too few Districts to create a new PWF, but the original PWF was established with the knowledge that other Districts would follow, which is also anticipated south of SR 44. Another consideration was whether a separate PWF would create a new boundary within The Villages, but currently The Villages is one community with various governments, oversight and funding sources, and SR 44 provides a natural demarcation for the new PWF. Additionally, the establishment of a second PWF would provide the residents south of SR 44 with local oversight and representation, greater accessibility to the meetings and a greater knowledge of the Districts. Ms. Kays stated that although it is anticipated that an additional commercial District will be established south of SR 44, at this time the SLCDD Board would be the parent Board for the second PWF/PWAC, and would utilize the same assessable acreage allocation methodology. As previously stated by Mr. Blocker, following completion of the presentation and discussion among the Committee, the PWAC unanimously approved the concept of establishing a second PWF/PWAC south of SR 44 to begin in October 1, 2022.

Chairman Brozick stated that he read several things in social media which included that residents' taxes would increase, which is incorrect. Additionally, it was stated that amenity fees would increase, which is also inaccurate, as the amenity fees are a contractual agreement which increases or decreases based on the Consumer Price Index (CPI). Chairman Brozick stated the proposal would allow Districts 12 and 13 to have a separate PWF/PWAC to address the different design scope and infrastructure south of SR 44. The PWAC did vote unanimously to approve establishing a second

PWF/PWAC south of SR 44, but each Board does need to indicate its concurrence with the PWAC's decision.

Vice Chairman Grayber inquired if District Boards 5 – 11 would lose cost efficiencies with the addition of a second PWF.

Chairman Brozick stated the purchasing structure will not change, the services for each PWF will be considered by the individual PWAC.

Chairman Brozick requested confirmation that establishing a second PWF would not negate the existing agreement, but would provide an amendment to that agreement. Mark Brionez, District Counsel, stated that removing Districts 12 and 13 from the current PWF would be an amendment to the existing agreement.

Vice Chairman Grayber suggested that when communication about the second PWF/PWAC is made that it is reiterated that The Villages is one community, so that the second PWF/PWAC does not cause a barrier between north and south of SR 44. Mr. Blocker stated that Staff will ensure that the communications address The Villages as one community. Following discussion, the Board provided concurrence.

Mr. Blocker advised that the Board was provided with an email advising that Blair Bean, DPM Director, was no longer with the District, and wanted to advise that Bruce Brown, currently DPM Assistant Director, has been promoted to DPM Director effective March 22, 2021.

EIGHTH ORDER OF BUSINESS: District Counsel Reports

Mr. Brionez provided the following Legislative Update: As information, Senate Bill 60 which addresses anonymous complaints in municipalities, not Community Development Districts (CDDs), states that Code Enforcement Officers are prohibited from accepting anonymous complaints. Additionally, Senate Bill 1678 which increases the Sovereign immunity of governments from \$200,000 per person and \$300,000 per incident to \$500,000 per person and \$1 million per incident. House Bill 853 is proposing that CDD Supervisors must complete four (4) hours of Ethics Training. As information becomes available on these and other Bills that are being reviewed, a status update will be provided to the Board.

NINTH ORDER OF BUSINESS: Supervisor Comments

A. District 11 Chairman Brozick: PWAC After Agenda

Chairman Brozick advised that the After Agenda for the Project Wide Advisory Committee (PWAC) meeting held on March 8, 2021 has been provided for the Board's information.

TENTH ORDER OF BUSINESS: Audience Comments

No audience comments were received.

ELEVENTH ORDER OF BUSINESS: Adjourn

The meeting was adjourned at 10:47 a.m.

On MOTION by Patty Hoxie, seconded by Jan Collins, with all in favor, the Meeting was adjourned.

Richard J. Baier
Secretary

Don Brozick
Chairman

The Villages®
Community Development Districts
District 11

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 11

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

DATE: 5/13/2021

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

ISSUE:

Review and approval of Annual Agreement Renewals for the Village Community Development District #11 Board.

ANALYSIS/INFORMATION:

The agreements listed below require renewal for the fiscal year 2021-2022. The agreement type and annual agreement amount **(there are no price changes with these renewals)** are listed for your information.

Contractor	Contract #	Type	Area/Service	Annual Agreement Amount
Asphalt Paving Systems, Inc. Renewal Two of Two (FINAL)	18P-024	Maintenance (Micro Surfacing)	Roadways & Parking Lot Maintenance (Micro Surfacing / Crackfill Services)	Pricing per Exhibit A of Agreement – (Micro Surfacing / Crackfill)
Pavement Technology, Inc. Renewal Two of Two (FINAL)	18P-024	Maintenance ("Reclamite")	Roadways & Parking Lot Maintenance (Asphalt Rejuvenating Agent "Reclamite")	Pricing per Exhibit A of Agreement – Asphalt Rejuvenating Agent "Reclamite"
Tri-State Asphalt Corp. Renewal Two of Two (FINAL)	18P-024	Maintenance (Striping & Patching)	Roadways & Parking Lot Maintenance (Striping and Cut & Patch)	Pricing per Exhibit A of Agreement – Striping and Cut & Patch

STAFF RECOMMENDATION:

Staff requests approval of above referenced Annual Agreement Renewals for fiscal year 2021-2022.

MOTION:

Motion to approve the above reference Annual Agreement Renewals and authorize Chair/Vice Chair to sign the renewal documents.

ATTACHMENTS:

Description		Type
▣	VCDD11 Asphalt Paving Systems 18P-024 Renew2	Exhibit
▣	VCDD11 Pavement Technology 18P-024 Renew2	Exhibit
▣	VCDD11 Tri-State Asphalt 18P-024 Renew2	Exhibit

**RENEWAL TWO of TWO (FINAL) TO THE AGREEMENT BETWEEN
VILLAGE COMMUNITY DEVELOPMENT DISTRICT #11
AND ASPHALT PAVING SYSTEMS, INC. FOR
ROADWAYS AND PARKING LOT MAINTENANCE [MICRO SURFACING/CRACKFILL
SERVICES]
RFP #18P-024**

THIS RENEWAL is entered into this 13th day of May 2021, by and between VILLAGE COMMUNITY DEVELOPMENT DISTRICT #11 (VCDD11), whose mailing address is 984 Old Mill Run, The Villages, FL 32162 and ASPHALT PAVING SYSTEMS, INC. (CONTRACTOR), whose mailing address is 9021 Wire Road, Zephyrhills, FL 33540.

RECITALS

WHEREAS, VCDD11 and CONTRACTOR entered into Agreement RFP #18P-024 for Roadways and Parking Lot Maintenance [Micro Surfacing/Crackfill Services] (AGREEMENT) for properties such as those owned or operated by VCDD11, dated October 11, 2018; and

WHEREAS, VCDD11 and CONTRACTOR entered into Renewal One to the AGREEMENT dated September 10, 2019; and

WHEREAS, VCDD11 and CONTRACTOR desire to renew the existing AGREEMENT which expires September 30, 2021, as set forth below.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and conditions contained herein, VCDD11 and CONTRACTOR agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.
2. VCDD11 and CONTRACTOR hereby renew the AGREEMENT and any Amendments thereto for a term of October 1, 2021, and ending September 30, 2022. The AGREEMENT and all Amendments are hereby incorporated into this paragraph.
3. VCDD11 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.

**RENEWAL TWO of TWO (FINAL) TO THE AGREEMENT BETWEEN
VILLAGE COMMUNITY DEVELOPMENT DISTRICT #11
AND ASPHALT PAVING SYSTEMS, INC. FOR
ROADWAYS AND PARKING LOT MAINTENANCE [MICRO SURFACING/CRACKFILL
SERVICES]
RFP #18P-024**

IN WITNESS WHEREOF, said VCDD11 has caused this Renewal to be executed in its name by the Chairman of the VILLAGE COMMUNITY DEVELOPMENT DISTRICT #11, attested by the clerk of said VCDD11, and ASPHALT PAVING SYSTEMS, INC. has caused this Renewal 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 #11**

By: _____

Print Name

Print Title

Date

Attest

ASPHALT PAVING SYSTEMS, INC.

By: _____

Print Name

Print Title

Date

Attest

Negotiated pricing from Asphalt Paving Systems, Inc.

PROPOSAL FORM for RFP #18P-024

Service Type and Project Size:		Proposal Price	
		0 - 15,000 (SQ YD)	15,001 - 30,000 (SQ YD)
2. Micro Surfacing			
a.	Double Micro surfacing	\$6.35	\$5.75
b.	Cape Seal	\$13.41	\$13.41
c.	Crackfill (per gallon)	\$20.00 gal	\$20.00 gal
d.	Mobilization ¹	\$1,500.00	\$1,500.00

7. Miscellaneous (as required items)			
a.	Adjust Manholes & Valves	EA	\$150.00
b.	Rubber Tire Rolling of Micro Surfaced Areas	SQ YD	\$0.20
c.	Prep-work (per specifications, per project)	EA	\$2,500.00
d.	Nighttime Premium ³	-	\$5,500.00

NOTE(S):

- When completing your proposal, do not attach any forms which may contain terms and conditions that conflict with those listed in the District's proposal documents. Inclusion of additional terms and conditions such as those which may be on your company's standard forms may result in your proposal being declared non-responsive.
- All price information to be used in the RFP evaluation must be on this proposal form. The price shall include all labor, equipment and materials and shall be F.O.B. destination. All prices shall remain firm for the life of the contract.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.

"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 Contract Documents for this Project. The Proposer agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

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

EXHIBIT "A"

Term

The term of this Agreement shall begin upon each Board Approval in October, 2018 through September 30, 2020, with the option to renew for two (2) additional one (1) year periods. The prices proposed by the Contractor shall remain fixed and firm through the initial term ending September 30, 2020. Following completion of the initial term each renewal period shall automatically occur on October 1 of each renewal period unless either party provides a minimum ninety (90) day written notice of non-renewal. Prior to March 1st of the end of the initial term the contractor shall meet with Purchasing and District Property Management staff to negotiate an increase or decrease to the current awarded pricing to become effective for the following October 1st. The negotiated price change at the end of the initial term shall remain firm for the remainder of the two (2) additional one (1) year renewals. No increase will exceed 5%.

Robert Capoferri, President

Authorized Agent Name, Title (Print)



Authorized Signature

Date 9/19/18

Name of Proponent's Firm: Asphalt Paving Systems, Inc.

EXHIBIT "A"

**RENEWAL TWO of TWO (FINAL) TO THE AGREEMENT BETWEEN
VILLAGE COMMUNITY DEVELOPMENT DISTRICT #11
AND PAVEMENT TECHNOLOGY, INC. FOR
ROADWAYS AND PARKING LOT MAINTENANCE [ASPHALT REJUVENATING AGENT
“RECLAMITE” SERVICES]
RFP #18P-024**

THIS RENEWAL is entered into this 13th day of May 2021, by and between VILLAGE COMMUNITY DEVELOPMENT DISTRICT #11 (VCDD11), whose mailing address is 984 Old Mill Run, The Villages, FL 32162 and PAVEMENT TECHNOLOGY, INC. (CONTRACTOR), whose mailing address is 24144 Detroit Road, Westlake, OH 44145.

RECITALS

WHEREAS, VCDD11 and CONTRACTOR entered into Agreement RFP #18P-024 for Roadways and Parking Lot Maintenance [Asphalt Rejuvenating Agent “Reclamite” Services] (AGREEMENT) for properties such as those owned or operated by VCDD11, dated October 11, 2018; and

WHEREAS, VCDD11 and CONTRACTOR entered into Renewal One to the AGREEMENT dated September 10, 2019; and

WHEREAS, VCDD11 and CONTRACTOR desire to renew the existing AGREEMENT which expires September 30, 2021, as set forth below.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and conditions contained herein, VCDD11 and CONTRACTOR agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.
2. VCDD11 and CONTRACTOR hereby renew the AGREEMENT and any Amendments thereto for a term of October 1, 2021, and ending September 30, 2022. The AGREEMENT and all Amendments are hereby incorporated into this paragraph.
3. VCDD11 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.

**RENEWAL TWO of TWO (FINAL) TO THE AGREEMENT BETWEEN
VILLAGE COMMUNITY DEVELOPMENT DISTRICT #11
AND PAVEMENT TECHNOLOGY, INC. FOR
ROADWAYS AND PARKING LOT MAINTENANCE [ASPHALT REJUVENATING AGENT
"RECLAMITE" SERVICES]
RFP #18P-024**

IN WITNESS WHEREOF, said VCDD11 has caused this Renewal to be executed in its name by the Chairman of the VILLAGE COMMUNITY DEVELOPMENT DISTRICT #11, attested by the clerk of said VCDD11, and PAVEMENT TECHNOLOGY, INC. has caused this Renewal 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 #11**

By: _____

Print Name

Print Title

Date

Attest

PAVEMENT TECHNOLOGY, INC.

By: _____

Print Name

Print Title

Date

Attest

PROPOSAL FORM for RFP #18P-024

Service Type and Project Size:		Proposal Price																																																																																									
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1. Mill and Overlay																																																																																											
a.	Mill & Overlay 1"	No Bid	No Bid																																																																																								
b.	Mill & Overlay 1.5"	No Bid	No Bid																																																																																								
c.	Curb Line Mill & Overlay 3'	No Bid	No Bid																																																																																								
d.	Curb Line Mill & Overlay 7'	No Bid	No Bid																																																																																								
e.	Overlay 1"	No Bid	No Bid																																																																																								
f.	Overlay 1.5"	No Bid	No Bid																																																																																								
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<table border="1"> <thead> <tr> <th></th><th>Service Type</th><th>Unit of Measure</th><th>Proposal Price</th></tr> </thead> <tbody> <tr> <td colspan="4">4. Striping (Paint & Glass Bead) LF pricing for projects up to 500LF</td></tr> <tr> <td>a.</td><td>4" Road line Marking</td><td>LF</td><td>No Bid</td></tr> <tr> <td>b.</td><td>6" Road line Marking</td><td>LF</td><td>No Bid</td></tr> <tr> <td>c.</td><td>Parking Space lines</td><td>LF</td><td>No Bid</td></tr> <tr> <td>d.</td><td>24" Stop Bars²</td><td>LF</td><td>No Bid</td></tr> <tr> <td>e.</td><td>Complete Handicap Spaces</td><td>EA</td><td>No Bid</td></tr> <tr> <td>f.</td><td>Large Arrows</td><td>EA</td><td>No Bid</td></tr> <tr> <td>g.</td><td>Small Arrows</td><td>EA</td><td>No Bid</td></tr> <tr> <td>h.</td><td>18" Crosswalks</td><td>LF</td><td>No Bid</td></tr> <tr> <td>i.</td><td>24" Crosswalks</td><td>LF</td><td>No Bid</td></tr> <tr> <td>j.</td><td>6" White Edge Line Striping</td><td>LF</td><td>No Bid</td></tr> <tr> <td>k.</td><td>6" Yellow Edge Line Striping</td><td>LF</td><td>No Bid</td></tr> <tr> <td>l.</td><td>6" White Center Lane Skip Lines</td><td>LF</td><td>No Bid</td></tr> <tr> <td>m.</td><td>6" Double Yellow Center Lane Solid Lines</td><td>LF</td><td>No Bid</td></tr> <tr> <td>n.</td><td>Traffic Diamonds</td><td>EA</td><td>No Bid</td></tr> <tr> <td>o.</td><td>Mobilization¹</td><td>LS</td><td>No Bid</td></tr> <tr> <td colspan="4">5. Striping (Thermoplastic& Glass Bead) LF pricing for projects up to 500LF</td></tr> <tr> <td>a.</td><td>4" Road line Marking</td><td>LF</td><td>No Bid</td></tr> <tr> <td>b.</td><td>6" Road line Marking</td><td>LF</td><td>No Bid</td></tr> <tr> <td>c.</td><td>Parking Space lines</td><td>LF</td><td>No Bid</td></tr> <tr> <td>d.</td><td>24" Stop Bars²</td><td>LF</td><td>No Bid</td></tr> </tbody> </table>					Service Type	Unit of Measure	Proposal Price	4. Striping (Paint & Glass Bead) LF pricing for projects up to 500LF				a.	4" Road line Marking	LF	No Bid	b.	6" Road line Marking	LF	No Bid	c.	Parking Space lines	LF	No Bid	d.	24" Stop Bars ²	LF	No Bid	e.	Complete Handicap Spaces	EA	No Bid	f.	Large Arrows	EA	No Bid	g.	Small Arrows	EA	No Bid	h.	18" Crosswalks	LF	No Bid	i.	24" Crosswalks	LF	No Bid	j.	6" White Edge Line Striping	LF	No Bid	k.	6" Yellow Edge Line Striping	LF	No Bid	l.	6" White Center Lane Skip Lines	LF	No Bid	m.	6" Double Yellow Center Lane Solid Lines	LF	No Bid	n.	Traffic Diamonds	EA	No Bid	o.	Mobilization ¹	LS	No Bid	5. Striping (Thermoplastic& Glass Bead) LF pricing for projects up to 500LF				a.	4" Road line Marking	LF	No Bid	b.	6" Road line Marking	LF	No Bid	c.	Parking Space lines	LF	No Bid	d.	24" Stop Bars ²	LF	No Bid
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f.	Large Arrows	EA	No Bid																																																																																								
g.	Small Arrows	EA	No Bid																																																																																								
h.	18" Crosswalks	LF	No Bid																																																																																								
i.	24" Crosswalks	LF	No Bid																																																																																								
j.	6" White Edge Line Striping	LF	No Bid																																																																																								
k.	6" Yellow Edge Line Striping	LF	No Bid																																																																																								
l.	6" White Center Lane Skip Lines	LF	No Bid																																																																																								
m.	6" Double Yellow Center Lane Solid Lines	LF	No Bid																																																																																								
n.	Traffic Diamonds	EA	No Bid																																																																																								
o.	Mobilization ¹	LS	No Bid																																																																																								
5. Striping (Thermoplastic& Glass Bead) LF pricing for projects up to 500LF																																																																																											
a.	4" Road line Marking	LF	No Bid																																																																																								
b.	6" Road line Marking	LF	No Bid																																																																																								
c.	Parking Space lines	LF	No Bid																																																																																								
d.	24" Stop Bars ²	LF	No Bid																																																																																								

e.	Complete Handicap Spaces	EA	No Bid
f.	Large Arrows	EA	No Bid
g.	Small Arrows	EA	No Bid
h.	18" Crosswalks	LF	No Bid
i.	24" Crosswalks	LF	No Bid
j.	6" White Edge Line Striping	LF	No Bid
k.	6" Yellow Edge Line Striping	LF	No Bid
l.	6" White Center Lane Skip Lines	LF	No Bid
m.	6" Double Yellow Center Lane Solid Lines	LF	No Bid
n.	6" Thermoplastic Grinding/Removal	LF	No Bid
o.	Traffic Diamonds	EA	No Bid
p.	Mobilization ¹	LS	No Bid
6. Cut and Patch			
a.	Repairs - Cut & Patch 1.5"	SQ YD	No Bid
7. Miscellaneous (as required items)			
a.	Adjust Manholes & Valves	EA	No Bid
b.	Rubber Tire Rolling of Micro Surfaced Areas	SQ YD	No Bid
c.	Prep-work (per specifications, per project)	EA	No Bid
d.	Nighttime Premium ³	-	
Will your firm be able to provide a local representative for warranty issues on an "as needed basis" (Within a 60 miles radius of the District)? Where is service available?		Yes. Chris Evers 5542 57th Way Vero Beach, FL 32967	
Indicate any and all manufacturer and/or provider warranties for the materials proposed. You may attach separate sheets if necessary. A minimum one (1) year warranty for all materials and labor is required.		Please see attached.	
Please provide approximate lead time for services from receipt of District purchase order.		90 days after issuance of a Purchase Order.	

¹ One Time Charge, Per Project, During "Normal" operating hours² To include "STOP" prior to bar when no sign is present³ One Time Charge, Per Project, Outside "Normal" operating hours**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. The price shall include all labor, equipment and materials and shall be F.O.B. destination. All prices shall remain firm for the life of the contract.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.


EXHIBIT "A"

"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 Contract Documents for this Project. The Proposer agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

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

Susan J. Durante, Secretary/Treasurer

Authorized Agent Name, Title (Print)


Authorized Signature

8/16/18

Date

Name of Proponent's Firm:

Pavement Technology, Inc.

This document must be completed and returned with your Submittal

EXHIBIT "A"

**RENEWAL TWO of TWO (FINAL) TO THE AGREEMENT BETWEEN
VILLAGE COMMUNITY DEVELOPMENT DISTRICT #11
AND TRI-STATE ASPHALT CORPORATION FOR
ROADWAYS AND PARKING LOT MAINTENANCE [STRIPING – PAINT & GLASS BEAD
AND CUT & PATCH SERVICES]
RFP #18P-024**

THIS RENEWAL is entered into this 13th day of May 2021, by and between VILLAGE COMMUNITY DEVELOPMENT DISTRICT #11 (VCDD11), whose mailing address is 984 Old Mill Run, The Villages, FL 32162 and TRI-STATE ASPHALT CORPORATION (CONTRACTOR), whose mailing address is 703 Carpenter Avenue, Leesburg, FL 34748.

RECITALS

WHEREAS, VCDD11 and CONTRACTOR entered into Agreement RFP #18P-024 for Roadways and Parking Lot Maintenance [Striping – Paint & Glass Bead and Cut & Patch Services] (AGREEMENT) for properties such as those owned or operated by VCDD11, dated October 11, 2018; and

WHEREAS, VCDD11 and CONTRACTOR entered into Renewal One to the AGREEMENT dated September 10, 2019; and

WHEREAS, VCDD11 and CONTRACTOR desire to renew the existing AGREEMENT which expires September 30, 2021, as set forth below.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and conditions contained herein, VCDD11 and CONTRACTOR agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.
2. VCDD11 and CONTRACTOR hereby renew the AGREEMENT and any Amendments thereto for a term of October 1, 2021, and ending September 30, 2022. The AGREEMENT and all Amendments are hereby incorporated into this paragraph.
3. VCDD11 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.

**RENEWAL TWO of TWO (FINAL) TO THE AGREEMENT BETWEEN
VILLAGE COMMUNITY DEVELOPMENT DISTRICT #11
AND TRI-STATE ASPHALT CORPORATION FOR
ROADWAYS AND PARKING LOT MAINTENANCE [STRIPING – PAINT & GLASS BEAD
AND CUT & PATCH SERVICES]
RFP #18P-024**

IN WITNESS WHEREOF, said VCDD11 has caused this Renewal to be executed in its name by the Chairman of the VILLAGE COMMUNITY DEVELOPMENT DISTRICT #11, attested by the clerk of said VCDD11, and TRI-STATE ASPHALT CORPORATION has caused this Renewal 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 #11**

By: _____

Print Name

Print Title

Date

Attest

TRI-STATE ASPHALT CORPORATION

By: _____

Print Name

Print Title

Date

Attest

PROPOSAL FORM for RFP #18P-024

Service Type and Project Size:		Proposal Price	
		0 - 15,000 (SQ YD)	15,001 - 30,000 (SQ YD)
1. Mill and Overlay			
a.	Mill & Overlay 1"		
b.	Mill & Overlay 1.5"		
c.	Curb Line Mill & Overlay 3'		
d.	Curb Line Mill & Overlay 7'		
e.	Overlay 1"		
f.	Overlay 1.5"		
g.	Mobilization ¹		
2. Micro Surfacing			
a.	Double Micro surfacing		
b.	Cape Seal		
c.	Crackfill (per gallon)	gal	gal
d.	Mobilization ¹		
3. Asphalt Rejuvenating Agent			
a.	Reclamite		
	Service Type	Unit of Measure	Proposal Price
4. Striping (Paint & Glass Bead) LF pricing for projects up to 500LF			
a.	4" Road line Marking	LF	.22
b.	6" Road line Marking	LF	.29
c.	Parking Space lines	LF	.20
d.	24" Stop Bars ²	LF	SEE DEVIATION
e.	Complete Handicap Spaces	EA	35.00
f.	Large Arrows	EA	24.00
g.	Small Arrows	EA	12.00
h.	18" Crosswalks	LF	.75
i.	24" Crosswalks	LF	1.40
j.	6" White Edge Line Striping	LF	.29
k.	6" Yellow Edge Line Striping	LF	.29
l.	6" White Center Lane Skip Lines	LF	.29
m.	6" Double Yellow Center Lane Solid Lines	LF	.29
n.	Traffic Diamonds	EA	10.00
o.	Mobilization ¹	LS	195.00
5. Striping (Thermoplastic& Glass Bead) LF pricing for projects up to 500LF			
a.	4" Road line Marking	LF	
b.	6" Road line Marking	LF	
c.	Parking Space lines	LF	

EXHIBIT "A"

d.	24" Stop Bars ²	LF	
e.	Complete Handicap Spaces	EA	
f.	Large Arrows	EA	
g.	Small Arrows	EA	
h.	18" Crosswalks	LF	
i.	24" Crosswalks	LF	
j.	6" White Edge Line Striping	LF	
k.	6" Yellow Edge Line Striping	LF	
l.	6" White Center Lane Skip Lines	LF	
m.	6" Double Yellow Center Lane Solid Lines	LF	
n.	6" Thermoplastic Grinding/Removal	LF	
o.	Traffic Diamonds	EA	
p.	Mobilization ¹	LS	
6. Cut and Patch			
a.	Repairs - Cut & Patch 1.5"	SQ YD	25.71
7. Miscellaneous (as required items)			
a.	Adjust Manholes & Valves	EA	SEE DEVIATION
b.	Rubber Tire Rolling of Micro Surfaced Areas	SQ YD	
c.	Prep-work (per specifications, per project)	EA	
d.	Nighttime Premium ³	-	495.00
<i>Will your firm be able to provide a local representative for warranty issues on an "as needed basis" (Within a 60 miles radius of the District)? Where is service available?</i>		YES	
<i>Indicate any and all manufacturer and/or provider warranties for the materials proposed. You may attach separate sheets if necessary. A minimum one (1) year warranty for all materials and labor is required.</i>		1 YEAR MATERIAL/WORKMANSHIP	
<i>Please provide approximate lead time for services from receipt of District purchase order.</i>		2 WEEKS	

¹ One Time Charge, Per Project, During "Normal" operating hours

² To include "STOP" prior to bar when no sign is present

³ One Time Charge, Per Project, Outside "Normal" operating hours

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. The price shall include all labor, equipment and materials and shall be F.O.B. destination. All prices shall remain firm for the life of the contract.
- District reserves the right to adjust any quantity upward or downward as may be warranted or necessary.

EXHIBIT "A"

"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 Contract Documents for this Project. The Proposer agrees to accept in full compensation for each item the prices named in the schedules incorporated herein.

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

KEITH DAVIS, VICE PRESIDENT
Authorized Agent Name, Title (Print)

Authorized Signature
8/16/2018
Date

Name of Proponent's Firm:

TRI-STATE ASPHALT CORP

This document must be completed and returned with your Submittal

EXHIBIT "A"

EXCEPTIONS OR DEVIATIONS TO SPECIFICATIONS

Note: Proposer must sign the appropriate statement below as applicable.

- () Proposer understands and agrees to all terms, conditions, requirements and specifications stated herein.

Firm: _____

Signature and Date: _____

- (X) Proposer takes exceptions to terms, conditions, requirements or specifications stated herein. (Proposer must itemize each exception below and return with the Proposal Form.)

Firm: Tri-State Asphalt Corp

Signature and Date: _____

8/16/2018

24" STOP BARS TO BE PAINTED AT \$1.40 PER LF. "STOP" STENCIL \$24 EACH

MANHOLES & VALVE ADJUSTMENT TO BE PRICED PER JOB

Proposer should note that any exceptions taken from the stated terms and/or specifications may, but not necessarily will be cause for their submittal to be deemed "non-responsive", risking rejecting of the submittal.

Attached are _____ additional pages.

Name of Proponent's Firm:

TRI-STATE ASPHALT CORP

This document must be completed and returned with your Submittal

EXHIBIT "A"

The Villages®
Community Development Districts
District 11

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 11

FROM: District Staff

DATE: 5/13/2021

SUBJECT: **Old Business Status Update**

ISSUE:

Old Business Status Update – May 13, 2021

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
▣ Old Business Status Update	Cover Memo

[illegible][illegible]



AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 11

FROM: Anne Hochsprung, Finance Director

DATE: 5/13/2021

SUBJECT: **Financial Statements**

ISSUE: Financial Statements as of March 31, 2021

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

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

The Villages®

Community Development Districts

District 11

Financial Statement Summary As of March 31, 2021

Revenues

Year-to-Date (YTD) Revenues of \$1,316,000 are less than prior year-to-date (PYTD) revenues of \$1,350,000 and are at 96% of budgeted revenues of \$1,369,000.

- The District has collected 95% of the budgeted maintenance assessments in the amount of \$1,299,000. Lake County collects the maintenance assessments on the annual tax bill and remits it to the District. Lake County then bills the District a 2% collection fee. The majority of assessments are collected from November through March. There was no increase in maintenance assessments levied in FY 2021.
- Investment earnings of \$16,000 (\$2,000 realized gains and \$14,000 unrealized gains) are less than prior year to date earnings of \$20,000 and compare favorably to the annual budgeted earnings of \$5,000.

The District has received 95% of the anticipated revenues through the county tax collections while the expenses will be incurred ratably over the 12-months. *As of March 31, 50% of the year has lapsed.*

Expenses and Other Changes

Year-to-Date Operating Expenses of \$530,000 are less than prior year expenses of \$541,000 and are 47% of budgeted expenses of \$1,120,000.

- Management and Other Professional services include Management fees, Deed Compliance, Technology Service and Tax Collector fees. Management fees increased a budgeted 4% over prior year.
- Utility Services include Electricity and Irrigation Water expenses and year to date spending is 38% of the budgeted expenses of \$85,000.
- Building, Landscape and Other Maintenance Expenses totaling \$386,000 are slightly less than prior year and are 47% of budget. A large portion of the expense incurred is the Project Wide allocation totaling \$350,000.
- Other expenses include the annual premium for property and liability insurance.
- Transfers to General Reserves are budgeted at prior year's level.

Change in Unreserved Net Position

Year-to-Date Change in Unreserved Net Position of \$661,000 is less than prior year to date change of \$684,000. By year-end, based on the anticipated revenues and expenditures, the District will meet the budgeted reduction in Unreserved Net Position of (\$1,000).

Investment Earnings

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

	CFB	FLCLASS	FL PALM	FL-FIT	FLGIT **	LTIP **
Current Month	0.00%	0.11%	0.08%	0.36%	-1.79%	1.45%
Year-to-date	0.00%	0.17%	0.12%	0.40%	0.36%	1.14%
Prior FY 2020	0.00%	0.26%	0.29%	0.52%	0.00%	6.43%

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

The Villages®
Community Development Districts
District 11

Statement of Activity						
For the Six Months Ending March 31, 2021 (50% of the budget year)						
Original Budget	Amended Budget	Budget % used		YTD Actual	PYTD Actual	Variance
			REVENUES:			
\$ 1,363,622	\$ 1,363,622	95%	Maintenance and Other Special Assessments	\$ 1,299,427	\$ 1,329,934	\$ (30,507)
-	-	100%	Other Income	53	81	(27)
<u>5,433</u>	<u>5,433</u>	<u>298%</u>	Investment Income	<u>16,170</u>	<u>19,705</u>	<u>(3,535)</u>
1,369,055	1,369,055	96%	Total Revenues:	1,315,650	1,349,719	(34,070)
			EXPENSES:			
17,270	17,270	29%	Personnel Services	4,973	3,685	1,289
182,861	183,361	55%	Management and Other Professional Services	100,108	101,386	(1,277)
85,317	85,317	38%	Utility Services	32,662	31,596	1,067
826,151	825,901	47%	Building, Landscape and Other Maintenance	385,752	397,789	(12,037)
<u>8,810</u>	<u>8,560</u>	<u>75%</u>	Other Expenses	<u>6,427</u>	<u>6,389</u>	<u>39</u>
1,120,409	1,120,409	47%	Total Operating Expenses	529,923	540,844	(10,920)
<u>250,000</u>	<u>250,000</u>	<u>50%</u>	Transfers out of Unrestricted Fund	<u>125,002</u>	<u>125,002</u>	<u>-</u>
250,000	250,000	<u>50%</u>	Total Other Changes	125,002	125,002	-
<u>1,370,409</u>	<u>1,370,409</u>	<u>48%</u>	Total Expenses and Other Changes	<u>654,925</u>	<u>665,846</u>	<u>(10,920)</u>
<u>\$ (1,354)</u>	<u>(1,354)</u>		Change in Unreserved Net Position	<u>\$ 660,724</u>	<u>\$ 683,874</u>	<u>\$ (23,149)</u>
			Total Cash, Net of Bond Funds	<u>\$ 2,904,454</u>	<u>\$ 2,537,381</u>	<u>\$ 367,073</u>
			Unassigned	1,546,938	1,456,353	
			Committed R and R General	<u>1,325,002</u>	<u>1,075,002</u>	
			Total Fund Balance	<u>\$ 2,871,940</u>	<u>\$ 2,531,355</u>	<u>\$ 340,584</u>

The Villages®

Community Development Districts

District 11

CASH AND INVESTMENT SUMMARY As of March 31, 2021

Fund Code	Account Name	Bank	Balance as of 10/01/20	Current Balance	Reconciled Yes/No
GENERAL FUND					
001	Cash Operating	CFB	25,389.42	49,783.42	Yes
001	FLCLASS	FLCLASS	1,941,092.67	2,028,060.55	Yes
Sub-total Cash & Cash Equivalents			1,966,482.09	2,077,843.97	
001	Cash-FL-FIT	FLFIT	-	249,982.09	Yes
001	Cash FLGIT	FLGIT	-	250,000.00	Yes
001	Cash LTIP USB	USB	122,408.43	326,628.31	Yes
Sub-total Investments			122,408.43	826,610.40	
Cash Balance			2,088,890.52	2,904,454.37	

DEBT SERVICE FUND - TRUST ACCOUNTS					
201	Revenue Fund	USB	1,463,184.40	3,363,954.02	Yes
201	Prepayment Fund	USB	876,331.79	909,418.17	Yes
201	Reserve Fund	USB	3,078,115.61	3,014,918.75	Yes
			5,417,631.80	7,288,290.94	

CAPITAL PROJECTS FUND					
301	Acq & Construction	USB	516,728.95	-	Yes
301	General Account	USB	10,261.46	10,272.91	Yes
301	Deferred Cost	USB	525,111.33	-	Yes
Sub-total Operating Cash			1,052,101.74	10,272.91	
Grand Totals			8,558,624.06	10,203,018.22	



AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 11

FROM: District Staff

DATE: 5/13/2021

SUBJECT: **Budget Workshop Reminder**

ISSUE: The District 11 Board will hold a Budget Workshop on Monday, May 17, 2021 at 11 a.m. at the Savannah Recreation Center.

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:



AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 11

FROM: DPM Staff

DATE: 5/13/2021

SUBJECT: **DPM Monthly Report**

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
□ D11 DPM Monthly Report	Cover Memo

The Villages®

Community Development Districts

Property Management

District 11

May 2021

LANDSCAPE DIVISION

Upcoming Projects:

1. Liams Ct cul-de-sac – Replace declining Jasmine with Liriope.

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

1. Heron Ct- Replaced declining Jasmine with Liriope.
2. Gabrielle Pl - Replace Juniper

General Maintenance:

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

WATER RESOURCE DIVISION

Upcoming Projects:

1. Identify basins needing spring Hydrilla treatment.

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

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

INFRASTRUCTURE DIVISION

Upcoming Projects:

1. Wiechens Preserve has been scheduled for mowing in May.

Prior Month Project Status:

1. Painting is scheduled for early June at the following locations:
 - Jackson Villas
 - Leo Villas
 - Reagan Villas
 - Preserve entry sign at Conservation Trail
2. Interiors for tunnels B12, B14, B15, B16, B17, and B18 are continuing to be monitored for proper moisture before painting. Once these tunnels are complete, tunnels will continue to be painted from north to south.

Completed Projects:

1. Wiechens Preserve was mowed in March.

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



AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 11

FROM:

DATE:

SUBJECT: COVID-19 Update

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:



AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 11

FROM: Mark Brionez, District Counsel

DATE: 4/8/2021

SUBJECT: **Adoption of Resolution 21-08: Defense and Indemnification**

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
□ Resolution 21-08	Cover Memo

RESOLUTION 21-08

A RESOLUTION SETTING FORTH THE POLICY OF THE VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 11 BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF MEMBERS OF THE BOARD OF SUPERVISORS AND COMMITTEE MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, persons serving on the Board of Supervisors (“Supervisors”) of the Village Community Development District No. 11 (“District”), and Supervisors and other persons appointed by the Board of Supervisors of the District (“Board”) to serve as members of committees (“Committee Members”), are constantly presented with the necessity for making decisions regarding District policy and management; and

WHEREAS, it is absolutely essential to the effective operation of the District that such decisions be made in an environment where the threat of personal liability for the Supervisors and Committee Members is maintained at a minimum; and

WHEREAS, the Board wishes to formalize a policy with regard to the support and legal protection of the Supervisors and Committee Members so as to reduce the threat of personal liability to such individuals and allow for an effective decision-making environment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VILLAGES COMMUNITY DEVELOPMENT DISTRICT NO. 11 THAT:

1. As set forth in this Resolution, and only to the extent permitted by law, the District agrees that Supervisors and Committee Members (together, “Indemnitees”) shall be provided the benefit of the indemnification, support and legal defense provisions provided in this Resolution.

2. As set forth in this Resolution and in accordance with Sections 211.07 and 768.28, Florida Statutes, and other Florida law, the District hereby agrees to provide legal representation to defend any and all civil actions, including federal civil rights and other federal civil claims, arising from a complaint for damages or injuries suffered as a result of any action or omission of action of any Indemnitees, present or former, arising out of and in the scope of the Indemnatee’s employment or function, unless the Indemnatee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Defense of such civil actions includes, but is not limited to, any civil rights lawsuit seeking relief personally against any Indemnatee for an act or omission under color of state law, custom or usage, wherein it is alleged that such Indemnatee has deprived another person of rights secured under the Federal Constitution or laws, including, by way of example, actions under 42 U.S.C. § 1983 or other federal statute. The District hereby further agrees to provide legal representation to defend against any other litigation arising against an Indemnatee from the performance of his or her official duties while

serving a public purpose, including civil, administrative (including but not limited to professional grievances, ethics claims, etc.), or criminal actions to the extent permitted by law, and also unless the Indemnitee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. By these provisions, the District does not waive any immunity from liability or limited waiver of such immunity as granted under Florida law. Rather, the District is stating that to the extent the State does not through its laws protect the Indemnitees from liability, the District is committed to doing so to the extent described in this Resolution and allowed by law.

3. The District may insure itself in order to cover all reasonable costs and fees directly arising out of or in connection with any legal claim or suit that directly results from a decision or act made by an Indemnitee while performing the duties and functions of his or her position.

4. This Resolution is intended to evidence the District's support of Indemnitees who perform acts and render decisions in the good faith performance of their duties and functions. The District will neither support nor defend those actions or omissions committed by an individual outside the scope of his or her office or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. By adoption of this Resolution, the Indemnitees are each presumed to have acted within the scope of his or her office, and are presumed to be acting in good faith, without a malicious purpose and not in a manner exhibiting wanton and willful disregard of human rights, safety or property. In the event that the District has expended funds to provide an attorney to defend an Indemnitee who is found to be personally liable by virtue of actions outside the scope of his or her employment or function, or is found to have acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, the individual shall be required to reimburse the District for funds so expended. The District may recover such funds in a civil action against such individual.

5. To the extent permitted by law, and, again, subject to the condition that the Indemnitee did not act in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, the District agrees to pay any final judgment, including damages, fines, penalties or other damages, costs, and attorney's fees and costs, arising from any complaint for damages or injuries suffered as a result of any action or omission of action of any Indemnitee. If the action arises under Section 768.28, Florida Statutes, as a tort claim, the limitations and provisions of that section governing payment shall apply. If the action is a civil rights action arising under 42 U.S.C. § 1983, or similar federal statutes, payment for the full amount of judgment may be made unless the individual has been determined in the final judgment to have caused the harm intentionally. The District agrees to pay any compromise or settlement of any claim or litigation described in this paragraph, provided, however, that the District determines such compromise or settlement to be in the District's best interest.

6. In the event legal representation or defense is provided pursuant to this Resolution, the Indemnitee may either:

- a. Retain legal counsel appointed by the District, in which case legal counsel shall be paid directly by the District; or
- b. Retain legal counsel chosen by the Indemnitee, in which case the District shall have the right to:
 - i. Approve, in advance, any agreement for legal fees or disbursements;
 - ii. Pay all or part of the legal fees, costs and other disbursements and to set a maximum for legal fees, costs and other disbursements;
 - iii. Direct the defense and settle or compromise the action or claim; and
 - iv. Reduce or offset any monies that may be payable by the District by any court costs or attorneys' fees awarded to the Indemnitee.

7. The benefits of the policy adopted in this Resolution shall not enlarge the rights that would have been available to any third-party plaintiff or claimant in the absence of this policy. That said, nothing herein is intended in any way to limit any rights provided by statute or by common law, and instead this Resolution shall be deemed to supplement any such rights.

8. To the extent permitted by law, this policy shall inure to the benefit of the heirs, personal representatives and estate of the Indemnitee.

9. The District reserves the right to change, modify or withdraw this Resolution in its sole discretion, except as to actions, demands or other claims based on acts or omissions that occurred before the effective change, modification or withdrawal of this Resolution.

10. This Resolution shall not apply to actions initiated by the District against an Indemnitee.

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

12. This Resolution shall be effective upon adoption.

PASSED AND ADOPTED this ____ day of April, 2021.

ATTEST:

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 11**

SECRETARY/ASSISTANT SECRETARY

CHAIRMAN



AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 11

FROM: Mark Brionez, District Counsel

DATE: 5/13/2021

SUBJECT: **June 15, 2021 – Supervisor Only Training for Ethics, Sunshine and Public Records Law**

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:



AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 11

FROM:

DATE:

SUBJECT: District 11 Chairman Brozick: PWAC After Agenda

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION: