



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

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

## **AGENDA**

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May 13, 2021  
8:00 AM

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

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

1. Call to Order
  - A. Roll Call
  - B. Pledge of Allegiance
  - C. Observation of Moment of Silence
  - D. Welcome Meeting Attendees
  - E. Audience Comments
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 April 8, 2021.
4. Annual Renewal of Agreements 2021-2022  
Review and approval of Annual Agreement Renewals for the Village Community Development District #7 Board.

### **NEW BUSINESS:**

5. Project Wide Monthly Invoice  
Payment of Project Wide Monthly Invoice
6. VCDD No. 7 Legal Expenses - Hopping Green & Sams  
Review and approval of legal invoices received from Hopping Green & Sams.

## **OLD BUSINESS:**

7. Old Business Status Update  
Old Business Status Update – May 13, 2021
8. Board Discussion: Reschedule Special Meeting

## **PUBLIC HEARINGS:**

9. Case No. D7-02-21 VCDD No. 7 vs. Earl Behringer, 2196 Pilar Place  
\*\*Support documentation for this case can be obtained from the District Clerk's Office\*\*
  - A. District Counsel Overview of Public Hearing Process
  - B. Swearing-In of Those Providing Evidence/Testimony
  - C. Open Public Hearing
  - D. Staff Presentation of the Facts
  - E. Owner/Interested Party Presentation
  - F. Close Public Hearing
  - G. Board Discussion/Determination

## **INFORMATIONAL ITEMS ONLY:**

10. DPM Monthly Report
11. Financial Statements  
Financial Statements as of March 31, 2021
12. Budget Workshop Reminder  
The District 7 Board will hold a Budget Workshop on Tuesday, May 18, 2021 at 11 a.m. at the Savannah Recreation Center.

## **REPORTS AND INPUT:**

13. District Manager Reports
  - A. COVID-19 Update
14. District Counsel Reports
  - A. Legislative Update
15. Supervisor Comments
  - A. District 7 Chairman Vicenti: 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 7**

**AGENDA REQUEST**

**TO:** Board of Supervisors  
Village Community Development District 7

**FROM:**

**DATE:**

**SUBJECT:** Law Enforcement Quarterly Update

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**ISSUE:**

**ANALYSIS/INFORMATION:**

**STAFF RECOMMENDATION:**

**MOTION:**

**The Villages®**  
**Community Development Districts**  
**District 7**

**AGENDA REQUEST**

**TO:** Board of Supervisors  
Village Community Development District 7

**FROM:** Jennifer Farlow, District Clerk

**DATE:** 5/13/2021

**SUBJECT:** **Approval of the Minutes**

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**ISSUE:**

Approval of the Minutes for the Meeting held on April 8, 2021.

**ANALYSIS/INFORMATION:** Staff requests approval of the Minutes for the Meeting held on April 8, 2021.

**STAFF RECOMMENDATION:** Staff recommends approval of the Minutes for the Meeting held on April 8, 2021.

**MOTION:** Motion to approve the Minutes for the Meeting held on April 8, 2021.

**ATTACHMENTS:**

Description	Type
□ April 8, 2021 Minutes	Cover Memo

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

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

Board members present and constituting a quorum:

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

Staff Present:

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

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

A.       Roll Call

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

B.       Pledge of Allegiance

The Chairman led the Pledge of Allegiance.

C.       Observation of a Moment of Silence

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

D. Welcome Meeting Attendees.

The Chairman welcomed the meeting attendees.

E. Audience Comments

Joan Brown advised that she and her husband are enthusiastic about the manner in which The Villages is maintained, and are requesting that the District 7 Board continue its participation in the Project Wide Fund (PWF) to ensure that the aesthetics of the community. Additionally, participation in the PWF ensures that if a catastrophic event were to occur to District 7 infrastructure, the repairs would be made through the PWF and not by District. Ms. Brown advised that she previously had a telephone conversation with Chairman Vicenti about this Board's decision to change its District Counsel and withdrawing as a participating District of the PWF, but did not agree with Chairman Vicenti's opinion. Ms. Brown stated that she strongly disagrees with this Board's decision to terminate its agreement with the prior District Counsel and that any action taken by this Board that would terminate District 7's participation in the PWF/Project Wide Advisory Committee (PWAC) should not be done without notifying the residents and seeking public input.

Chairman Vicenti stated that the District's previous Counsel advised the Board that a conflict of interest existed following this Board's request to have District Counsel complete a review of concerns that the Board had with the Third Amended and Restated Interlocal Agreement for Project Wide Maintenance. Chairman Vicenti stated that the District's Project Wide allocation is approximately 50% of the District's budget, and once the attorney advised that a conflict of interest existed pertaining to the PWF request, the Board felt it necessary to obtain independent Counsel who could represent the Board on all matters, including PWF related matters.

**SECOND ORDER OF BUSINESS:           Approval of the Minutes**

<b>On MOTION by Steve Lapp, seconded by Ed Coleman, with all in favor, the Board approved the Minutes from the Board Meeting held on March 11, 2021.</b>
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**THIRD ORDER OF BUSINESS: VCDD No. 7 Legal Expenses – Brionez + Brionez, P.A.**

Chairman Vicenti advised that the invoice presented to the Board is the final invoice for legal services provided by Brionez + Brionez, P.A.

**On MOTION by Steve Lapp, seconded by Bill VonDohlen, with all in favor, the Board authorized the final payment for legal services rendered during the month of February 2021 in the amount of \$700.**

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

Chairman Vicenti stated that the Board was presented with the invoice for legal services with Hopping Green & Sams for the month of February 2021 and requested a motion to approve.

**On MOTION by Bill VonDohlen, seconded by Steve Lapp, with all in favor, the Board authorized the payment to Hopping Green & Sams for legal services rendered during the month of February 2021 in the amount of \$8,474.25.**

**FIFTH ORDER OF BUSINESS: Project Wide Monthly Invoice**

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

Vice Chairman Lapp reiterated that he believes the Board should be provided with a more complete monthly invoice, to include a listing of what maintenance has been completed to District 7 Project Wide infrastructure. Ms. Hochsprung advised that included under the Old Business Status Update is information provided in response to Vice Chairman Lapp's request.

**On MOTION by Bill VonDohlen, seconded by Steve Lapp, with all in favor, the Board approved payment of the May 2021 invoice for the Project Wide Maintenance cost allocation in the amount of \$107,210.**

**SIXTH ORDER OF BUSINESS:                      Old Business Status Update**

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

- Correspondence with the Sumter Landing CDD (SLCDD) Board: This item will remain on the Old Business Status Update at the request of the Board.

Chairman Vicenti stated that this Board is not against the concept of the PWF, it is specific language included in the Third Amended and Restated Interlocal Agreement that the Board has concerns about, and the consideration of establishing a second PWF/PWAC will provide this Board with an opportunity to request revisions to the language. Chairman Vicenti stated that once the Board has agreed upon the requested language revisions, the Board will request District Counsel forward a letter to the SLCDD Board requesting the revised language be included in future Interlocal Agreements for the PWF/PWAC.

- Post Board Supervisor pictures and contact information at District 7 postal facilities: This item has been completed.
- Provide Board with monthly PWF expenses for District 7: Mr. Blocker stated that Staff has included a breakdown of the District 7 portion of PWF revenues and expenditures based on the assessable acreage cost allocation methodology.

Chairman Vicenti stated that he has previously requested that Staff provide a breakdown of the funds expended for District 7 PWF infrastructure annually, which has not yet been provided. Mr. Blocker stated that Staff has provided the Board with the breakdown of PWF expenditures, which was reviewed with the Board during the May 2020 Budget Workshop, and stated that there are expenditures that are allocated based on the cost allocation methodology that are not specific to District 7, which is the overall concept of the PWF. Mr. Blocker explained that some expenditures; such as irrigation, runs through meters that could encompass many Districts, or portions of different Districts, and would be extremely difficult to provide an actual breakdown. Mr. Blocker stated that Staff is requesting the Board provide direction for specific expenditure line items that additional information is being requested for.

Chairman Vicenti stated that the Board is requesting that Staff provide a breakdown of expenditures made through the PWF for District 7 infrastructure so that the Board can determine if participating in the PWF is a benefit for the District. Chairman Vicenti stated that he does not believe



that the expenditures being made for District 7 Project-Wide infrastructure is even close to the District's \$1.3 million PWF annual cost allocation. The PWF does provide an insurance policy should a catastrophic event occur, but if only a small percentage of funds are being expended on District 7 infrastructure, the Board could decide it is too costly for the District to continue its participation in the PWF. Mr. Blocker stated that the PWF maintains the common infrastructure for the participating Districts, and is not an insurance policy, but does spread the risk for the Districts.

Vice Chairman Lapp stated that the Board understands there are some line items that would be difficult to provide an actual amount for, but it should not be difficult to provide the actual expenditures for the irrigation repair line items, and other similar line items. Mr. Blocker requested that the Board review the list of PWF expenditures, during the upcoming Workshop, and provide Staff with a list of line items it would like the actual expenditures provided for.

Supervisor Coleman advised that the expenditures provided will only be for a specific time period, and won't provide the Board with what could be expended over a five (5) or seven (7) year period, which would be much more representative of the budgeted annual PWF cost allocation versus the District 7 PWF expenditures funded. Mr. Blocker concurred and stated that the amount of PWF infrastructure maintained or repaired by District does change annually. The Board concurred that during the April 30, 2021 workshop a review of the PWF expenditures would be completed and a list expenditure line items would be provided to Staff. Mr. Blocker advised that Staff would forward a copy of the PWF revenues and expenditures and the May 20, 2021 Budget Workshop PowerPoint presentation to the Board.

- Provide Board with number of deed restrictions since changes were made to the process: The requested information was provided to the Board via email on March 29, 2021.
- Board participation in District procurement process:

Vice Chairman Lapp advised that in reviewing the Minutes from the March 11, 2021 Meeting he believes there may have been a misunderstanding as to his request, and stated that the Board would not want District 7 services to be bid separately, but is requesting that a representative from District 7 be allowed to participate in the procurement process for any Invitations to Bid (ITB) or Request for Proposals (RFP) issued that would affect District 7 financially. Vice Chairman Lapp stated that including a District 7 Board Supervisor as part of the procurement process would provide the residents

of the District with a voice as to which contractor is selected. Mark LaRock, Purchasing Director, provided an overview of the Districts' procurement process and stated that Staff could advise the Board of ITBs or RFPs that will be issued for District 7 services, prior to the solicitations being issued. Vice Chairman Lapp stated that he understands the District's procurement process, but because the majority of the maintenance contracts are recommended for approval by the PWAC, all solicitations issued for PWF services affect the funds paid into the PWF by the District, which is why a District 7 Supervisor should participate in the procurement process.

Chairman Vicenti inquired if Vice Chairman Lapp's request is to ensure that a District 7 Supervisor is part of the procurement selection process.

Vice Chairman Lapp stated that he could agree to have a Supervisor participate on the Selection Committee.

Mr. Blocker stated that he would defer to District Counsel, but suggested that including a Supervisor on the Selection Committee could result in a conflict, because the Board would then be asked to take formal action on the contract for the solicitation.

Jennifer Kilinski, District Counsel, stated that she would see no conflict with having a District Supervisor participate as a procurement selection committee member, as there are several Community Development Districts (CDDs) that HGS represents that have procurement sub-Committees that include a District Supervisor.

Mr. Blocker stated that the Districts' Management Fees fund the professional Purchasing Department which prepares and issues the solicitations, that are then scored by a committee made up of District Staff. The Purchasing Department then submits the solicitations to this Board to award or deny.

Ms. Kilinski suggested that this item be included as a topic on the list of items to be reviewed during the April 30, 2021 workshop so that District Counsel can discuss some of the pros and cons of various options and brainstorm options as to how District 7 participation might be less intrusive on the current procurement process, but still provide solicitation information to the Board. Typically, what occurs at the County level is that the preliminary solicitation package is provided to the Board, prior to the issue being solicitation.

Vice Chairman Lapp concurred to include this item on the April 30, 2021 agenda for discussion.

**SEVENTH ORDER OF BUSINESS: DPM Monthly Report**

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

**EIGHTH ORDER OF BUSINESS: Financial Statement**

The Financial Statement as of February 28, 2021 was provided to the Board as information.

**NINTH ORDER OF BUSINESS: District Management Reports**

A. COVID-19 Update

Mr. Blocker advised that all outdoor recreational activities are open 100% and indoor recreational activities are open 50%. The District continues to receive guidance from the local Health Department and will continue to review and monitor the operation of the recreational activities.

Chairman Vicenti complimented Staff at the SeaBreeze Recreation Center for their handling of a recent resident lifestyle club meeting. Mr. Blocker advised that he pass on the compliment.

B. Wildwood Utility Dependent District

Mr. Blocker advised that the City of Wildwood passed Ordinance O2021-16 which created the Wildwood Utility Dependent District (WUDD) and on March 23, 2021 the WUDD Board held its Organizational Meeting. This Board will have similar oversight as the North Sumter County Utility Dependent District (NSCUDD) and will provide utility services to the residents residing south of SR 44, should the District receive an offer to purchase the utilities south of SR 44.

Mr. Blocker stated that Staff is responsible for posting the agenda for the April 30, 2021 Workshop seven (7) days in advance, and requested that the Board relay what items will be discussed so that the items can be included on the agenda so that notice is provided to the residents.

Chairman Vicenti stated that the April 30<sup>th</sup> workshop will be an opportunity for the Board to brainstorm and provide direction to District Counsel regarding the following items: Possible establishment of a second PWAC, revisions to language to the Third Amended and Restated Interlocal Agreement to provide Project Wide Maintenance, discussion of District procurement process and review of PWF expenditures line items.

Supervisor VonDohlen stated that he previously requested that Staff provide the Board with a copy of the Management Services Agreement between District 7 and SLCCD, and the Management

Services Agreement between SLCDD and VCCDD. Mr. Blocker advised that the agreements have been provided, but stated that Staff would forward the requested information to the Board.

#### **TENTH ORDER OF BUSINESS: District Counsel Reports**

Chairman Vicenti stated that as was discussed during a previous meeting, the Board concurred that District Counsel would no longer attend Architectural Review Committee (ARC) in-person and presented the Board with a copy of email correspondence between himself and Michael Eckert of HGS.

Ms. Kilinski stated that in response to Chairman Vicenti's request to review the preliminary March time and expense records, Mr. Eckert conducted a review of in-person participation at the weekly ARC meetings, and identified that Mr. Eckert's weekly attendance resulted in a reduction of approximately \$2,000 from the estimated HGS annual fees prepared by the District Manager during this Board's search for new legal counsel. Ms. Kalinski stated that the question was raised whether HGS should attend the ARC meetings, even telephonically, but Mr. Eckert did relay it is probably in the District's best interest for legal counsel to participate via telephone so that the testimony provided can be heard and immediate feedback could be provided. The estimated total cost to attend each meeting via telephone is \$337.50 to \$487.50, with an average cost of \$412.50. If the Board chose to not have District Counsel attend the ARC meetings via telephone, HGS would be comfortable with that decision because it is believed that attendance is not a fiduciary responsibility.

Chairman Vicenti stated approximately a year-and-a-half ago attorney attendance at ARC meetings began, so there is no obligation for an attorney to attend. The District 7 portion of the meeting is approximately 11 minutes, so consideration should be given to whether it is beneficial for the Board to have Mr. Eckert attend weekly via telephone.

Vice Chairman Lapp stated that when he served on the ARC there was not an attorney in attendance, and stated that only if an appeal occurred was the attorney necessary, which was rare. Vice Chairman Lapp stated that the cost savings to attend via telephone is beneficial, but questions the need to have an attorney attend via telephone weekly.

Mr. Blocker stated that the attorney is in attendance to provide interpretations, if an attorney is not in attendance then any further action on the application would be delayed two (2) weeks.

In response to Supervisor Coleman's inquiry, Ms. Kilinski advised that Mr. Eckert had indicated that there were a handful of times when he had opined, but the vast majority of applications were very routine. Mr. Eckert did advise that Staff is very well versed in the process, and in the instances when he had opined, Staff had provided the correct answer to the ARC's inquiry. Ms. Kilinski stated that because the ARC is a Committee, and any final action would be taken by this Board, HGS does feel comfortable that an attorney does not have to be in attendance. Consideration could be given to having HGS review the ARC Modifications Applications in advance of the meeting, and if there is an application that may be of concern, HGS could attend those meetings via telephone. Another consideration would be that HGS hold that time on their calendars to be available by phone, if needed. The Board requested that this item be included on the agenda for the April 30, 2021 Workshop.

A. Legislative Update

Ms. Kilinski stated that there are three (3) weeks left to the Legislative Session. District Counsel will provide a status update to the Board at the May 13, 2021 meeting.

Vice Chairman Lapp requested that an update be provided regarding to the proposed legislature pertaining to County impact fee caps. Ms. Kilinski advised that an update would be provided.

**ELEVENTH ORDER OF BUSINESS: Supervisor Comments**

A. Supervisor Coleman: Reserve Fund Levels

Supervisor Coleman stated that Dan Warren, a District 9 resident, sent an email to each of the Board Supervisors requesting that each Board complete a review of their reserve fund levels, and inquired if this information would be provided to the Board. Mr. Blocker advised that Staff completes an annual review of the District's Working Capital and Reserve Fund levels, the District's five (5) Capital Improvement Plan (CIP) and the Fixed Asset Report with the Board during the May Budget Workshop. The Board then provides direction to Staff of how to fund its Working Capital and Reserve Funds.

**TWELFTH ORDER OF BUSINESS: Adjourn**

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

**On MOTION by Steve Lapp, seconded by Ed Coleman, with all in favor, the Board adjourned the meeting.**

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Richard J. Baier  
Secretary

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Jerry Vicenti  
Chairman

**The Villages®**  
**Community Development Districts**  
**District 7**

**AGENDA REQUEST**

**TO:** Board of Supervisors  
Village Community Development District 7

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

**DATE:** 5/13/2021

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

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**ISSUE:**

Review and approval of Annual Agreement Renewals for the Village Community Development District #7 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.

<b>Contractor</b>	<b>Contract #</b>	<b>Type</b>	<b>Area/Service</b>	<b>Annual Agreement Amount</b>
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
▣ VCDD7 Asphalt Paving Systems 18P-024 Renew2	Exhibit
▣ VCDD7 Pavement Technology 18P-024 Renew2	Exhibit
▣ VCDD7 Tri-State Asphalt 18P-024 Renew2	Exhibit



**RENEWAL TWO of TWO (FINAL) TO THE AGREEMENT BETWEEN  
VILLAGE COMMUNITY DEVELOPMENT DISTRICT #7  
AND ASPHALT PAVING SYSTEMS, INC. FOR  
ROADWAYS AND PARKING LOT MAINTENANCE [MICRO SURFACING/CRACKFILL  
SERVICES]  
RFP #18P-024**

**THIS RENEWAL** is entered into this 13<sup>th</sup> day of May 2021, by and between VILLAGE COMMUNITY DEVELOPMENT DISTRICT #7 (VCDD7), 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**, VCDD7 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 VCDD7, dated October 11, 2018; and

**WHEREAS**, VCDD7 and CONTRACTOR entered into Renewal One to the AGREEMENT dated September 10, 2019; and

**WHEREAS**, VCDD7 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, VCDD7 and CONTRACTOR agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.
2. VCDD7 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. VCDD7 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 #7  
AND ASPHALT PAVING SYSTEMS, INC. FOR  
ROADWAYS AND PARKING LOT MAINTENANCE [MICRO SURFACING/CRACKFILL  
SERVICES]  
RFP #18P-024**

**IN WITNESS WHEREOF**, said VCDD7 has caused this Renewal to be executed in its name by the Chairman of the VILLAGE COMMUNITY DEVELOPMENT DISTRICT #7, attested by the clerk of said VCDD7, 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 #7**

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)
<b>2. Micro Surfacing</b>			
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 <sup>1</sup>	\$1,500.00	\$1,500.00

<b>7. Miscellaneous (as required items)</b>			
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 <sup>3</sup>	-	\$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 1<sup>st</sup>. 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 #7  
AND PAVEMENT TECHNOLOGY, INC. FOR  
ROADWAYS AND PARKING LOT MAINTENANCE [ASPHALT REJUVENATING AGENT  
“RECLAMITE” SERVICES]  
RFP #18P-024**

**THIS RENEWAL** is entered into this 13<sup>th</sup> day of May 2021, by and between VILLAGE COMMUNITY DEVELOPMENT DISTRICT #7 (VCDD7), 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**, VCDD7 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 VCDD7, dated October 11, 2018; and

**WHEREAS**, VCDD7 and CONTRACTOR entered into Renewal One to the AGREEMENT dated September 10, 2019; and

**WHEREAS**, VCDD7 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, VCDD7 and CONTRACTOR agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.
2. VCDD7 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. VCDD7 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 #7  
AND PAVEMENT TECHNOLOGY, INC. FOR  
ROADWAYS AND PARKING LOT MAINTENANCE [ASPHALT REJUVENATING AGENT  
"RECLAMITE" SERVICES]  
RFP #18P-024**

**IN WITNESS WHEREOF**, said VCDD7 has caused this Renewal to be executed in its name by the Chairman of the VILLAGE COMMUNITY DEVELOPMENT DISTRICT #7, attested by the clerk of said VCDD7, 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 #7**

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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f.	Large Arrows	EA	No Bid
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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 <sup>1</sup>	LS	No Bid
<b>6. Cut and Patch</b>			
a.	Repairs - Cut & Patch 1.5"	SQ YD	No Bid
<b>7. Miscellaneous (as required items)</b>			
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 <sup>3</sup>	-	
<b>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?</b>		Yes. Chris Evers 5542 57th Way Vero Beach, FL 32967	
<b>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.</b>		Please see attached.	
<b>Please provide approximate lead time for services from receipt of District purchase order.</b>		90 days after issuance of a Purchase Order.	

<sup>1</sup> One Time Charge, Per Project, During "Normal" operating hours<sup>2</sup> To include "STOP" prior to bar when no sign is present<sup>3</sup> 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)

 8/16/18  
Authorized Signature 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 #7  
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 13<sup>th</sup> day of May 2021, by and between VILLAGE COMMUNITY DEVELOPMENT DISTRICT #7 (VCDD7), 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**, VCDD7 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 VCDD7, dated October 11, 2018; and

**WHEREAS**, VCDD7 and CONTRACTOR entered into Renewal One to the AGREEMENT dated September 10, 2019; and

**WHEREAS**, VCDD7 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, VCDD7 and CONTRACTOR agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.
2. VCDD7 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.
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**RENEWAL TWO of TWO (FINAL) TO THE AGREEMENT BETWEEN  
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ROADWAYS AND PARKING LOT MAINTENANCE [STRIPING – PAINT & GLASS BEAD  
AND CUT & PATCH SERVICES]  
RFP #18P-024**

**IN WITNESS WHEREOF**, said VCDD7 has caused this Renewal to be executed in its name by the Chairman of the VILLAGE COMMUNITY DEVELOPMENT DISTRICT #7, attested by the clerk of said VCDD7, 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 #7**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

**TRI-STATE ASPHALT CORPORATION**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

**PROPOSAL FORM for RFP #18P-024**

<b>Service Type and Project Size:</b>		<b>Proposal Price</b>	
		<b>0 - 15,000 (SQ YD)</b>	<b>15,001 - 30,000 (SQ YD)</b>
<b>1. Mill and Overlay</b>			
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 <sup>1</sup>		
<b>2. Micro Surfacing</b>			
a.	Double Micro surfacing		
b.	Cape Seal		
c.	Crackfill (per gallon)	gal	gal
d.	Mobilization <sup>1</sup>		
<b>3. Asphalt Rejuvenating Agent</b>			
a.	Reclamite		
	<b>Service Type</b>	<b>Unit of Measure</b>	<b>Proposal Price</b>
<b>4. Striping (Paint &amp; Glass Bead) LF pricing for projects up to 500LF</b>			
a.	4" Road line Marking	LF	.22
b.	6" Road line Marking	LF	.29
c.	Parking Space lines	LF	.20
d.	24" Stop Bars <sup>2</sup>	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 <sup>1</sup>	LS	195.00
<b>5. Striping (Thermoplastic&amp; Glass Bead) LF pricing for projects up to 500LF</b>			
a.	4" Road line Marking	LF	
b.	6" Road line Marking	LF	
c.	Parking Space lines	LF	

**EXHIBIT "A"**



d.	24" Stop Bars <sup>2</sup>	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 <sup>1</sup>	LS	
<b>6. Cut and Patch</b>			
a.	Repairs - Cut & Patch 1.5"	SQ YD	25.71
<b>7. Miscellaneous (as required items)</b>			
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 <sup>3</sup>	-	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	

<sup>1</sup> One Time Charge, Per Project, During "Normal" operating hours

<sup>2</sup> To include "STOP" prior to bar when no sign is present

<sup>3</sup> 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)

 8/16/2018  
\_\_\_\_\_  
Authorized Signature                      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 7

**AGENDA REQUEST**

**TO:** Board of Supervisors  
Village Community Development District 7

**FROM:** Anne Hochsprung, Finance Director

**DATE:** 5/13/2021

**SUBJECT:** **Project Wide Monthly Invoice**

---

**ISSUE:**

Payment of Project Wide Monthly Invoice

**ANALYSIS/INFORMATION:**

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

**STAFF RECOMMENDATION:**

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

**MOTION:**

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

**ATTACHMENTS:**

Description	Type
□ Monthly PWAC Fee	Cover Memo



## District 7 Project Wide Fees Monthly Invoice

### FY 2020-21 BUDGET

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

**Note:**

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

**The Villages®**  
**Community Development Districts**  
**District 7**

**AGENDA REQUEST**

**TO:** Board of Supervisors  
Village Community Development District 7

**FROM:** Richard J. Baier, District Manager

**DATE:** 5/13/2021

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

---

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

**ANALYSIS/INFORMATION:**

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

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

The invoices for services rendered during the month of March 2021 total \$10,848.63 . The invoices are included as an attachment.

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

**MOTION:** Motion to authorize the payment to Hopping Green & Sams for legal services rendered during the month of March 2021 in the amount of \$10,848.63.

**ATTACHMENTS:**

Description	Type
▣ Invoice 121660	Cover Memo
▣ Invoice 121661	Cover Memo

# Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

April 19, 2021

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

Bill Number 121660  
Billed through 03/31/2021

## General Counsel

VI7CDD 00001 JLK

### FOR PROFESSIONAL SERVICES RENDERED

03/01/21	MCE	Prepare defense and indemnification resolution; prepare for board meeting; confer with Vicenti.	0.80 hrs
03/02/21	MCE	Confer with Vicenti; review PWAC materials; review rules, policies and procedures.	2.20 hrs
03/04/21	MCE	Review article; confer with Vicenti.	0.40 hrs
03/10/21	MCE	Confer with Vicenti; prepare for board meeting; review rules and procedures; confer with Blocker.	2.10 hrs
03/11/21	MCE	Prepare for, travel to and attend board meeting; return travel; meeting follow up; meet with Stone regarding PWAC.	6.40 hrs
03/17/21	MCE	Confer with Vicenti regarding PWAC and ARC; review PWAC issues.	0.80 hrs
03/30/21	MCE	Review draft meeting minutes from March 11, 2021 board meeting; prepare for board meeting.	0.50 hrs
Total fees for this matter			\$4,950.00

### DISBURSEMENTS

Document Reproduction	17.00
Travel	130.65
Travel - Meals	18.73
United Parcel Service	9.42
Total disbursements for this matter	\$175.80

### MATTER SUMMARY

Eckert, Michael C.	13.20 hrs	375 /hr	\$4,950.00
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TOTAL FEES	\$4,950.00
TOTAL DISBURSEMENTS	\$175.80

<b>TOTAL CHARGES FOR THIS MATTER</b>	<b>\$5,125.80</b>
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**BILLING SUMMARY**

Eckert, Michael C.	13.20 hrs	375 /hr	\$4,950.00
TOTAL FEES			\$4,950.00
TOTAL DISBURSEMENTS			\$175.80
TOTAL CHARGES FOR THIS BILL			----- <b>\$5,125.80</b>

**Please include the bill number with your payment.**

# Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

April 19, 2021

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

Bill Number 121661  
Billed through 03/31/2021

## ARCA

VI7CDD 00102 JLK

### FOR PROFESSIONAL SERVICES RENDERED

03/02/21	MCE	Prepare for and travel to ARC meeting; review deed restrictions.	2.40 hrs
03/03/21	MCE	Prepare for, travel to and attend ARC meeting; follow up; return travel.	3.10 hrs
03/07/21	MCE	Prepare for ARC meeting.	0.30 hrs
03/09/21	MCE	Prepare for ARC meeting; travel to same.	3.70 hrs
03/10/21	MCE	Prepare for and attend ARC meeting; return travel; follow up.	1.60 hrs
03/13/21	MCE	Review ARC submittals.	0.30 hrs
03/17/21	MCE	Prepare for and attend ARC meeting.	1.00 hrs
03/20/21	MCE	Prepare for ARC meeting.	0.40 hrs
03/23/21	MCE	Review ARC applications and related rules.	0.40 hrs
03/24/21	MCE	Prepare for and attend ARC meeting.	0.30 hrs
03/28/21	MCE	Prepare for ARC meeting.	0.50 hrs
03/31/21	MCE	Prepare for and attend ARC meeting.	0.40 hrs

Total fees for this matter \$5,400.00

### DISBURSEMENTS

Travel	293.20
Travel - Meals	29.63
Total disbursements for this matter	\$322.83

### MATTER SUMMARY

Eckert, Michael C.	14.40 hrs	375 /hr	\$5,400.00
TOTAL FEES			\$5,400.00

=====

TOTAL DISBURSEMENTS

\$322.83

**TOTAL CHARGES FOR THIS MATTER****\$5,722.83****BILLING SUMMARY**

Eckert, Michael C.

14.40 hrs

375 /hr

\$5,400.00

TOTAL FEES

\$5,400.00

TOTAL DISBURSEMENTS

\$322.83

**TOTAL CHARGES FOR THIS BILL****\$5,722.83****Please include the bill number with your payment.**

**The Villages®**  
**Community Development Districts**  
**District 7**

**AGENDA REQUEST**

**TO:** Board of Supervisors  
Village Community Development District 7

**FROM:** District Staff

**DATE:** 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

### VCDD No. 7 Old Business Status Update

ITEM	DATE ADDED	ASSIGNED DEPT	ACTION	STATUS (If Applicable)	COMPLETE
Correspondence with the Sumter Landing CDD (SLCDD) Board	7/30/20	ADMIN	The Board previously requested to have a letter sent to the SLCDD Board requesting a meeting to discuss the Project Wide Fund Interlocal Agreement.	At the August 13, 2020 Meeting, the Board requested to table this item until further direction is provided. This item will remain on the Old Business list.	
Provide Board with monthly PWF expenses for District 7	3/11/21	ADMIN	Staff has provided requested information.	Board to review list of expenditures during upcoming Special Meeting and provide direction to Staff.	
Board participation in District procurement process	3/11/21	ADMIN		To be discussed during upcoming Special Meeting.	
Provide Board with copy of Management Services Agreement between District 7 and SLCDD; SLCDD and VCCDD	4/8/21	CLERK		Provided to the Board via email on April 8, 2021	X
Non- VCDD No. 7 Items					
None					



**The Villages®**  
**Community Development Districts**  
**District 7**

**AGENDA REQUEST**

**TO:** Board of Supervisors  
Village Community Development District 7

**FROM:** Richard Baier, District Manager

**DATE:** 5/13/2021

**SUBJECT:** **Board Discussion: Reschedule Special Meeting**

---

**ISSUE:**

**ANALYSIS/INFORMATION:**

**STAFF RECOMMENDATION:**

**MOTION:**

**The Villages®**  
**Community Development Districts**  
**District 7**

**AGENDA REQUEST**

**TO:** Board of Supervisors  
Village Community Development District 7

**FROM:** Richard Baier, District Manager

**DATE:** 5/14/2021

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

---

**ISSUE:**

**ANALYSIS/INFORMATION:**

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

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

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

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

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

**STAFF RECOMMENDATION:**

**MOTION:**

**The Villages®**  
**Community Development Districts**  
**District 7**

**AGENDA REQUEST**

**TO:** Board of Supervisors  
Village Community Development District 7

**FROM:** DPM Staff

**DATE:** 5/13/2021

**SUBJECT:** **DPM Monthly Report**

---

**ISSUE:**

**ANALYSIS/INFORMATION:**

**STAFF RECOMMENDATION:**

**MOTION:**

**ATTACHMENTS:**

Description	Type
□ D7 DPM Monthly Report	Cover Memo

# The Villages®

## Community Development Districts

### Property Management

**District 7**

**May 2021**

#### **LANDSCAPE DIVISION**

##### **Upcoming Projects:**

1. Work orders are in place to replace dead palms.
2. Line of sight issue at Hemingway gate - hard cut shrubs to resolve problem temporarily. Will replace with lower growing shrubs.

##### **Prior Month Project Status:**

##### **Completed Projects:**

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

##### **General Maintenance:**

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

## **WATER RESOURCE DIVISION**

### **Upcoming Projects:**

1. 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. Fence replacement along Morse ROW has been rescheduled for late May:
  - Unit 134
  - Unit 135
  - Unit 136
  - Unit 139

### **Prior Month Project Status:**

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

### **Completed Projects:**

1. Installation of stop bars and parking lot striping are scheduled to begin in mid-May for the following areas:
  - Kenya
  - Pilar
  - Crestwood
  - Double Palms
  - Holly Hill
2. Mill and overlay was completed at the following area:
  - Allandale Villas

### **General Maintenance:**

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

**The Villages®**  
**Community Development Districts**  
**District 7**

**AGENDA REQUEST**

**TO:** Board of Supervisors  
Village Community Development District 7

**FROM:** 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 7

#### Financial Statement Summary

As of March 31, 2021

#### Revenues

Year-to-Date (YTD) Revenues of \$1,944,000 are less than prior year-to-date (PYTD) revenues of \$1,939,000 and are at 88% of the annual budgeted revenues of \$2,219,000.

- The District has collected 97% of the budgeted maintenance assessments in the amount of \$1,871,000. Sumter County collects the maintenance assessments on the annual tax bill and remits it to the District, net a 2% collection fee. The majority of assessments are collected from November through March. There was no increase in maintenance assessments levied in FY 2021.
- Investment gains of \$73,000 (\$5,000 realized gains, \$68,000 net unrealized gains) are greater than the prior year to date gains of \$61,000 and compare favorably to the annual budget of \$19,000.

The District has received 97% 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 \$940,000 are greater than prior year-to-date expenses of \$933,000. Year to date spending is at 46% of amended budget expenses of \$2,060,000.

- Management and Other Professional services include Management fees, Deed Compliance, Technology Service and Tax Collection fees. Management fees increased a budgeted 5% over prior year.
- Utility Services include Electricity and Irrigation Water expenses and year to date spending is greater than prior year and at 42% of budgeted expenses of \$154,000.
- Building, Landscape and Other Maintenance Expenses totaling \$711,000 are slightly greater than prior year to date expenses of \$697,000 and are at 46% of the annual budget of \$1,536,000. A large portion of the expense incurred is the Project Wide allocation totaling \$643,000, a slight budgeted decrease from prior year.
- Other Expenses include insurance expense, legal advertising and other miscellaneous expenses. The annual insurance premium for property and liability has been paid.

#### Change in Unreserved Net Position

Year-to-Date increase in Unreserved Net Position of \$934,000 is less than the prior year to date increase of \$936,000. By year-end, based on the anticipated revenues and expenditures, the District will meet the amended budget decrease in Unreserved Net Position of (\$435,975).

#### Investment Earnings:

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

	CFB	FLCLASS	FL PALM	FL-FIT	FLGIT **	LTIP **
<b>Current Month</b>	0.00%	0.11%	0.08%	0.36%	-1.79%	1.45%
<b>Year-to-date</b>	0.00%	0.17%	0.12%	0.40%	0.36%	1.14%
<b>Prior FY 2020</b>	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 7

Statement of Activity						
For the Six Months Ending March 31, 2021 (50% of budget year)						
Original Budget	Amended Budget	Budget % used		YTD Actual	PYTD Actual	Variance
			<b>REVENUES:</b>			
\$ 1,924,791	\$ 1,924,791	97%	Maintenance and Other Special Assessments	\$ 1,870,650	\$ 1,875,057	\$ (4,407)
200	200	417%	Other Income	834	150	683
18,864	18,864	386%	Investment Income	72,849	61,192	11,658
1,943,855	1,943,855	100%	<b>Total Revenues</b>	1,944,333	1,936,399	7,934
275,295	275,295	0%	Transfer In - Debt Service	-	2,431	(2,431)
\$ 2,219,150	\$ 2,219,150	88%	<b>Total Available Resources:</b>	\$ 1,944,333	\$ 1,938,831	\$ 5,503
			<b>EXPENSES:</b>			
17,270	17,270	34%	Personnel Services	5,834	5,186	649
280,113	341,373	44%	Management and Other Professional Services	151,537	162,699	(11,162)
154,305	154,305	42%	Utility Services	64,717	61,559	3,158
1,536,190	1,536,190	46%	Building, Landscape and Other Maintenance	710,894	697,178	13,715
10,710	10,710	65%	Other Expenses	6,927	6,562	365
1,998,588	2,059,848	46%	<b>Total Operating Expenses</b>	939,909	933,184	6,725
455,277	455,277	0%	Capital Outlay - Infrastructure and FFE	-	-	-
140,000	140,000	50%	Transfers out of Unrestricted Fund	70,004	70,004	-
595,277	595,277	12%	<b>Total Other Changes</b>	70,004	70,004	-
2,593,865	2,655,125	38%	<b>Total Expenses and Other Changes</b>	1,009,913	1,003,188	6,725
\$ (374,715)	\$ (435,975)		<b>Change in Unreserved Net Position</b>	\$ 934,420	\$ 935,643	\$ (1,222)
			<b>Total Cash, Net of Bond Funds</b>	\$ 6,540,202	\$ 6,007,056	\$ 533,146
			<b>Fund Balance</b>			
			Unassigned	2,651,573	2,574,009	
			Restricted - Capital Project Ph I	1,875,801	1,586,259	
			Committed R and R General	1,207,608	1,137,608	
			Committed R and R Villa Roads	770,002	700,002	
			<b>Total Fund Balance</b>	\$ 6,504,984	\$ 5,997,878	\$ 507,106



**The Villages®**  
**Community Development Districts**  
**District 7**

**CASH AND INVESTMENT SUMMARY**  
**As of March 31, 2021**

<b>Fund Code</b>	<b>Account Name</b>	<b>Bank</b>	<b>Balance as of 10/01/20</b>	<b>Current Balance</b>	<b>Reconciled Yes/No</b>
<b>GENERAL FUND</b>					
001	Cash Operating Acct	CFB	26,183.73	63,878.70	
001	FLCLASS	FLCLASS	2,853,940.70	2,763,093.89	
	<b>Sub-total Cash &amp; Cash Equivalents</b>		<b>2,880,124.43</b>	<b>2,826,972.59</b>	
001	Cash-FL PALM	FLFIT	980,976.82	754,581.21	
001	Cash-FL-FIT	FLFIT	-	982,334.67	
001	FLGIT	FLGIT	1,079,556.41	1,081,165.29	
001	Long Term Investment	USB	578,000.18	895,148.25	
	<b>Sub-total Investments</b>		<b>2,638,533.41</b>	<b>3,713,229.42</b>	
	<b>TOTAL - General</b>		<b>5,518,657.84</b>	<b>6,540,202.01</b>	

201	Revenue Fund 2015	USB	941,937.12	3,919,220.76	
201	Prepayment Fund 2015	USB	857,954.07	839,541.08	
201	Reserve Fund 2015	USB	250,000.00	250,279.26	

<b>TOTAL - Debt service</b>	<b>2,049,891.19</b>	<b>5,009,041.10</b>
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**Grand Totals**

<b>7,568,549.03</b>	<b>11,549,243.11</b>
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**The Villages®**  
**Community Development Districts**  
**District 7**

**AGENDA REQUEST**

**TO:** Board of Supervisors  
Village Community Development District 7

**FROM:** District Staff

**DATE:** 5/13/2021

**SUBJECT:** **Budget Workshop Reminder**

---

**ISSUE:** The District 7 Board will hold a Budget Workshop on Tuesday, May 18, 2021 at 11 a.m. at the Savannah Recreation Center.

**ANALYSIS/INFORMATION:**

**STAFF RECOMMENDATION:**

**MOTION:**

**The Villages®**  
**Community Development Districts**  
**District 7**

**AGENDA REQUEST**

**TO:** Board of Supervisors  
Village Community Development District 7

**FROM:**

**DATE:**

**SUBJECT: COVID-19 Update**

---

**ISSUE:**

**ANALYSIS/INFORMATION:**

**STAFF RECOMMENDATION:**

**MOTION:**

**The Villages®**  
**Community Development Districts**  
**District 7**

**AGENDA REQUEST**

**TO:** Board of Supervisors  
Village Community Development District 7

**FROM:** Mike Eckert, District Counsel

**DATE:** 5/13/2021

**SUBJECT:** **Legislative Update**

---

**ISSUE:**

**ANALYSIS/INFORMATION:**

**STAFF RECOMMENDATION:**

**MOTION:**

**The Villages®**  
**Community Development Districts**  
**District 7**

**AGENDA REQUEST**

**TO:** Board of Supervisors  
Village Community Development District 7

**FROM:**

**DATE:**

**SUBJECT:** District 7 Chairman Vicenti: PWAC After Agenda

---

**ISSUE:** To be provided

**ANALYSIS/INFORMATION:**

**STAFF RECOMMENDATION:**

**MOTION:**