



Seat 1 - Michael Dollard, Supervisor
Seat 2 - Jack Reimer, Chairman
Seat 3 - Dan Ruehl, Supervisor
Seat 4 - Don "Smoke" Hickman, Vice Chairman
Seat 5 - Steve Brown, Supervisor

Monthly Board Meetings are held at:

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

AGENDA

July 15, 2021

1:30 PM

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

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

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

CONSENT AGENDA:

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

2. Approval of the Minutes

Approval of the Minutes from the Meeting held on June 3, 2021 and the Budget Workshop held on May 17, 2021
3. Annual Renewal of Agreement 2021-2022

Review and approval of Annual Agreement Renewal for the Village Community Development District #9 Board.
4. Resolution 21-09

Adoption of Resolution 21-09 designating Kenneth C. Blocker as Assistant Secretary.

NEW BUSINESS:

5. Amendment Two and Renewal Two to ITB #18B-016 with Daves Fencing & Painting Inc. for Fencing – 2, 3 & 4 Board Installations, Repairs & Painting

Review and approval of Amendment Two and Renewal Two to the Agreement ITB #18B-016 between Village Community Development District #9 and Daves Fencing & Painting Inc. for Fencing – 2, 3 & 4 Board Installations, Repairs & Painting.

6. Fourth Amended and Restated Interlocal Governmental Agreement for Maintenance of Project Wide Improvements

Review and discussion pertaining to the Fourth Amended and Restated Interlocal Governmental Agreement for Maintenance of Project Wide Improvements.

OLD BUSINESS:

7. Old Business Status Update

Old Business Status Update - July 15, 2021

PUBLIC HEARINGS:

8. Case No. D9-04-21 VCDD No 9 vs. Joseph Tiri, 631 Bradford Loop

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

- A. District Counsel Overview of the Process
- B. Swearing-In of Those Providing Evidence or Testimony
- C. Open Public Hearing
- D. Staff Presentation of the Facts
- E. Owner/Interested Party Presentation
- F. Close Public Hearing
- G. Board Discussion/Determination

INFORMATIONAL ITEMS ONLY:

9. DPM Monthly Report

10. Financial Statements

Financial Statements as of May 31, 2021

11. Exterior Home Paint Color Palettes

Exterior Home Paint Color Palettes and process for approval.

12. Deed Compliance Statistics

Deed Compliance Statistics March 1, 2015 through May 31, 2021.

REPORTS AND INPUT:

13. District Manager Reports

- A. CDD Orientation & Resident Academy
- B. Momentum Meeting
- C. Government Day
- D. Community Watch Accreditation
- E. Sumter County BOCC Fire & EMS Study Committee

14. District Counsel Reports

- A. Fourth Amended and Restated Interlocal Governmental Agreement for Maintenance of Project Wide Improvements

15. Supervisor Comments

A. Supervisor Brown: PWAC After Agenda

16. Adjourn

HOSPITALITY * STEWARDSHIP * INNOVATION & CREATIVITY * HARD WORK

NOTICE

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

The Villages®
Community Development Districts
District 9

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 9

FROM: Jennifer Farlow, District Clerk

DATE: 7/15/2021

SUBJECT: **Approval of the Minutes**

ISSUE: Approval of the Minutes from the Meeting held on June 3, 2021 and the Budget Workshop held on May 17, 2021

ANALYSIS/INFORMATION: Staff requests approval of the Minutes from the Meeting held on June 3, 2021 and the Budget Workshop held on May 17, 2021.

STAFF RECOMMENDATION: Staff recommends approval of the Minutes from the Meeting held on June 3, 2021 and the Budget Workshop held on May 17, 2021.

MOTION: Motion to approve the Minutes from the Meeting held on June 3, 2021 and the Budget Workshop held on May 17, 2021.

ATTACHMENTS:

Description	Type
▣ June 3, 2021 Minutes	Cover Memo
▣ May 17, 2021 Budget Workshop	Cover Memo

**MINUTES OF MEETING
VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 9**

A Meeting of the Board of Supervisors of Village Community Development District No. 9 was held on Thursday, June 3, 2021 at 1:30 p.m. at the Savannah Recreation Center, 1545 Buena Vista Blvd., The Villages, Florida, 32162.

Board members present and constituting a quorum:

Jack Reimer	Chairman
Don Hickman	Vice Chairman
Steve Brown	Supervisor
Michael Dollard	Supervisor
Dan Ruehl	Supervisor

Staff present:

Kenny Blocker	Deputy District Manager
Carrie Duckett	Assistant District Manager
Mark Brionez	District Counsel
Brittany Wilson	Director of Technology and Board Support Services
Barbara Kays	Budget Director
Anne Hochsprung	Finance Director
Mark LaRock	Purchasing Director
Bruce Brown	District Property Management Director
Candy Dennis	Community Standards Manager
Jennifer Farlow	District Clerk
Katie Evans	Assistant to the District Clerk

FIRST ORDER OF BUSINESS: Call to Order

A. Roll Call

Chairman Reimer called the meeting to order at 1:30 p.m. and stated for the record that all Supervisors were present representing a quorum.

B. Pledge of Allegiance

The Chairman led the Pledge of Allegiance.

C. Observation of 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

Chairman Reimer welcomed all those in attendance at the meeting.

E. Audience Comments

No audience comments were received.

CONSENT AGENDA:

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

On MOTION by Don Hickman, seconded by Steve Brown, 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 May 20, 2021.
THIRD ORDER OF BUSINESS: Approval of the Assignment of Agreement RFP #18P-020 Disaster Debris Removal and Disposal Services (Tertiary) with Miller Pipeline, LLC and authorized the Chairman/Vice Chairman to execute the renewal documents.

FOURTH ORDER OF BUSINESS: Adoption of Resolution 21-08: Fiscal Year 2021/22 Proposed Budget

Ms. Kays, Budget Director, advised the Board reviewed in detail and discussed the budget at the May 17, 2021 Budget Meeting, where the Board directed Staff to include a 20% reduction in maintenance assessment revenue. Ms. Kays advised the change is reflected in the Proposed Budget and the tax collector fee was decreased as well. The proposed operating budget is \$2,939,583 which is a decrease of \$1,059,065 or 26.5% from the current year original budget, which is due mainly to the elimination of the transfer to the General R & R. Ms. Kays advised Staff is recommending adoption of Resolution 21-08 to approve the Fiscal Year 2021/22 Proposed Budget for September 2, 2021 at 1:30 p.m. at the Savannah Recreation Center.

Dan Warren, Village of Gilchrist, expressed his thoughts on establishing policy for Working Capital, Villa Roads and General R &R and requested these items be included on the Old Business Status Update. Mr. Warren requested the Board reconsider choosing Option 2 and choose Option 3 in regards to Maintenance Assessment Rates. The Board took no action on this request.

On MOTION by Don Hickman, seconded by Mike Dollard, with all in favor, the Board adopted Resolution 21-08 to approve the Fiscal Year 2021/22 Proposed Budget and set the public hearing to adopt the Fiscal Year 2021/22 Final Budget for September 2, 2021 at 1:30 p.m. at the Savannah Recreation Center.

FIFTH ORDER OF BUSINESS: Old Business Status Update

Kenny Blocker, Deputy District Manager, there were no items on Old Business to be addressed.

**SIXTH ORDER OF BUSINESS: Case No. D9-03-21 VCCDD No. 9 vs Michele Pedersen,
2869 Rain Lily Loop**

A. District Counsel Overview of Public Hearing Process

Mark Brionez, District Counsel, provided an overview of the Public Hearing process as information to the Board and residents in attendance.

B. Swearing In of Those Providing Evidence/Testimony

Jennifer Farlow, District Clerk, administered the swearing-in of those individuals who identified that they would be providing evidence and/or testimony in this case.

C. Open Public Hearing

Chairman Reimer opened the Public Hearing at 1:43 p.m.

D. Staff Presentation of the Facts

Candy Dennis, Community Standards Manager, advised that Case No. D9-03-21, Village Community Development District (VCDD) No. 9 vs. Michelle Pedersen, 2869 Rain Lily Loop, Unit 176, Lot 101, is in violation of the District's Rule to Bring About Deed Compliance and specifically, the Rule that states: "After the Home has been constructed, no reconstruction, additions, alterations or modifications to the Home, or in the locations and utility connections to the Home will be permitted

except with the written consent of the Developer or an architectural review committee appointed by the Developer.” On April 22, 2021 a complaint was received regarding the exterior of the home being painted the incorrect color and on April 23, 2021 the violation was verified and a Deed Restriction Reminder was written. Ms. Dennis advised that after following the Procedures for Compliance of External Deed Restrictions, a Notice of Public Hearing was sent regular mail and certified mail and the property was posted on May 21, 2021. Staff has met with the owner who stated that during the beginning of the pandemic she attempted to visit the office to view the color palettes; however, the offices were closed. The owner’s contractor advised her that her color choice was on the palette and the owner had the home repainted. On March 19, 2020, District 9 eliminated color palettes 4 through 7 and eliminated the bottom two rows of palettes 1 through 3. Ms. Dennis advised that Staff is recommending the Board find the Owner in violation of the District’s Deed Compliance Rule as cited by the Deed Compliance Staff; Owner has seven (7) days to bring the property into compliance; if the property is brought into compliance within seven (7) days of the Order of Enforcement, Case No. D9-03-21 shall be closed; if the property is not brought into compliance within seven (7) days of the Order of Enforcement, impose a \$150 fine to be paid within ten (10) days of the invoice and impose a \$50 daily fine until the property is brought into compliance; it is the owner’s responsibility to contact the Community Standards Department to request a Deed Compliance Officer re-visit the property to confirm compliance; if the fines reach \$1,500, the case shall be turned over to District Counsel to seek all available remedies which may include initiating a lawsuit, seeking an injunction against the Owner and placing a lien on the property and the Chairman shall execute the Order of Enforcement. Ms. Dennis responded to Board inquiries.

E. Owner/Interest Party Presentation

Michelle Pedersen, 2869 Rain Lily Loop, advised in the last few months of 2019, she began preparing to repaint her home and was able to schedule an appointment in January of 2021. Ms. Pedersen stated she did attempt to visit and call the District Office in November and December of 2020. Following communications with her contractor, who stated the color was an approved color, Ms. Pedersen stated she had communication Deed Compliance Staff regarding the base color of the home and the removal of the color palettes from the approved palettes. Ms. Pedersen stated she was advised at

that time that she did not need approval for painting her home as long as it is on the approved color palettes.

Mr. Brionez inquired if Ms. Pedersen believed the color is on the approved list. Ms. Pedersen stated the color was on the color palettes; however, was recently removed from the color palette choices for District 9.

F. Close Public Hearing

Chairman Reimer closed the Public Hearing at 2:06 p.m.

G. Board Discussion/Determination

On MOTION by Mike Dollard, seconded by Steve Brown, with four (4) Supervisors voting “Aye” and Don Hickman voting “Nay”, the Board found the Owner of 2869 Rain Lily Loop, Unit 177, Lot 101 in violation of the District’s Deed Compliance Rule as cited by the Deed Compliance Staff; Owner has ninety (90) days to bring the property into compliance; if the property is brought into compliance within ninety (90) days of the Order of Enforcement, Case No. D9-03-21 shall be closed; if the property is not brought into compliance within ninety (90) days of the Order of Enforcement, impose a \$150 fine to be paid within ten (10) days of the invoice and impose a \$50 daily fine until the property is brought into compliance; it is the owner’s responsibility to contact the Community Standards Department to request a Deed Compliance Officer re-visit the property to confirm compliance; if the fines reach \$1,500, the case shall be turned over to District Counsel to seek all available remedies which may include initiating a lawsuit, seeking an injunction against the Owner and placing a lien on the property and authorized the Chairman to execute the Order of Enforcement.

SEVENTH ORDER OF BUSINESS: Financial Statements

The Financial Statement as of April 30, 2021 was provided to the Board as information.

EIGHTH ORDER OF BUSINESS: DPM Monthly Report

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

Supervisor Hickman requested clarification on the Atwood Villa Roads project and the amount that was budgeted for project completion. Bruce Brown, DPM Director, advised the engineering analysis has been completed and stated Staff will be meeting with the designer, architectural engineer and the

developer to discuss the villa roads. Mr. Brown advised mill and overlay would resolve the current roadway issue; however, further investigation is needed.

NINTH ORDER OF BUSINESS: District Manager Reports

A. COVID-19 Update

Mr. Blocker advised that the District Offices and recreation centers are open at 100% capacity.

TENTH ORDER OF BUSINESS: District Counsel Reports

Mr. Brionez provided the reminder that there will be a Supervisor only training for Ethics, Sunshine and Public Records Law on June 15, 2021 at 9:00 a.m. offered remotely via a phone or computer and requested any interested Supervisors notify the District Clerk.

ELEVENTH ORDER OF BUSINESS: Supervisor Comments

A. Supervisor Brown: PWAC After Agenda

Supervisor Brown advised that the After Agenda for the Project Wide Advisory Committee (PWAC) meeting held on June 3, 2021 has been provided to the Board as information and stated majority of the meeting was spent discussing a letter that PWAC Chairman Wiley had written to the Sumter Landing Community Development District (SLCDD) Board and the updated Amendment Four to the Interlocal Agreement.

Supervisor Ruehl requested information regarding the requirements for repainting homes be provided and reviewed to ensure the rules and regulations are available to the residents. Ms. Duckett advised residents are encouraged to contact Community Standards when making any change or modification to the exterior of their home. The Community Standards Staff assists with educating residents on the specific rules of the District in which they reside in.

Supervisor Hickman requested the review of the fixed asset report remain on the Old Business Status Update. Supervisor Hickman requested the categories be defined more specifically. Supervisor Brown concurred. Mr. Blocker advised the item would remain on Old Business.

TWELFTH ORDER OF BUSINESS: Adjourn

The meeting was adjourned at 2:31 p.m.

On MOTION by Mike Dollard, seconded by Steve Brown, with all in favor, the Board adjourned the meeting.
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Richard J. Baier
Secretary

Jack Reimer
Chairman

**MINUTES OF MEETING
VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 9**

A Workshop of the Board of Supervisors of Village Community Development District No. 9 was held on Monday, May 17, 2021 at 8:00 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:

Jack Reimer	Chairman
Don Hickman	Vice Chairman
Steve Brown	Supervisor
Michael Dollard	Supervisor
Dan Ruehl	Supervisor

Staff Present:

Kenny Blocker	Deputy District Manager
Bruce Brown	District Property Management Director
Barbara Kays	Budget Director
Anne Hochsprung	Finance Director
Jennifer Farlow	District Clerk

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

A. Roll Call

Chairman Reimer called the meeting to order at 8:00 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 Moment of Silence

The Board observed a moment of silence for those who served their Country and community.

D. Welcome Meeting Attendees

The Board welcomed all those in attendance at the Village Community Development District (VCDD) No. 9 Budget Workshop.

SECOND ORDER OF BUSINESS: Budget Review: Fiscal Year 2021/2022 Recommended Budget

Barbara Kays, Budget Director, advised that a budget packet was provided to the Board. Ms. Kays presented a PowerPoint presentation overview of the Proposed Budget for Fiscal Year 2021/2022 and highlighted the following:

Economic Forecast

Ms. Kays advised that some considerations were taken when preparing the budgets. The Consumer Price Index (CPI) in March 2021 was 2.62% and in April it was 4.16%. The CPI can impact the cost of items. Considerations of the economy include interest rate fluctuations, COVID-19 impacts, supply chain disruptions, price increases for raw materials and the shortage of supplies, as well as the continued growth of The Villages. She advised another consideration is the minimum wage increase and how it affects the contractors and vendors.

Fiscal Year 2021/2022 Revenues

- Maintenance Assessment levels have been kept at the same rate as the current fiscal year.
- An increase of \$147,078 has been budgeted for the District's unrealized gains under the Interest/Miscellaneous revenue line item, which is a change to the budgeting process.
- The District's revenues exceed the expenditures by \$1,235,376; therefore, a transfer to Working Capital has been budgeted.

District 9 Expenditures

- The Project Wide Fund (PWF) cost allocation is \$1,653,161 or 56% of the total budget.
- Transfers to Reserve Funds account for \$200,000 or 7% of the total budget.
- Professional Services account for \$353,126 or 12% of the total budget.
- Utility Services account for \$219,685 or 7% of the total budget.
- Repair and Maintenance projects account for \$313,644 or 11% of the total budget.
- Capital Outlay projects accounts for \$177,326 or 6% of the total budget.

- Personnel & Operating accounts for \$38,524 or 1% of the total budget.

Fiscal Year 2021-2022 Expenditure Comparison

- The total appropriations show a decrease of \$1,043,182 or a 26.1% decrease, which is due to a decrease to the reserves.

Project Wide Allocation

The Fiscal Year 2021/2022 recommended budget for the District 9 PWF cost allocation is \$1,653,161, which is a decrease of \$3,126 or .2% decrease. The District 9 assessable acreage is 1,181.38 acres or 11.37% of the total PWF assessable acreage. The purpose of the PWF is to spread the cost and risk of the common infrastructure and facilities that benefit all residents in the community. The allocation is based on assessable acreage of the District, which is the same methodology used for the annual maintenance assessment and bond assessment.

Fiscal Year 2021-2022 Expenditure Variances

- A 5% or \$8,901 placeholder has been budgeted for Management Fees, which is a reduction from the 10% placeholder utilized in previous years.
- The Deed Compliance cost allocation has a budgeted increase of \$5,925, due to an increase in the number of deed compliance complaints received and the Architectural Review Committee (ARC) applications submitted for the 12 months prior.
- An increase of \$99,034 has been budgeted in the Building/Structure Maintenance line item to address villa road rejuvenator.
- The Landscape Maintenance - Non-Recurring line item has a decrease of \$24,050 budgeted, which is the result of the completion of plant replacement projects for villa entries and cul-de-sacs.

Fiscal Year 2021-2022 Capital Projects

Bruce Brown, District Property Management Director, advised that the roads in Atwood Villas are prematurely deteriorating; water is getting under the pavement and causing the decay of the asphalt layers. Mr. Brown advised that \$177,326 has been budgeted to complete a 2" mill and overlay of these roadways in Fiscal Year 2021/2022, but this will not be completed until the drainage issue is corrected. Mr. Brown advised that Staff has communicated with the Developer about the rapid deterioration, and a review of the drainage and roadways is being completed.

Five Year Capital Improvement Plan

- Fiscal Year 2021/2022 - \$289,854: \$177,326 for the Atwood Villa roads mill and overlay, \$97,343 for road rejuvenator and \$15,185 for villa wall & entry painting.
- Fiscal Year 2022/2023 - \$8,175 for villa wall & entry painting.
- Fiscal Year 2023/2024 - \$7,224 for road rejuvenator
- There are currently no capital projects scheduled for Fiscal Year 2024/2025 and Fiscal Year 2025/2026.

Working Capital and Reserve Balances

Ms. Kays provided an overview of this Board's review and consideration of the Working Capital and Reserve Fund balances:

- At the May 2020 Budget Workshop, the Board was provided with the Fiscal Year 2020/2021 Proposed Budget, a draft of the 5-year CIP and the Working Capital and Reserve Fund Balances.
- In September 2020, the Board adopted the Final Fiscal Year 2020/2021 Budget.
- In December 2020, Staff presented the Working Capital and Reserve Fund Policy/Guidelines which reviewed definitions, usage and current status, provided guidelines provided by the Government of Finance Officers Association (GFOA), other governmental entities, other Villages' Districts' policies and direction and reviewed the District 9 information and options i.e. annual depreciation, Fixed Asset values
- The Net Fixed Asset Report provided an estimated breakdown of District 9 assets by areas of maintenance responsibility i.e. District 9, PWF, Sumter County (Roads).
- In April 2021 Staff provided recommendations for discussion, and the Board provided direction to proceed with Staff's recommendations for the Fiscal Year 2021/2022 Budget.

Ms. Kays advised that in response to the Board's direction, Staff has utilized the following levels for the FY 21/22 Budget:

- Working Capital: Maintain six (6) months of budgeted operating expenses - \$1.25 million
- General Reserves: Based on Fixed Asset Record Split - \$8 million reserves to address District 9 infrastructure and \$5 million addresses District 9-owned PWF infrastructure.

- Road Reserves: Based on estimated mill and overlay costs for the next 10 years - \$2.5 million.

Ms. Kays advised transfers would be made during the current year. In Working Capital, the ending balance would become \$1.3 million and \$13 million in General R & R. Funds would also be moved into Roads R & R in the amount of \$500,000, and \$2 million would be moved from surplus working capital into the Road R & R.

Maintenance Assessments

Ms. Kays provided an overview of the District 9 maintenance assessment history, 15 year projections and presented three (3) scenarios for the Board's consideration:

- Scenario 1 – Maintains the maintenance assessment rates at the current level. At the end of the 15 years, the estimated ending balance of Working Capital is \$17 million, the General R & R estimated ending balance is \$13 million and the estimated ending balance of the Road R & R is \$3 million. Ms. Kays stated that a balance of \$17 million in Working Capital is not the direction the Board has been discussing.
- Scenario 2 - Includes a 20% reduction to the current maintenance assessments level. At the end of the 15 years, the estimated ending balance of Working Capital is \$7 million, the estimated ending balance of the General R & R is \$13 million and the estimated ending balance of the Road R & R is \$3 million.
- Scenario 3 - Includes a 30% reduction to the current maintenance assessments. At the end of the 15 years, the estimated ending balance of Working Capital is \$2 million, the estimated ending balance of the General R & R is \$13 million and the estimated ending balance of the Road R & R is \$3 million.

Ms. Kays advised that a maintenance assessment schedule has been provided to the Board and provides the impacts of the maintenance assessment scenario decreases this results in a reduction for villa home units of \$120-\$145, home units of \$220-\$245 and premier home aunits of \$440 - \$475. Staff responded to Supervisors' inquiries.

Dan Warren, Village of Gilchrist, re-adressed his concerns with the Board about the reserve fund levels being retained by the District, and stated that it is his opinion that the Working Capial and General R & R balances should be reduced, in addition to the current maintenance assessment levels. Mr.

Warren recommended that the Board maintain a balance of \$8 million in the Working Capital and Reserve Funds and reduce the existing maintenance fee level by 50%.

A resident of Mission Hills voiced concern that the residents of the Lofts will have the benefit of the District's large reserve funds, and potentially reduced maintenance assessment level, but have not assisted in building the District's reserve fund levels, as residents who have resided in the District for many years have done.

Following discussion of the Board and Staff, the Board directed Staff to proceed with Option 2 at a 20% reduction.

Debt Service Funds

Ms. Kays advised that the Debt Service Funds are as follows:

- 2021 Special Assessment Bonds – Expenditure Total: \$3,244,756
- 2012 Special Assessment Bonds – Expenditure Total: \$3,745,968
- 2016 Special Assessment Bonds – Expenditure Total: \$104,506

Ms. Kays advised that Staff will request that the Board approve the proposed budget and the maintenance assessment rates at the June 3, 2021 meeting. A Public Hearing will be held on September 2, 2021 at which time the Board will adopt the Fiscal Year 2021/2022 Budget and capital improvement plan.

THIRD ORDER OF BUSINESS: District Manager Reports

There was no District Manager Report.

FOURTH ORDER OF BUSINESS: District Counsel Reports

There were no District Counsel Reports.

FIFTH ORDER OF BUSINESS: Supervisor Comments

There were no additional Supervisor Comments.

SIXTH ORDER OF BUSINESS: Adjourn

The meeting was adjourned at 9:09 a.m.

On MOTION by Don Hickman, seconded by Steve Brown, with all in favor, the Meeting was adjourned
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Richard J. Baier
Secretary

Jack Reimer
Chairman

The Villages®
Community Development Districts
District 9

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 9

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

DATE: 7/15/2021

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

ISSUE:

Review and approval of Annual Agreement Renewal for the Village Community Development District #9 Board.

ANALYSIS/INFORMATION:

The agreement listed below requires renewal for the fiscal year 2021-2022. The agreement type and annual agreement amount (**there is no price change with this renewal**) is listed for your information.

Contractor	Contract #	Type	Area/Service	Annual Agreement Amount
PFM Asset Management LLC Renewal Ten	10P-015	Investment Advisory Services	VCDD9 (Proportional)	Proportional Pricing Per Exhibit A of Agreement

STAFF RECOMMENDATION:

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

MOTION:

Motion to approve the above referenced Annual Agreement Renewal and authorize Chair/Vice Chair to sign the renewal document.

ATTACHMENTS:

Description	Type
❑ VCDD9 PFM Asset Mgmt 10P-015 Renew10	Exhibit

**RENEWAL TEN TO THE AGREEMENT BETWEEN
VILLAGE COMMUNITY DEVELOPMENT DISTRICT #9
AND PFM ASSET MANAGEMENT LLC
FOR INVESTMENT ADVISORY SERVICES
RFP #10P-015**

THIS RENEWAL is entered into this 15th day of July 2021, by and between VILLAGE COMMUNITY DEVELOPMENT DISTRICT #9 (VCDD9), whose mailing address is 984 Old Mill Run, The Villages, FL 32162 and PFM ASSET MANAGEMENT LLC (CONSULTANT) whose mailing address is 300 S. Orange Avenue, Suite 1170, Orlando, FL 32801.

RECITALS

WHEREAS, VCDD9 and CONSULTANT entered into Agreement RFP #10P-015 for Investment Advisory Services (AGREEMENT) on behalf of VCDD9 dated September 2, 2011 with option to renew annually, if agreed to in writing by both parties; and

WHEREAS, VCDD9 and CONSULTANT entered into Renewal One to the AGREEMENT on September 7, 2012, effective October 1, 2012; and

WHEREAS, VCDD9 and CONSULTANT entered into Renewal Two to the AGREEMENT on September 12, 2013, effective October 1, 2013; and

WHEREAS, VCDD9 and CONSULTANT entered into Renewal Three to the AGREEMENT on September 11, 2014, effective October 1, 2014; and

WHEREAS, VCDD9 and CONSULTANT entered into Renewal Four to the AGREEMENT on September 10, 2015, effective October 1, 2015; and

WHEREAS, VCDD9 and CONSULTANT entered into Renewal Five to the AGREEMENT on September 12, 2016, effective October 1, 2016; and

WHEREAS, VCDD9 and CONSULTANT entered into Renewal Six to the AGREEMENT on August 16, 2017, effective October 1, 2017; and

WHEREAS, VCDD9 and CONSULTANT entered into Renewal Seven and Amendment One to the AGREEMENT on August 17, 2018, effective October 1, 2018; and

WHEREAS, VCDD9 and CONSULTANT entered into Renewal Eight to the AGREEMENT on July 18, 2019, effective October 1, 2019; and

WHEREAS, VCDD9 and CONSULTANT entered into Renewal Nine to the AGREEMENT on October 15, 2020, effective October 15, 2020; and

WHEREAS, VCDD9 and CONSULTANT desire to renew the existing AGREEMENT which expires on September 30, 2021, as set forth below.

**RENEWAL TEN TO THE AGREEMENT BETWEEN
VILLAGE COMMUNITY DEVELOPMENT DISTRICT #9
AND PFM ASSET MANAGEMENT LLC
FOR INVESTMENT ADVISORY SERVICES
RFP #10P-015**

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and conditions contained herein, VCDD9 and CONSULTANT agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.
2. VCDD9 and CONSULTANT hereby renew the AGREEMENT and any Amendments thereto through September 30, 2022. The AGREEMENT and all Amendments are hereby incorporated into this paragraph.
3. For the satisfactory performance of the services outlined in the AGREEMENT and this Renewal, VCDD9 agrees to pay to CONSULTANT their proportionate share of total District cost of Twenty Thousand and 00/100 Dollars (\$20,000.00) to be shared by all Village Community Development Districts.
4. VCDD9 and CONSULTANT 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, said VCDD9 has caused this Renewal to be executed in its name by the Chairman of the VILLAGE COMMUNITY DEVELOPMENT DISTRICT #9, attested by the clerk of said VCDD9, and PFM ASSET MANAGEMENT LLC has caused this Renewal to be executed in its name by its authorized representative, attested to and has caused the seal of said limited liability company to be hereto attached (if applicable), all on the day and year written above.

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT #9**

PFM ASSET MANAGEMENT LLC

By: _____

By: _____

Print Name

Print Name

Print Title

Print Title

Date

Date

Attest

Attest

Distribution of PFM Annual Fee Based on Investable Balances
Monthly Payment Calculation
2021-22

District	9/30/2021 Net Investable Funds	Percent of Total, All Districts	Distribution of Annual Fee 2021-2022	Monthly Allocation	Accounting Expense Code	SL FIT
District No. 1	\$2,069,829.54	0.71%	\$142.00	\$11.82	01001 0000 000.519319	
District No. 2	\$1,629,912.65	0.56%	\$112.00	\$9.33	02001 0000 000.519319	
District No. 3	\$1,868,153.10	0.65%	\$130.00	\$10.83	03001 0000 000.519319	
District No. 4	\$3,274,574.27	1.13%	\$225.75	\$18.80	04001 0000 000.519319	
District No. 5	\$13,409,292.16	4.63%	\$925.75	\$76.15	05001 0000 000.519319	
District No. 6	\$12,694,320.24	4.38%	\$875.75	\$71.98	06001 0000 000.519319	
District No. 7	\$4,914,473.93	1.70%	\$339.75	\$28.30	07001 0000 000.519319	
District No. 8	\$8,086,398.59	2.79%	\$557.75	\$46.28	08001 0000 000.519319	
District No. 9	\$13,792,997.41	4.76%	\$951.75	\$79.11	09001 0000 000.519319	
District No. 10	\$4,306,365.53	1.49%	\$297.75	\$24.80	10001 0000 000.519319	
District No. 11	\$1,941,092.67	0.67%	\$134.00	\$11.17	11001 0000 000.519319	
District No. 12	\$2,876,403.09	0.99%	\$198.00	\$16.49	12001 0000 000.519319	
District No. 13	\$702,415.56	0.24%	\$46.00	\$3.83	13001 0000 000.519319	

Number Districts	\$71,566,228.74	25.00%	\$4,936.25	\$408.89		
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General	\$14,559,444.19	5.03%	\$1,005.75	\$84.00	20001.1011.000.512319	
VOSS	\$1,465,368.90	0.51%	\$102.00	\$8.50	20121 5051 000.539319	
Rlg Acres	\$223,989.57	0.08%	\$16.00	\$1.33	20122 5000 000.539319	
Rd Maint	\$678,946.82	0.23%	\$46.00	\$4.00	20123 5000 000.539319	
Safety	\$11,002,601.93	3.80%	\$759.75	\$63.50	20124 9091 000.522319	
Comm Stds	\$457,373.67	0.16%	\$32.00	\$2.67	20125 8082 000.514319	
RAD	\$46,016,319.79	15.89%	\$3,177.75	\$265.73	20421 1011 000.513319	
LSSA	\$17,160,363.50	5.93%	\$1,185.75	\$98.98	20422 1000 000.536319	
VCSA	\$13,662,302.01	4.72%	\$943.75	\$78.81	20423 1000 000.536319	
TEA	\$29,241.68	0.01%	\$2.00	\$0.17	20425 2000 000.578319	

VCCDD	\$105,255,952.06	36.00%	\$7,270.75	\$607.69		
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LSL	\$1,500,376.13	0.52%	\$104.00	\$8.92	30131 5051 000.539319	
Project Wide	\$7,995,147.67	2.76%	\$551.75	\$46.23	30132 5000 000.539319	
SLAD	\$59,072,081.56	20.40%	\$4,079.75	\$340.03	30431 1011 000.513319	
Fitness	\$3,474,675.73	1.20%	\$239.75	\$20.00	30434 2000 004.575319	\$4.00
					30434 2000 005.575319	\$4.00
					30434 2000 007.575319	\$4.00
					30434 2000 008.575319	\$4.00
					30434 2000 010.575319	\$4.00

SLCDD	\$72,042,281.09	25.00%	\$4,975.25	\$415.18		\$20.00
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NSU	\$33,548,198.41	11.59%	\$2,317.75	\$193.24	40442 1000 536.536319	
SSF	\$2,695,856.26	0.93%	\$186.00	\$15.50	40444 1000 534.534319	
CSU	\$1,653,065.83	0.57%	\$114.00	\$9.50	40445 1000 000.536319	

NSCUDD	\$37,897,120.50	13.00%	\$2,617.75	\$218.24		
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BROWNWOOD	\$2,801,280.75	1.00%	\$200.00	\$16.67	50151 5051 000.539319	
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FY Total	\$289,562,863.14	100.00%	\$20,000.00	\$1,666.67		
	\$0.00					

The Villages®
Community Development Districts
District 9

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 9

FROM: Richard J. Baier, District Manager

DATE: 7/15/2021

SUBJECT: **Resolution 21-09**

ISSUE: Adoption of Resolution 21-09 designating Kenneth C. Blocker as Assistant Secretary.

ANALYSIS/INFORMATION:

District Management continually reviews the operations of the District to ensure that there is continuity in the services provided. To this end, Staff is requesting that all of the Boards appoint Kenneth C. Blocker, Deputy District Manager, as Assistant Secretary. This designation will grant Mr. Blocker signatory authority to carry out the policies of each Board in the event the Secretary to the Board is unavailable.

This action has no impact on the designation of Secretary to the Board, or the designation of the Registered Agent and District Manager.

STAFF RECOMMENDATION: Staff recommends that the Board adopt Resolution 21-09 appointing Kenneth C. Blocker as Assistant Secretary.

MOTION: Motion to adopt Resolution 21-09 appointing Kenneth C. Blocker as Assistant Secretary and authorize the Chair to execute the document.

ATTACHMENTS:

Description	Type
□ Resolution 21-09	Cover Memo

RESOLUTION 21-09

**A RESOLUTION DESIGNATING KENNETH C. BLOCKER
AS ASSISTANT SECRETARY OF VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 9.**

WHEREAS, the Board of Supervisors of the Village Community Development District No. 9 desires to appoint Kenneth C. Blocker as Assistant Secretary;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF THE VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 9:**

1. This Resolution is adopted pursuant to Chapter 190, Florida Statutes and other applicable provisions of law.
2. Kenneth C. Blocker is appointed Assistant Secretary effective July 15, 2021.

THIS RESOLUTION INTRODUCED and ADOPTED by the BOARD OF SUPERVISORS at their regular meeting on July 15, 2021.

ATTEST:

Village Community Development District
No. 9

Richard J. Baier, Secretary

Jack Reimer, Chair

The Villages®
Community Development Districts
District 9

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 9

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

DATE: 7/15/2021

SUBJECT: **Amendment Two and Renewal Two to ITB #18B-016 with Daves Fencing & Painting Inc. for Fencing – 2, 3 & 4 Board Installations, Repairs & Painting**

ISSUE:

Review and approval of Amendment Two and Renewal Two to the Agreement ITB #18B-016 between Village Community Development District #9 and Daves Fencing & Painting Inc. for Fencing – 2, 3 & 4 Board Installations, Repairs & Painting.

ANALYSIS/INFORMATION:

On May 17, 2018, Village Community Development District #9 Board and Daves Fencing & Painting Inc. entered into Agreement ITB #18B-016 for Fencing – 2, 3 & 4 Board Installations, Repairs & Painting with unit pricing for various types of fencing installed. On September 3, 2020, Amendment One added a one-time 3% increase in the 4th year of the Agreement effective October 1, 2020.

As a consequence of supply chain disruptions caused by the pandemic and the resulting escalating cost of lumber, Daves Fencing & Painting Inc. is currently unable to procure lumber at a fair market value for the extensive workload of the District. District staff requested and received “installation only” unit pricing from Contractor to be used when the District utilizes its procurement power to direct purchase lumber until supply chain disruptions are mitigated. District staff is requesting to amend these “installation only” prices to supplement the current Agreement.

The current Agreement expires September 30, 2021. Renewal Two extends the Agreement through September 30, 2022.

BUDGET IMPACT:

Utilizing the District’s procurement power, there should be limited impact to current funds budgeted for this Agreement.

STAFF RECOMMENDATION:

Staff requests approval of Amendment Two and Renewal Two to the Agreement ITB #18B-016 with Daves Fencing & Painting Inc. to supplement the unit prices as reflected in Exhibit A and to renew Agreement through September 30, 2022.

MOTION:

Motion to approve Amendment Two and Renewal Two to the Agreement ITB #18B-016 with Daves Fencing & Painting Inc. to supplement the unit prices as reflected in Exhibit A and to renew Agreement through September 30, 2022; and authorize the Chairman/Vice Chairman to sign the Amendment and Renewal.

ATTACHMENTS:

Description	Type
▣ VCDD9 Daves Fencing 18B-016 Amend2 Renew2	Exhibit

**AMENDMENT TWO AND RENEWAL TWO OF THREE TO THE AGREEMENT BETWEEN
VILLAGE COMMUNITY DEVELOPMENT DISTRICT #9
AND DAVES FENCING & PAINTING, INC. FOR
FENCING – 2, 3 & 4 BOARD INSTALLATIONS, REPAIRS AND PAINTING (RE-BID)
ITB #18B-016**

THIS AMENDMENT and RENEWAL is entered into this 15th day of July 2021, by and between VILLAGE COMMUNITY DEVELOPMENT DISTRICT #9 (VCDD9), whose mailing address is 984 Old Mill Run, The Villages, FL 32162 and DAVES FENCING & PAINTING, INC. (CONTRACTOR), whose mailing address is 9622 County Road 205, Wildwood, FL 34785.

RECITALS

WHEREAS, VCDD9 and CONTRACTOR entered into Agreement ITB #18B-016 for Fencing – 2, 3 & 4 Board Installations, Repairs and Painting Services (AGREEMENT) for properties such as those owned or operated by VCDD9, dated May 17, 2018; and

WHEREAS, VCDD9 and CONTRACTOR entered into Amendment One to the AGREEMENT on September 3, 2020 and effective October 1, 2020; and

WHEREAS, VCDD9 and CONTRACTOR entered into Renewal One to the AGREEMENT on September 3, 2020 and effective October 1, 2020; and

WHEREAS, VCDD9 and CONTRACTOR desire to amend the Agreement pursuant to unforeseen supply chain disruption caused by Covid-19; and

WHEREAS, VCDD9 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, VCDD9 and CONTRACTOR agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.
2. VCDD9 and CONTRACTOR hereby amend the Agreement under “Section 1 - SERVICES BY CONTRACTOR” to incorporate Paragraph 1.1.1 as follows:

<p>1.1.1 CONTRACTOR, for and in consideration of the payments hereinafter, agrees to alternate unit prices for <u>INSTALLATION ONLY</u> for Fencing – 2, 3 & 4 Board Installation, Repairs and Painting as defined in “Exhibit A – Amendment #2” if and when lumber is purchased directly by VCDD9. The amended unit prices are effective July 15, 2021.</p>
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3. VCDD9 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.

4. VCDD9 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.

**AMENDMENT TWO AND RENEWAL TWO OF THREE TO THE AGREEMENT BETWEEN
VILLAGE COMMUNITY DEVELOPMENT DISTRICT #9
AND DAVES FENCING & PAINTING, INC. FOR
FENCING – 2, 3 & 4 BOARD INSTALLATIONS, REPAIRS AND PAINTING (RE-BID)
ITB #18B-016**

IN WITNESS WHEREOF, said VCDD9 has caused this Amendment and Renewal to be executed in its name by the Chairman of the VILLAGE COMMUNITY DEVELOPMENT DISTRICT #9, attested by the clerk of said VCDD9, and DAVES FENCING & PAINTING, INC. has caused this Amendment and 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 #9**

By: _____

Print Name

Print Title

Date

Attest

DAVES FENCING & PAINTING, INC.

By: _____

Print Name

Print Title

Date

Attest

**AMENDMENT #2
 BID #18B-016**

Lines	DESCRIPTION (Including all Equipment, Labor and Materials)	Amendment #2 UNIT PRICE
2 BOARD FENCING		
1	Painting of 2-board fence <u>without</u> animal wire (no spraying – brush and roller only).	\$.72 /LnFt
2	Painting of 2-board fence painted white (2 coats) , <u>without</u> animal wire per specifications (including removal of old fencing).	\$ 1.44 /LnFt
3	Installation of 2-board fence painted, <u>without</u> animal wire per specifications (including removal of old fencing).	\$ 8.74 /LnFt
4	Installation of 2-board fence painted white (2 coats) , <u>without</u> animal wire per specifications (including removal of old fencing).	\$ 9.47 /LnFt
5	*INSTALLATION ONLY of 2-board fence painted, <u>without</u> animal wire per specifications (including removal of old fencing).	\$ 6.05 /LnFt
6	*INSTALLATION ONLY of 2-board fence painted white (2 coats), <u>without</u> animal wire per specifications (including removal of old fencing).	\$ 6.78 /LnFt
3 BOARD FENCING		
7	Painting of 3-board fence <u>without</u> animal wire (no spraying – brush and roller only).	\$.98 /LnFt
8	Painting of 3-board fence painted white (2 coats) , <u>without</u> animal wire per specifications (including removal of old fencing).	\$ 1.96 /LnFt
9	Installation of 3-board fence painted, <u>without</u> animal wire per specifications (including removal of old fencing).	\$ 10.72 /LnFt
10	Installation of 3-board fence painted white (2 coats) , <u>without</u> animal wire per specifications (including removal of old fencing).	\$ 11.70 /LnFt
11	Installation of 3-board fence painted on wetland areas , <u>without</u> animal wire (no vehicle accessibility).	\$ 11.13 /LnFt
12	*INSTALLATION ONLY of 3-board fence painted, <u>without</u> animal wire per specifications (including removal of old fencing).	\$ 7.47 /LnFt
13	*INSTALLATION ONLY of 3-board fence painted white (2 coats), <u>without</u> animal wire per specifications (including removal of old fencing).	\$ 8.45 /LnFt
14	*INSTALLATION ONLY of 3-board fence painted on wetland areas , <u>without</u> animal wire (no vehicle accessibility).	\$ 7.88 /LnFt
4 BOARD FENCING		
15	Painting of 4-board fence (no spraying – brush and roller only).	\$ 1.24 /LnFt
16	Installation of 4-board fence painted, <u>with</u> animal wire per specifications (including removal of old fencing).	\$ 15.50 /LnFt
17	Installation of 4-board fence painted, <u>without</u> animal wire per specifications (including removal of old fencing).	\$ 12.93 /LnFt
18	Installation of 4-board fence painted on wetland areas , <u>without</u> animal wire (no vehicle accessibility).	\$ 13.34 /LnFt
19	*INSTALLATION ONLY of 4-board fence painted, <u>with</u> animal wire per specifications (including removal of old fencing).	\$ 11.68 /LnFt
20	*INSTALLATION ONLY of 4-board fence painted, <u>without</u> animal wire per specifications (including removal of old fencing).	\$ 9.11 /LnFt
21	*INSTALLATION ONLY of 4-board fence painted on wetland areas , <u>without</u> animal wire (no vehicle accessibility).	\$ 9.52 /LnFt
ANIMAL FENCING		
22	Installation of Animal Fencing – 2" x 4" welded wire, min. 14 gauge.	\$ 13.34 /LnFt

**AMENDMENT #2
BID #18B-016**

Additional Services (if needed)

DESCRIPTION (Including all Equipment, Labor and Materials) (As needed Only)	Amendment #2 UNIT PRICE
Post Each 5" - 6" x 7' Treated Domestic, Installed & Painted (if applicable)	\$ 23.07 /Each
*Post Each (INSTALLATION ONLY) District Supplied Lumber 5" - 6" x 7' Treated Domestic, Installed & Painted (if applicable)	\$ 12.98 /Each
Board Each 1" x 6" x 16' Treated Domestic Installed & Painted (if applicable)	\$ 17.30 /Each
*Board Each (INSTALLATION ONLY) District Supplied Lumber 1" x 6" x 16' Treated Domestic Installed & Painted (if applicable)	\$ 8.81 /Each
Labor (per hour) (To include any potential board and wire install)	\$ 25.75 /Each
Power washing of Fencing if required (by Linear Foot)	\$ 0.31 /LnFt
8" x 8" x 5' Post Installed (District 12 / Village of Fenney)	\$ 58.45 /Each
*8" x 8" x 5' Post Installed (District 12 / Village of Fenney) (INSTALLATION ONLY) District Supplied Lumber	\$ 30.00 /Each
6" x 6" x 8' Timbers Installed (District 12 / Village of Fenney)	\$ 31.57 /Each
*6" x 6" x 8' Timbers Installed (District 12 / Village of Fenney) (INSTALLATION ONLY) District Supplied Lumber	\$ 15.00 /Each

*Due to an increase in lumber costs and any future supply chain issues, the District may exercise an option to direct purchase boards and posts tax free and pay Contractor the unit prices agreed upon under Highlighted Sections for Amendment #2.

Supply and Install lines for Vendor Supplied Lumber will be temporarily put on hold until COVID Pandemic Induced Supply and Demand issues subside.

Proposer agrees to supply all other products and services at the prices proposed above in accordance with the terms, conditions and specifications contained in the Bid

Billy Ray Daves - Owner/President
Vendor Authorized Agent Name, Title (Print)

B.R. Daves 6/8/21
Authorized Signature Date

Michael Harris
District Authorized Agent Name, Title (Print)

M. Harris 6-8-21
Authorized Signature Date

Name of Proponent's Firm:

Daves Fencing & Painting, Inc.

The Villages®
Community Development Districts
District 9

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 9

FROM: Richard J. Baier, District Manager

DATE: 7/15/2021

SUBJECT: **Fourth Amended and Restated Interlocal Governmental Agreement for Maintenance of Project Wide Improvements**

ISSUE:

Review and discussion pertaining to the Fourth Amended and Restated Interlocal Governmental Agreement for Maintenance of Project Wide Improvements.

ANALYSIS/INFORMATION:

At the June 3, 2021 meeting of the Sumter Landing Community Development District (SLCDD), the Board requested Staff present the Fourth Amended and Restated Interlocal Governmental Agreement for Maintenance of Project Wide Improvements (Agreement) to all participating Districts. As indicated in the formal motion by the SLCDD Board, the Agreement as presented is being offered through August 31, 2021.

The following information is included to provide a history of the development of the Agreement and associated changes;

At the January 2021 Project Wide Advisory Committee (PWAC) Meeting, District 12 Supervisor Jon Roudabush presented the concept of establishing a second Project Wide Advisory Committee for the stewardship of common infrastructure south of S.R. 44. The PWAC directed Staff to present additional information to the PWAC and SLCDD at their March 2021 meetings.

On March 8, 2021, Staff provided a comprehensive presentation to the PWAC and SLCDD regarding the concept, which was subsequently reviewed with all parties to the existing agreement. The PWAC unanimously approved proceeding with a separate Project Wide Fund (PWF)/PWAC south of SR 44 beginning October 1, 2022. Most notably, the presentation addressed that as the continued growth of The Villages proceeds south of S.R. 44, Districts 12 and 13 are being developed with notable differences to the infrastructure, design, geomorphology and maintenance characteristics compared to the Districts located between C.R. 466 and S.R. 44.

Moreover, the SLCDD Board formally approved the concept of a PWF/PWAC south of SR 44, and directed District Counsel to begin drafting the necessary documents. The SLCDD communicated that a critical element for the success of a PWF/PWAC south of S.R. 44 is that every signatory to the current Project Wide Agreement would have to unanimously approve this new structure, otherwise, the existing Project Wide Agreement from August 2019 would remain in effect. The current agreement is in effect for

eighteen (18) more years with the following participating Districts; VCDD No. 5-13, Sumter Landing Community Development District and Brownwood Community Development District. With concurrence from the PWAC, Chairman Don Wiley developed additional recommendations for the SLCDD to consider to further refine the development of a new agreement. The recommendations included;

- 1) Exhibit A would not be changed or amended without first obtaining the recommendation from the Project Wide Advisory Committee (PWAC).
- 2) Exhibit A to be updated with maps/graphics depicting all properties currently included Exhibit A of the Project Wide Agreement in addition to its current textual content, and any future additions shall also contain the same textual and graphical information of the properties under consideration for inclusion.
- 3) The term on the agreement should be modified to 10 years with a 10-year renewal cycle.
- 4) The content and essence of SLCDD Resolution 13-5 (PWAC Establishing Resolution) be included in the updated Project Wide Agreement. Additionally, the conflict resolution agreement (section 3) of SLCDD Resolution 17-11 should be included with these additions to the Project Wide Agreement. Resolution 17-11 shall continue to stand as written.
- 5) Annually, and as situations may require, the Chairman of the SLCDD would attend a PWAC meeting to discuss any issues or concerns and provide feedback to the PWAC concerning upcoming or pending community direction and plans.

As presented, the Fourth Amended and Restated Interlocal Governmental Agreement for Maintenance of Project Wide Improvements encompasses all of the recommendations noted above. Furthermore, VCDD No. 12 and 13, and all associated infrastructure and improvements, have been removed from the Agreement.

The Districts that would remain as parties to the Agreement include VCDD No. 5-11, Sumter Landing Community Development District and Brownwood Community Development District. The cost for maintaining the infrastructure incorporated in the Agreement will continue to be allocated based upon each District's assessable acreage. In addition to the modification of the term of the Agreement, there is also language that provides the Agreement shall automatically renew for a successive ten (10) year period unless at least one party provides notice to the other parties of an intention to non-renew or request a modification to the contract at least eighteen (18) months prior to the end of any term. With respect to assignment of the Agreement, the language provides that it may not be assigned by any party except to a governmental entity.

STAFF RECOMMENDATION:

The Fourth Amended and Restated Interlocal Government Agreement for Maintenance of Project Wide Improvements reflects a cooperative effort from all participating Districts. The modifications to the Agreement effectively release VCDD No. 12 and 13, and enhance the expectations and responsibilities of all parties. The Agreement as presented is a strong work product that District Management can confidently present to each party for review and direction.

MOTION:

Staff requests the Board review, discuss and provide direction.

ATTACHMENTS:

Description	Type
❑ Fourth Amended and Restated Interlocal Agreement	Cover Memo

**FOURTH AMENDED AND RESTATED
INTERLOCAL GOVERNMENTAL AGREEMENT
FOR
MAINTENANCE OF PROJECT WIDE IMPROVEMENTS**

This **FOURTH AMENDED AND RESTATED INTERLOCAL GOVERNMENTAL AGREEMENT** (“Agreement”) is made effective October 1, 2022 (the “Effective Date”), among VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 5, VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 6, VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 7, VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 8, VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 9, VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 10, VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 11, BROWNWOOD COMMUNITY DEVELOPMENT DISTRICT and SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT (sometimes collectively referred to as the “Parties”),

GENERAL RECITALS

1. The Villages of Lake-Sumter, Inc. (“VLS”) is the developer of the Villages of Sumter and the Villages of Fruitland Park, each a mixed-use Development of Regional Impact, and other areas within Lake and Sumter Counties south of the northly right-of-way of CR466 and north of the Southerly right-of-way of SR44 (a territory referred to herein as the “Project”), all of which form parts of an larger developed area commonly known and referred to as The Villages.

2. Pursuant to the development of the Project, VLS has created Community Development Districts pursuant to Chapter 190, Florida Statutes (the “Act”).

3. Certain improvements and facilities constructed within the Project (as defined herein) extend beyond the geographic boundaries of each of the Districts geographic boundaries and benefit all of the residents of the Project (the “Project Wide Improvements”).

4. Pursuant to the Act, particularly Section 190.011(12) and pursuant to Section 163.01, Florida Statutes, Community Development Districts may provide by Interlocal Agreement for certain services to be provided by one District on behalf of another District.

5. The Districts within the Project desire to enter into this Agreement to efficiently and cooperatively provide for the maintenance of Project Wide Improvements.

RECITALS OF AGREEMENT HISTORY

6. Effective August 29, 2003, Village Community Development District No. 5 and Sumter Landing Community Development District (“SLCDD”) entered into an Interlocal Governmental Agreement for Maintenance of Project Wide Improvements, which provided for the joinder of subsequently formed districts within the Project territory which

at that time comprised the portion of the Villages of Sumter DRI from CR 466A north through CR 466.

7. On November 17, 2006, Village Community Development District No. 5 and Sumter Landing Community Development District entered into an Amended and Restated Interlocal Governmental Agreement for Maintenance of Project Wide Improvements (the "First Amended and Restated Agreement"), in which the Project territory subject to the First Amended and Restated Agreement was expanded to include the area from the southerly right-of-way of SR44 north to the northerly right-of-way of CR 466A. All other Parties subsequently joined in the Agreement as amended from time to time and in effect at the time of each respective joinder.

8. Effective May 1, 2010, all Parties in existence at that time entered into a Second Amended and Restated Interlocal Governmental Agreement for the Maintenance of Project Wide Improvements (the "Second Amended and Restated Agreement"), in which further revisions were made.

9. After the adoption of the Second Amended and Restated Agreement, VLS continued to form community development districts pursuant to the Act including Village Community Development District No. 11, Village Community Development District No. 12 and Village Community Development District No. 13. Each of these Districts executed a joinder agreement to participate in the Agreement then in effect. A Third Amended and Restated Interlocal Agreement for the Maintenance of Project Wide Improvements (the "Third Amended and Restated Agreement") was made to further expand the Project territory to incorporate those Districts and areas south of the southerly right-of-way of SR 44 developed or to be developed in the future as part of The Villages.

RECITAL OF PRESENT INTENT

10. Village Community Development District No. 12 and Village Community Development District No. 13, acting through their boards and with the consent of all Parties, have determined to terminate their participation in this Agreement and to enter into a separate interlocal agreement with SLCDD for maintenance of project wide improvements within their respective boundaries, and it is anticipated that any future community development districts established by VLS south of SR 44 will join and participate in that new interlocal agreement instead of this Agreement; accordingly, the remaining Parties desire to limit the Project territory to exclude the areas South of SR 44 and otherwise modify terms as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties agree that the Second Amended and Restated Agreement shall be amended by restating in this Fourth Amended and Restated Interlocal Governmental Agreement for Maintenance of Project Wide Improvements as follows:

1. **AUTHORITY.** This Agreement is entered pursuant to the authority set forth in Chapters 163 and 190, Florida Statutes.

2. **DEFINITIONS.** Capitalized terms used and not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Act.

3. **PROJECT WIDE IMPROVEMENTS.** For the purposes of this Agreement, Project Wide Improvements shall include those improvements specifically described and depicted on the maps and graphics attached in *Exhibit "A"*. As additional Project Wide Improvements are developed within the Project, Exhibit "A" may be modified by resolution of SLCDD, provided that the same has been considered for recommendation by the PWAC as set forth in Paragraph 6 below. The Project Wide Improvements do not include any improvements owned by Village Community Development District No. 12 or Village Community Development District No. 13.

4. **MAINTENANCE OF PROJECT WIDE IMPROVEMENTS.** SLCDD shall coordinate and supervise the maintenance of Project Wide Improvements. SLCDD shall follow the procedures set forth in Florida Statutes in requesting proposals, bidding and entering into contracts for such maintenance services.

5. **ALLOCATION OF COSTS.** The actual costs of maintaining the Project Wide Improvements shall be allocated among all of the Community Development Districts within the Project based upon the proportion of assessable acreage in each District represents to the total assessable acreage within the Project. Each District shall remit its proportionate share within ten (10) days of invoice from the Sumter Landing Community Development District.

6. **PROJECT WIDE ADVISORY COMMITTEE.** SLCDD has, by resolutions, established a Project Wide Advisory Committee ("PWAC") to provide input, explore issues and provide advice and recommendations on issues related to maintenance of Project Wide Improvements. Each Party, other than SLCDD, shall provide a Supervisor from its own board to serve on the PWAC. As they relate to Project Wide Improvements, the resolutions provide that duties of the PWAC include monitoring and recommending pertinent and significant aspects of the project wide maintenance process, and specifically to i) review and recommend an annual budget to SLCDD, review budget to actual statements and review and recommend all capital expenditures through the budget process or outside the budget process as the need develops; ii) review and recommend all contract renewals and bid and proposal awards to SLCDD; and iii) explore significant and important issues, including but not limited to any changes or amendments to Exhibit "A" as they arise and provide advice and recommendations to the board. It is the intent of SLCDD to enact, adopt, or put into place those rules, policies, procedures and other actions of the PWAC within the scope of PWAC powers and to approve and enter into those contracts and disburse those funds necessary and proper to implement the actions of the PWAC. The resolutions provide that should the SLCDD not agree with the PWAC recommendations and if a delay will not

adversely affect operations, a joint meeting shall be scheduled between SLCDD and PWAC to discuss the recommendation prior to final action of the SLCDD. Annually, and as situations may require, the Chairman of the SLCDD or the Chairman's designee shall attend a PWAC meeting to discuss any issues or concerns and provide feedback to the PWAC concerning upcoming or pending community direction and plans.

7. **TERM.** Unless earlier terminated or extended by mutual agreement of parties, this Agreement shall expire ten (10) years from the date hereof. This Agreement shall automatically renew for successive ten (10) year periods unless at least one Party provides notice to the other Parties of an intention to non-renew or request modification of the contract at least eighteen (18) months prior to the end of the initial term or any renewal term.

8. **AMENDMENT.** Except as set forth above, this Agreement may be modified in writing only by the mutual agreement of the Parties in accordance with their respective laws, rules and procedures.

9. **SEVERABILITY.** If any one of more of the covenants, agreements, or provisions of this Agreement shall be held contrary to any expressed provision of law or contrary to any policy or expressed law, although not expressly prohibited, contrary to any expressed provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void, and shall be deemed separate from the remaining covenants, agreements, or provisions of this Agreement.

10. **MATTERS UNAFFECTED.** No right or obligation that may currently or subsequently exist respecting the parties and their relationship one to the other shall be deemed waived or otherwise affected by this Agreement unless such right or obligation is specifically addressed herein.

11. **ASSIGNMENT.** This Agreement may not be assigned by any party except to a governmental entity.

12. **EFFECTIVE DATE.** This Agreement shall become effective on October 1, 2022.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representative.

ATTEST:

Print Name: _____
Title: _____

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

Print Name: _____
Title: _____

ATTEST:

Print Name: _____
Title: _____

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 6**

Print Name: _____
Title: _____

ATTEST:

Print Name: _____
Title: _____

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 7**

Print Name: _____
Title: _____

ATTEST:

Print Name: _____
Title: _____

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 8**

Print Name: _____
Title: _____

ATTEST:

Print Name: _____
Title: _____

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 9**

Print Name: _____
Title: _____

ATTEST:

Print Name: _____
Title: _____

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO.
10**

Print Name: _____
Title: _____

ATTEST:

Print Name: _____
Title: _____

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO.
11**

Print Name: _____
Title: _____

ATTEST:

Print Name: _____
Title: _____

**BROWNWOOD COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Title: _____

ATTEST:

Print Name: _____
Title: _____

**SUMTER LANDING
COMMUNITY DEVELOPMENT
DISTRICT**

Print Name: _____
Title: _____

The Villages®
Community Development Districts
District 9

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 9

FROM: District Staff

DATE: 7/15/2021

SUBJECT: **Old Business Status Update**

ISSUE: Old Business Status Update - July 15, 2021

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
▣ Old Business Status Update	Cover Memo

VCDD No. 9 Old Business Status Update

ITEM	DATE ADDED	ASSIGNED DEPT	ACTION	STATUS (If Applicable)	COMPLETE
Atwood Villa Roadways	May 2021	DPM		Update provided to Board via email on July 1, 2021. DPM is working with Civil Engineer on the proposed inspection of the underdrain system.	
Color Palette discussion	6/3/21	COMMUNITY STANDARDS	The Board requested the item included on the agenda for discussion.		
Provide the Board with a process residents must follow regarding re-painting of homes	6/3/21	COMMUNITY STANDARDS			
Review of Fixed Asset Report	6/3/21	BUDGET		The item will be addressed following the budget adoption	
Non- VCDD No. 9 Items					

The Villages®
Community Development Districts
District 9

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 9

FROM: Richard Baier, District Manager

DATE: 7/1/2021

SUBJECT: **Case No. D9-04-21 VCDD No 9 vs. Joseph Tiro, 631 Bradford Loop**

ISSUE:

ANALYSIS/INFORMATION:

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

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

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

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

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

STAFF RECOMMENDATION:

MOTION:

The Villages®
Community Development Districts
District 9

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 9

FROM: DPM Staff

DATE: 7/15/2021

SUBJECT: **DPM Monthly Report**

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
□ DPM Report D9	Cover Memo

The Villages®

Community Development Districts

Property Management

District 9

July 2021

LANDSCAPE DIVISION

Upcoming Projects:

1. Developing plans to enhance landscape at the following sites:
 - Cul-de-sac in unit 213, 225, 226, 229

Prior Month Project Status:

1. In progress landscape enhancements (*have been delayed due to weather conditions*):
 - Defoe Terrance - replace declining Jasmine with Liriope
 - Bonifay Path - replace declining Jasmine with Liriope
 - Eastfield Path - replace declining Jasmine with Liriope
 - Euclid Terrance - fill in Stokes Dwarf Holly
 - Java Terrance - replace declining Jasmine with Liriope
 - Apache Court - fill in Juniper
 - Yerling Court - fill in Jasmine
 - Amherst Way - fill in Jasmine

Completed Project:

1. Removed and/or replaced dying and missing plant material with new landscaping:
 - Duke Terrace - fill in Jasmine bed
 - Adrienne Way – fill in Jasmine bed
 - Silk Tree Terr – fill in Jasmine bed
 - Falling Tree Ct – fill in Jasmine and Walters Viburnum
 - Bonifay Path - replace declining Jasmine with Liriope.

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.

The Villages®

Community Development Districts

Property Management

WATER RESOURCE DIVISION

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

1. Spring Hydrilla treatment for the following basins: D9-11 (Bonifay/Fort Walton, hole 7), D9-27 (Reading Rd).

General Maintenance:

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

INFRASTRUCTURE DIVISION

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

1. Interior painting of tunnels B12, B14, B15, B16, B17, B18 have been postponed until October.

Completed Projects:**General Maintenance:**

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

The Villages®
Community Development Districts
District 9

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 9

FROM:

DATE: 7/15/2021

SUBJECT: **Financial Statements**

ISSUE: Financial Statements as of May 31, 2021

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

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

	CFB	FLCLASS	FL PALM	FL-FIT	VANGUARD	FLGIT **	LTIP **
Current Month	0.00%	0.10%	0.07%	0.41%	0.00%	1.16%	3.26%
Year-to-date	0.00%	0.15%	0.11%	0.40%	0.00%	0.26%	5.78%
Prior FY 2020	0.00%	0.26%	0.29%	0.52%	N/A	0.00%	6.43%

The Villages®
Community Development Districts
District 9

Statement of Activity					
For the Eight Months Ending May 31, 2021 (67% of the budget year)					
Original Budget	Budget % used		YTD Actual	PYTD Actual	Variance
		REVENUES:			
\$ 3,812,016	100%	Maintenance and Other Special Assessments	\$ 3,814,765	\$ 3,808,114	\$ 6,651
100	245%	Other Income	245	13,532	(13,286)
54,322	550%	Investment Income	299,042	151,442	147,600
3,866,438	106%	Total Revenues:	4,114,052	3,973,087	140,965
		EXPENSES:			
17,270	43%	Personnel Services	7,342	5,192	2,150
353,621	72%	Management and Other Professional Services	253,844	261,175	(7,331)
219,685	45%	Utility Services	99,151	105,902	(6,751)
1,898,362	64%	Building, Landscape and Other Maintenance	1,222,721	1,174,811	47,910
9,710	70%	Other Expenses	6,803	6,547	257
2,498,648	64%	Total Operating Expenses	1,589,860	1,553,626	36,234
1,500,000	67%	Transfers out of Unrestricted Fund	1,000,004	666,668	333,336
1,500,000	67%	Total Other Changes	1,000,004	666,668	333,336
3,998,648	65%	Total Expenses and Other Changes:	2,589,864	2,220,294	369,571
\$ (132,210)		Change in Unreserved Net Position	\$ 1,524,188	\$ 1,752,793	\$ (228,606)
		Total Cash, Net of Bond Funds	\$ 17,921,758	\$ 15,918,507	\$ 2,003,251
		Fund Balance			
		Unassigned	8,132,849	7,512,044	
		Committed R and R General	9,366,668	8,366,668	
		Committed R and R Villa Roads	333,336	-	
		Total Fund Balance	\$ 17,832,853	\$ 15,878,712	\$ 1,954,142

The Villages®
Community Development Districts
District 9

CASH AND INVESTMENT SUMMARY
AS OF MAY 31, 2021

Fund Code	Account Name	Bank	Balance as of 10/1/20	Current Balance	Reconciled Yes/No
GENERAL FUND					
001	Cash Operating Acct	CFB	41,087.96	134,039.52	Yes
001	Cash Equiv - FLCLASS	FLCLASS	8,737,431.68	6,591,179.31	Yes
001	Cash Equiv - FL PALM	FLPALM	2,471,765.10	2,473,543.70	Yes
			11,250,284.74	9,198,762.53	
001	Cash - FL-FIT	FLFIT	1,129,096.76	1,883,170.65	Yes
001	Cash - VANGUARD	VAN	-	2,300,021.43	Yes
001	Cash - FLGIT	FLGIT	1,454,703.87	1,957,244.14	Yes
001	Cash - LTIP USB	USB	1,521,679.45	2,582,559.24	Yes
	Sub-total Investments		4,105,480.08	8,722,995.46	
TOTAL - General			15,355,764.82	17,921,757.99	
DEBT SERVICE FUND					
201	Revenue Fund 2011	USB	1,506,717.75	-	Yes
201	Interest Fund 2011	USB	-	-	Yes
201	Prepayment Fund 2011	USB	1,196,022.23	-	Yes
201	Reserve Fund 2011	USB	742,018.75	-	Yes
201	Sinking Fund 2011	SBA	-	-	Yes
201	Redemption Account 2011	SBA	-	-	Yes
201	Revenue Fund 2021	USB	-	541,013.82	Yes
201	Interest Fund 2021	USB	-	-	Yes
201	Prepayment Fund 2021	USB	-	30,857.93	Yes
201	Sinking Fund 2021	USB	-	-	Yes
201	COI Fund 2021	USB	-	18,314.23	Yes
201	Escrow Fund 2021	USB	-	-	Yes
202	Revenue Fund 2012	USB	1,173,295.74	1,102,074.95	Yes
202	Interest Fund 2012	USB	-	-	Yes
202	Prepayment Fund 2012	USB	780,272.33	175,508.33	Yes
202	Reserve Fund 2012	USB	710,607.81	710,607.81	Yes
202	Sinking Fund 2012	SBA	-	-	Yes
202	Capital Interest 2012	SBA	-	-	Yes
203	Revenue Fund 2016	USB	9,100.83	6,412.36	Yes
203	Prepayment Fund 2016	USB	49,909.08	564.96	Yes
203	Sinking Fund 2016	SBA	-	-	Yes
	Sub-total Debt Service		6,167,944.52	2,585,354.39	
CAPITAL PROJECT FUND					
301	Deferred Cost 2011	USB	27,168.75	-	Yes
302	Deferred Cost 2012	USB	21,420.32	-	Yes
	Sub-total Debt Service		48,589.07	-	
TOTAL - Trust			6,216,533.59	2,585,354.39	

Grand Totals

21,572,298.41	20,507,112.38
----------------------	----------------------

The Villages®
Community Development Districts
District 9

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 9

FROM: Candice N. Dennis, Community Standards Manager

DATE: 7/15/2021

SUBJECT: **Exterior Home Paint Color Palettes**

ISSUE: Exterior Home Paint Color Palettes and process for approval.

ANALYSIS/INFORMATION:

At the June 3, 2021 meeting, the Board requested staff to provide the approval process for residents to repaint the exterior of their home in home units. The process is as follows:

ARC approval is not required if the chosen color is the color used at the time of original construction, a color included on the current District approved color palettes 1, 2 and 3, a color within the hue range of palettes 1, 2 and 3 or the siding/cladding is harmonious with the remainder of the home. For purposes of this section, the gable on the home is considered an accent and may be painted a color that varies from the base color so long as it is on the approved color palette or within the hue range of the palette. The bottom two (2) rows for color palettes 1, 2 and 3 shall be utilized as trim or accent only. Color palettes may not be commingled. Only solid colors are permitted. Hot, electric, neon or bright colors are not permitted.

STAFF RECOMMENDATION:

MOTION:

The Villages®
Community Development Districts
District 9

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 9

FROM: Candice N. Dennis, Community Standards Manager

DATE: 7/15/2021

SUBJECT: **Deed Compliance Statistics**

ISSUE: Deed Compliance Statistics March 1, 2015 through May 31, 2021.

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
▣ Deed Compliance Statistics	Cover Memo

District 9
Deed Compliance Complaints
3/1/15 through 5/31/21

	Complaints				Written Violations			Public Hearing	
	Total	Name Given	Anonymous		Total	Name Given	Anonymous	Name Given	Anonymous
2015 / 10 mos	458	18	440		38	2	36	0	0
2016	537	68	469		63	9	54	0	0
2017	418	10	408		67	3	64	0	0
2018	411	11	400		28	0	28	0	1
2019	311	21	290		28	3	25	0	3
2020	421	62	359		23	17	6	0	1
2021 / 5 mos	75	11	64		10	1	9	0	0
Total	2,556	190	2,366		231	34	213	0	5
Percent of Total		7.4%	92.6%			13.8%	86.2%	0.0%	100.0%

1/1/18 through 5/31/21

3 complaints or more by one individual

2018	3 individuals 1 individual	3 - 8 complaints 9+ complaints
2019	10 individuals 2 individuals	3 - 8 complaints 9+ complaints
2020	1 individual 2 individuals	3 - 8 complaints 9+ complaints
2021 / 5 mos		3 - 8 complaints 9+ complaints

The Villages®
Community Development Districts
District 9

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 9

FROM:

DATE:

SUBJECT: CDD Orientation & Resident Academy

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

The Villages®
Community Development Districts
District 9

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 9

FROM:

DATE:

SUBJECT: Momentum Meeting

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

The Villages®
Community Development Districts
District 9

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 9

FROM:

DATE:

SUBJECT: Government Day

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
□ Save the Date	Cover Memo

SAVE THE DATE

The Villages®
Community Development Districts



GOVERNMENT



DAY



WORKING TO SERVE *you!*

November 6, 2021 • 10AM - 1PM

Eisenhower Regional Recreation Complex (3560 Buena Vista Blvd.)

Stay tuned to DistrictGov.org for more information | (352) 753-4508

The Villages®
Community Development Districts
District 9

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 9

FROM:

DATE:

SUBJECT: Community Watch Accreditation

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
□ CW Accreditation	Cover Memo



The Villages®
Community Development Districts
District 9

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 9

FROM:

DATE:

SUBJECT: Sumter County BOCC Fire & EMS Study Committee

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

The Villages®
Community Development Districts
District 9

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 9

FROM: Mark Brionez, District Counsel

DATE: 7/1/2021

SUBJECT: **Fourth Amended and Restated Interlocal Governmental Agreement for
Maintenance of Project Wide Improvements**

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

The Villages®
Community Development Districts
District 9

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 9

FROM:

DATE:

SUBJECT: Supervisor Brown: PWAC After Agenda

ISSUE: PWAC After Agenda

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
□ PWAC After Agenda	Cover Memo



Project Wide Advisory Committee
Monthly Board Meetings held at:
Savannah Recreation Center
1545 Buena Vista Blvd.
The Villages, Florida 32162

District 5 - Jerry Ferlisi, Primary; Jerry Knoll, Alternate
District 6 - Peter Moeller, Primary; Tom Griffith, Alternate
District 7 - Jerry Vicenti, Primary; Steve Lapp, Alternate
District 8 - Dennis Hayes (VC), Primary; Duane Johnson, Alternate
District 9 - Steve Brown, Primary; Don Hickman, Alternate
District 10 - Don Wiley (C), Primary; Ken Lieberman, Alternate
District 11 - Don Brozick, Primary; Phil Grayber, Alternate
District 12 - Jon Roudabush, Primary; Ron McMahon, Alternate
Brownwood CDD - Ken Stoff, Primary

AFTER AGENDA

July 12, 2021
8:30 AM

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

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

The District Board welcomes participation during public meetings; however, in order to conduct business in an orderly fashion the Board of Supervisors requests you limit your comments to three (3) Minutes. If you have a general comment that is not included as an item on the agenda please come before the Board during the Audience Comments portion of the meeting. If your comment pertains to a specific item on the agenda, the Chairman or Vice-Chairman will request public comments when the item is addressed. Thank you for attending the meeting and for your interest in your local government.

1. Call to Order
 - A. Roll Call – **A representative from Districts 5 – 12**
 - B. Pledge of Allegiance
 - C. Observation of Moment of Silence
 - D. Welcome Meeting Attendees
 - E. Audience Comments – **No audience comments were received.**

Project Wide Fund

CONSENT AGENDA: Recommended approval of the Consent Agenda to the SLCDD Board with no discussion.

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

2. Approval of the Minutes

Approval of the Minutes from the Meeting held on June 3, 2021.

3. Annual Renewal of Agreement 2021-2022

Review and approval to present Annual Agreement Renewal to the Sumter Landing Community Development District Board.

NEW BUSINESS:

4. Award of Request for Proposal (RFP) # 21P-023 District 13 Landscape and Irrigation Maintenance for Basins, Paths and Roadways – **Recommended award of RFP to the SLCDD Board with no discussion.**

Review and approval to present a recommendation of award of Request for Proposals (RFP) #21P-023 District 13 Landscape and Irrigation Maintenance for Basins, Paths and Roadways to the Sumter Landing Community District Board

5. Amendment Two and Renewal Two to ITB #18B-016 with Daves Fencing & Painting Inc. for Fencing – 2, 3 & 4 Board Installations, Repairs & Painting – **Recommended approval to the SLCDD Board following some Staff clarification.**

Review and approval to present Amendment Two and Renewal Two to the Agreement ITB #18B-016 between Sumter Landing Community Development District and Daves Fencing & Painting Inc. for Fencing – 2, 3 & 4 Board Installations, Repairs & Painting at the Sumter Landing Community Development District Board Meeting.

6. Lake Miona Walking Trail Funding Approval

The District is completing design stage of the Lake Miona Walking Trail. PWAC must decide on the final surface type and estimated revised project cost based on the chosen surface type for the Lake Miona Walking Trail so that construction and bid documents can be prepared to allow District Property Management to execute the construction phase of the Lake Miona Walking Trail. – **Following review of five (5) surface alternatives and receipt of audience comments, the Committee provided direction to proceed with the construction of the walking trail utilizing the flexi-pave surface for a total estimated project cost not to exceed \$431,000.**

OLD BUSINESS:

7. Old Business Status Update - PWF – **Staff will forwarded a few possible dates for the trolley tour to the Committee to occur in August or September.**

Old Business – PWF

8. Capital Projects Update - June 2021

INFORMATIONAL ITEMS ONLY:

9. Financial Statement

Financial Statement as of May 31, 2021

Sumter Landing Amenities Division Fund

CONSENT AGENDA: Recommended approval of the Consent Agenda to the SLCDD Board with no discussion.

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

10. Annual Renewal of Agreements 2021-2022

Review and approval to present Annual Agreement Renewals to the Sumter Landing Community Development District Board.

11. Amendment Two to Colony and DeSoto Executive Golf Courses & Landscape Maintenance with ASG Solutions, LLC

Review and approval to present Amendment Two to the Agreement between Sumter Landing Community Development District and ASG Solutions, LLC for Golf Course and Landscape Maintenance for Colony and DeSoto Executive Golf Courses to the Sumter Landing Community Development District Board.

12. Amendment Two to Key Largo Executive Golf Courses & Landscape Maintenance with ASG Solutions, LLC

Review and approval to present Amendment Two to the Agreement between Sumter Landing Community Development District and ASG Solutions, LLC for Golf Course and Landscape Maintenance for Key Largo Executive Golf Courses to the Sumter Landing Community Development District Board.

13. Amendment Two and Renewal One to Sunset Pointe Executive Golf Courses & Landscape Maintenance with ASG Solutions, LLC

Review and approval to present Amendment Two and Renewal One to the Agreement between Sumter Landing Community Development District and ASG Solutions, LLC for Golf Course and Landscape Maintenance for Sunset Pointe Executive Golf Courses to the Sumter Landing Community Development District Board.

14. Amendment One and Renewal Two to Duval and Double Palm Executive Golf Courses & Landscape Maintenance with SSS Down to Earth Opco II, LLC

Review and approval to present Amendment One and Renewal Two to the Agreement with SSS Down to Earth Opco II, LLC for Golf Course and Landscape Maintenance for Duval and Double Palm Executive Golf Courses to the Sumter Landing Community Development District Board.

15. Amendment One to RFP #20P-025 Belvedere Executive Golf Courses with SSS Down to Earth Opco II, LLC

Review and approval to present Amendment One to the Agreement with SSS Down to Earth Opco II, LLC for RFP #20P-025 Belvedere Executive Golf Courses to the Sumter Landing Community Development District Board.

NEW BUSINESS:

16. Amendment Two and Renewal Two to ITB #18B-016 with Daves Fencing & Painting Inc. for Fencing – 2, 3 & 4 Board Installations, Repairs & Painting – **Recommended approval to the SLCDD Board with no discussion.**

Review and approval to present Amendment Two and Renewal Two to the Agreement ITB #18B-016 between Sumter Landing Community Development District and Daves Fencing & Painting Inc. for Fencing – 2, 3 & 4 Board Installations, Repairs & Painting at the Sumter Landing Community Development District Board Meeting.

17. Amendment One and Renewal Two to Big Cypress Executive Golf Courses & Landscape Maintenance with ASG Solutions, LLC – **Recommended approval to the SLCDD Board with no discussion.**

Review and approval to present Amendment One and Renewal Two to the Agreement between Sumter Landing Community Development District and ASG Solutions, LLC for Golf Course and Landscape Maintenance for Big Cypress Executive Golf Courses to the Sumter Landing Community Development District Board.

OLD BUSINESS:

18. Old Business Status Update - SLAD – **All Old Business items have been addressed.**

Old Business – SLAD

19. Capital Projects Update - June 2021
Capital Projects Update - June 2021

INFORMATIONAL ITEMS ONLY:

20. Financial Statement
Financial Statement as of May 31, 2021

REPORTS AND INPUT:

21. District Manager Reports
 - A. Bi-Monthly Executive Golf Update
22. District Counsel Reports
23. Supervisor Comments
Fourth Amended and Restated IGA Agreement:

- **Chairman Wiley advised that he would be making a request to the SLCDD Board to extend the timeframe to negotiate/finalize the revisions to the Agreement.**
- **Supervisor Brozick advised that the District 11 Board reviewed and concurred with the revisions suggested to the Agreement by Mark Brionez, District Counsel.**
- **Supervisor Vicenti requested that Staff forward a copy of the letter and the suggested revisions to the Agreement that have been forwarded to the SLCDD Board by District 7 Counsel, Mike Eckert.**

A. **Chairman Wiley: Consideration to change September 2, 2021 Meeting Date – The Committee changed the meeting date to Monday, August 30, 2021 at 8:30 a.m.**

24. **Adjourn – Meeting was adjourned at 10:35 a.m.**