



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

July 8, 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

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 10, 2021, Budget Workshop held on May 18, 2021 and Special Meeting held on May 24, 2021.
3. Annual Renewal of Agreement 2021-2022
Review and approval of Annual Agreement Renewal for the Village Community Development District #7 Board.
4. Resolution 21-09
Adoption of Resolution 21-09 designating Kenneth C. Blocker as Assistant Secretary.

NEW BUSINESS:

5. Interview of Candidates for Vacant Seat 1
Candidates (In alphabetical order):
Gilbert Windsor, Jr.

Joy Lewis

6. 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 #7 and Daves Fencing & Painting Inc. for Fencing – 2, 3 & 4 Board Installations, Repairs & Painting.
7. Project Wide Monthly Invoice
Payment of Project Wide Monthly Invoice
8. VCDD No. 7 Legal Expenses - Hopping Green & Sams
Review and approval of legal invoices received from Hopping Green & Sams.
9. Review of Proposed Revisions to the Fourth Amended and Restated Interlocal Agreement for Project Wide Improvements
Review of Proposed Revisions to the Fourth Amended and Restated Interlocal Agreement for Project Wide Improvements

OLD BUSINESS:

10. Old Business Status Update
Old Business Status Update - July 8, 2021

INFORMATIONAL ITEMS ONLY:

11. Deed Compliance Statistics
Deed Compliance Statistics January 1, 2016 through May 31, 2021.
12. DPM Monthly Report
13. Financial Statements
Financial Statements as of May 31, 2021

REPORTS AND INPUT:

14. 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
15. District Counsel Reports
16. Supervisor Comments
17. 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: Jennifer Farlow, District Clerk

DATE: 7/8/2021

SUBJECT: **Approval of the Minutes**

ISSUE: Approval of the Minutes from the Meeting held on June 10, 2021, Budget Workshop held on May 18, 2021 and Special Meeting held on May 24, 2021.

ANALYSIS/INFORMATION: Staff requests approval of the Minutes from the Meeting held on June 10, 2021, Budget Workshop held on May 18, 2021 and Special Meeting held on May 24, 2021.

STAFF RECOMMENDATION: Staff recommends approval of the Minutes from the Meeting held on June 10, 2021, Budget Workshop held on May 18, 2021 and Special Meeting held on May 24, 2021.

MOTION: Motion to approve the Minutes from the Meeting held on June 10, 2021, Budget Workshop held on May 18, 2021, and Special Meeting held on May 24, 2021.

ATTACHMENTS:

Description	Type
☐ May 18, 2021 - Budget Workshop	Cover Memo
☐ May 24, 2021 Special Meeting	Cover Memo
☐ June 10, 2021 Minutes	Cover Memo

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

A Budget Workshop of the Board of Supervisors of Village Community Development District No. 7 was held on Tuesday, May 18, 2021 at 11:00 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:

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

Staff Present:

Richard Baier	District Manager
Kenny Blocker	Assistant District Manager
Bruce Brown	District Property Management Director
Barbara Kays	Budget Director
Anne Hochsprung	Finance Director
Candice Harris	Deputy District Clerk

FIRST ORDER OF BUSINESS: Call to Order

A. Roll Call

Chairman Vicenti called the workshop to order at 11:18 a.m. and stated for the record that four (4) Board Supervisors were present representing a quorum.

Chairman Vicenti inquired if the notice pertaining to the Board Supervisor vacancy had been advertised. Richard Baier, District Manager, advised that notice of the vacancy has been posted on the www.districtgov.org website, at the postal facilities and in the Weekly Bulletin and at the postal stations.

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

No audience comments were received.

SECOND ORDER OF BUSINESS: Budget Review: FY 21-22 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 \$59,136 was budgeted to identify unrealized gains in the Interest/Miscellaneous revenue, which is a change to the budget process.
- Total Operating Revenue has an increase of 3%, due to the unrealized gains in the interest income line item.
- Usage of Working Capital has an increase of \$29,851, which is a result of surplus Working Capital funds being transferred into the Reserve Funds.
- Usage of Restricted Capital Project Phase I funds in the amount \$210,423.
- The District's total budgeted revenues are \$2,001,991.

Fiscal Year 2021/2022 Expenditure Comparison

Ms. Kays advised that the total expenditures decreased by 15.2%, which is a result of capital projects being completed during the current fiscal year, and none are scheduled for Fiscal Year 2021/2022.

Chairman Vicenti inquired if any villa roads are scheduled to be paved in Fiscal Year 2021/2022. Ms. Kays advised that based on the five (5) Year Capital Improvement Plan (CIP), villa roadwork is not scheduled to occur until Fiscal Year 2022/2023. Richard Baier, District Manager, advised that the District's infrastructure is reviewed by District Property Management (DPM), and based on that review, the CIP has been developed to ensure ongoing maintenance of the District's infrastructure. Typically, 20 years is the standard timeframe for the mill and overlay of villa roads.

- Project Wide Fund cost allocation is \$1,285,309 or 58.5% of the total budget.
- Transfers to the Reserve Funds account for \$140,000 or 6.5% of the total budget.
- Personnel & Operating Services account for \$38,291 or 2% of the total budget
- Professional Services account for \$332,526 or 15% of the total budget.
- Utility Services account for \$157,583 or 7% of the total budget.
- Repair and Maintenance accounts for \$246,720 or 11% of the total budget.

Fiscal Year 2021/2022 Expenditure Variances

- A 5% or \$8,395 placeholder has been budgeted for Management Fees and Tech Services.
- Legal Services has an increase of \$56,000 or 560% as a result of the Board's change in legal services.
- A decrease of \$1,090 or 2.7% has been budgeted for the District's cost allocation for Deed Compliance Services due to a decrease in the number of Deed Compliance complaints and Architectural Review Committee (ARC) applications received.
- An increase of \$15,636 or 49.9% has been budgeted for Building/Structure Maintenance Services to address wall and entry painting and rejuvenator projects as per the CIP.
- A decrease of \$16,550 or 35% has been budgeted in the Landscape Maintenance- Non-Recurring line item due to the completion of plant replacements projects in the current year.
- A decrease of \$5,763 or 47.9% has been budgeted in the Irrigation Repair line item based on a review of the average of the past three (3) years actual costs.

- A decrease of \$455,277 or 100% has been budgeted in the Infrastructure in line item the amount of \$455,277 or 100% due the completion of mill and overlay projects scheduled in the current Fiscal Year.
- Project Wide Fund (PWF) cost allocation is \$1,285,309, which is a decrease of .1% or \$1,220. The District 7 assessable acreage is 917.72 acres or 8.84% of the total assessable acreage within the PWF. The PWF spreads the cost and risk of the common infrastructure and facilities that benefit all residents in the community.

Restricted Capital Funds

Ms. Kays advised that Restricted Funds must be spent on capital projects within the specific phase, and can be utilized for capital projects within the PWF. The District's PWF cost allocation amount will remain at the same level of \$1,285,309, but will be reduced through utilization of \$56,331 of the Restrict Funds to address the fencing replacement project.

Five Year Capital Improvement Plan

- Fiscal Year 2021/2022 - \$25,108: \$3,109 for villa wall & entry painting and \$22,089 for road rejuvenator.
- Fiscal Year 2022/2023 - \$344,420: \$14,398 for villa wall & entry painting, \$30,855 for road rejuvenator and \$299,168 for mill and overlay.
- Fiscal Year 2023/2024 - \$17,388: \$12,416 for villa wall & entry painting and \$4,972 for road rejuvenator.
- Fiscal Year 2024/2025 - \$366,127: \$652 for villa wall & entry painting, \$15,983 for road rejuvenator and \$349,492 for mill and overlay.
- Fiscal Year 2025/2026 - \$12,766 for villa wall & entry painting.

Vice Chairman Lapp inquired why the costs associated with the villa road mill and overlay were not spread out over more years. Ms. Kays advised the costs correspond with the District's Pavement Management Plan which is every twenty (20) years for the mill and overlay of the villa roads. Rejuvenator will be applied two (2) years after the mill and overlay and then every five (5) years after that.

Working Capital/Reserve Balances

Ms. Kays advised that as part of the Fiscal Year 2021/2022 budget process, Staff is reviewing the District's Working Capital and Reserve Balances in preparation of the Board discussing the potential development of a formal policy or guidelines to establish appropriate minimum levels of Working Capital and Reserve Fund Balances. The direction provided by the District 7 Board is to maintain approximately \$2.5 million balance in Working Capital. Surplus funds up to \$350,000 would then be transferred to the General R & R Fund, and any remaining surplus funds into the Road Reserve. Ms. Kays advised that per review of the Governmental Accounting Standards Board (GASB) Statement 34 and 54 established and further defined fund balance categories to provide users with a better understanding of the purposes for the particular funds. Currently there are three (3) categories that are utilized:

- Unassigned: Relates to the Working Capital balance. These are funds that have not been assigned to other funds, and are not restricted, committed or assigned to a specific purpose within the General Fund, which are considered to be unrestricted funds.
- Committed: The General R & R Reserve Fund balance and Road R & R Reserve balances are considered committed, as they are to be used for specific purposes as identified by the Board, which are considered to be restricted funds.
- Restricted: The funds are restricted for capital improvements only within the specific phase (Bond Refunding).

Ms. Kays stated that each year the Working Capital and Reserve Fund balances are reviewed during the annual budget process, and advised that the initial beginning balance is based on the prior year-end audited financial statements. For Fiscal Year 2021/2022 a transfer of \$70,000 is budgeted to the General R&R and the Road R&R Reserve. Ms. Kays reviewed the definition of Working Capital and its uses and advised that it equals the current assets less the current liabilities, which are unassigned and/or unrestricted. The Working Capital estimated ending balance as of September 30, 2022 is \$1.3 million which exceeds the recommended four (4) months of operating revenues. The General R & R Reserve Fund estimated ending balance as of September 30, 2022 is \$1.3 million. These funds are utilized for emergency/unforeseen expenditures i.e. hurricane/weather damages, depression repairs etc., to fund replacement and new capital projects for sustainability, aesthetics, technology and other criteria as identified by Board of Supervisors and it places the District in better standing with Bond Rating

agencies as they look at reserve levels when rating current and future debt. The Road R & R estimated ending balances as of September 30, 2022 is \$875,000. The Road R & R Reserves are utilized for mill and overlay of villa road capital projects. Staff has reviewed Governmental Finance Officers Association best practices, and various policies for Reserves minimum levels, and provides the following options for the Board's consideration:

Staff has reviewed Governmental Finance Officers Association best practices, and various policies for Reserves minimum levels, and provides the following options for the Board's consideration:

- Minimum reserves equal to a percentage of Net Asset Value on prior year audit: Fiscal Year 2019/2020 Net Asset Value \$4.5 million/District 7 Owned and Project Wide Maintained \$6.2 million; 10% of Net Asset Value is \$450,000/Total Combined \$1.1 million, 15% of Net Asset Value is \$675,000/Total Combined \$1.6 million and 20% of Net Asset Value is \$900,000/\$2.1 million.
- Annually transfer an amount based on a percentage of the prior year's depreciation costs of the District's assets. Fiscal Year 2019/2020 depreciation: \$2.2 million; an annual transfer of 50% would be \$1.1 million, an annual transfer of 75% would be \$1.6 million and an annual transfer of 100% would be \$2.2 million.

Ms. Kays reviewed the assumptions presented, which are based on maintaining the maintenance assessments at the current level. At the end of five (5) years the Working Capital estimated ending balance is \$1.1 million, the General R&R estimated ending balance is \$1.4 million and the Roads R&R estimated ending balance is \$975,000 in Road R & R. The Restricted Capital Project Fund Fiscal Year 2025/2026 estimated ending balance is \$2 million.

Supervisor Coleman inquired how the funding of the Morse Boulevard revetment project will be funded. Ms. Kays advised the funding for this project will be achieved through the PWF General Reserve Fund, and will have no impact on the participating Districts. Ms. Kays advised that the PWAC and individual District Boards have provided direction that reserve funds will not be maintained within the PWF. Should funds be needed for a specific project the PWAC will made a request to each of the Districts for funding.

Maintenance Assessment Rates

Ms. Kays provided an overview of the District's maintenance assessment history, and following discussion of the Board, direction was provided to Staff to maintain the existing maintenance assessment rate for Fiscal Year 2021/2022.

Ms. Kays stated that if the Board does not have any changes to the proposed Fiscal Year 2021/2022 budget or the proposed maintenance assessment rate as presented today, the Board will be asked to approve the Proposed Budget at the meeting held on June 10, 2021. A Public Hearing will then be held on September 9, 2021 at which time the Board will formally adopt the final budget and final maintenance assessment rate.

THIRD ORDER OF BUSINESS: District Manager Reports

Mr. Baier advised that the Board will review all applications for the Board vacancy at the July 8, 2021 meeting.

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 workshop was adjourned at 12:32.

On MOTION by Ed Coleman, seconded by Steve Lapp, with all in favor, the Meeting is adjourned.
--

Richard J. Baier
Secretary

Jerry Vicenti
Chairman

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

A Special Meeting of the Board of Supervisors of Village Community Development District No. 7 was held on Thursday, May 24, 2021 at 2:00 p.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:

Richard Baier	District Manager
Kenny Blocker	Deputy District Manager
Carrie Duckett	Assistant District Manager
Mike Eckert	District Counsel
Barbara Kays	Budget Director
Mark LaRock	Purchasing Director
Mike Harris	District Property Management Assistant Director
Brittany Wilson	Director of Technology & Board Support Services
Jennifer Farlow	District Clerk
Candice Harris	Deputy District Clerk

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

A. Roll Call

Chairman Vicenti called the meeting to order at 2:00 p.m. and stated for the record that all Board Supervisors were present representing a quorum.

B. Pledge of Allegiance

The Chairman led the Pledge of Allegiance.

C. Observation of a Moment of Silence

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

D. Welcome Meeting Attendees.

The Chairman welcomed the meeting attendees.

Mike Eckert, District Counsel, advised that it is his understanding there are several members of the Project Wide Advisory Committee (PWAC) in attendance, and stated that because today's meeting was advertised as a Special Meeting of the District 7 Board, that PWAC members would need to refrain from engaging in discussion or responding to questions that might be raised by a another PWAC member.

Chairman Vicenti stated that the main purpose of this meeting will be for the Board to provide direction to District Counsel on specific items, including suggested revisions to the language of the Third Amended and Restated Interlocal Governmental Agreement for Project Wide maintenance. Chairman Vicenti clarified that this Board does not disagree with the concept of the Project Wide Fund (PWF), but believes changes need to be made to the language within the agreement.

E. Audience Comments

Audience Comments were addressed later in the agenda.

SECOND ORDER OF BUSINESS: Agenda – Special Meeting

Below is the agenda that was provided by Chairman Vicenti.

1. District 7 Participation in Project Wide Advisory Committee

A. Process for District 7 input into and approval of PWAC budget

Supervisor VonDohlen suggested that at this time the Board discuss which items within the Agreement that the Board would like to see revised.

Supervisor VonDohlen stated that he does not believe it is a good legal practice to amend an existing contract multiple times, and believes that the Interlocal Agreement should been re-written completely, not amended. Supervisor VonDohlen advised that the contract begins by defining the specifics of the PWF, which was increased by an amendment to include South of SR 44. Within that area, the contract reads that any Districts and assets can be added to the Interlocal Agreement between the areas of CR 466 and SR 44, by amending the Agreement.

Chairman Vicenti stated prior to the revisions made to the Second Amended and Restated Agreement, the suggested revisions/additions to the Exhibit A were brought to each of the participating Districts for review and approval. The Agreement now provides that the Sumter Landing Community Development District (SLCDD) Board has authority over what items are included on the Exhibit A. Richard Baier, District Manager, advised that those revisions were made to the Agreement under the prior administration and requested that Brittany Wilson, Director of Technology & Board Support Services respond.

Ms. Wilson advised that the Second Amended and Restated Agreement was executed in 2010, and at that point in time, the language was revised to stated that the SLCDD Board would approve, via a Resolution, any amendments Exhibit A of the Project Wide Agreement. This same language was also retained within the Third Amended and Restated Agreement.

Chairman Vicenti requested clarification if prior to the Second Amended and Restated Interlocal Agreement that revisions to the Exhibit A had to receive approval from the participating Districts. Mr. Baier stated that in 2006 the Amended and Restated Interlocal Agreement provided authority to the SLCDD Board to amend the Exhibit A by Resolution.

Vice Chairman Lapp advised that when contracts and/or agreements are brought before the Board, those contracts are approved for a few years at a time; but, the Project Wide Fund Interlocal Agreement has a term of twenty (20) years. Mr. Baier advised that the Fourth Amended and Restated Interlocal Agreement would remove Districts 12 and 13 from the existing agreement and remove all common infrastructure south of SR 44.

Supervisor VonDohlen expressed concern that the assessable acreage of each District is utilized as the cost allocation methodology.

Chairman Vicenti concurred and stated the cost allocation methodology utilizing assessable acreage should be reviewed. Mr. Eckert advised that any methodology utilized will be based on the benefit to that party and advised that he would review the existing methodology, as well as other possible alternatives.

Chairman Vicenti advised that the Developer constructs the infrastructure; such as multi-modal paths and bridges, etc.; however, there the District does not receive a warranty when the infrastructure is turned over to Districts for maintenance responsibility. Mr. Eckert advised that he believes that item

would be addressed when adding items to Exhibit A, but stated a review will be completed to determine if there are requirements that should be put in place, prior to items being added to Exhibit A.

Supervisor Coleman stated that any revisions to the existing agreement should reflect that all parties are co-equal partners within the Agreement. Mr. Eckert advised that when the proposed revisions to the agreement are brought to this Board, it will include language that each party of the agreement will be more coequal.

Chairman Vicenti and Vice Chairman Lapp reiterated their prior requests that Staff provide the Board with the amount of PWF funds that were expended to maintain District 7 infrastructure. Mr. Baier advised that this Board had previously advised that it would review the listing of PWF expenditures and identify which line items the breakdown would be requested for. Mr. Eckert advised that a precise figure may be difficult to provide for certain line items, and believes that the goal of this request is to ensure there the District is receiving a benefit for the funds being expended.

Supervisor VonDohlen stated that he believes the Project Wide Advisory Committee (PWAC) should be the final decision maker, and not rely solely on SLCDD.

Chairman Vicenti concurred and stated that the PWAC should be provided with the authority as the final decision maker, and not just an advisory Committee to the SLCDD.

Chairman Vicenti provided an overview of a previous discussion the Board held, in which it was identified that a Supervisor, who sat on this Board at the time the Third Amended and Restated Agreement was approved, had indicated that he approved the agreement under duress, which led to this Board selecting new District Counsel, because the prior District Counsel identified a conflict of interest.

Chairman Vicenti inquired what the financial impact would be to the participating Districts, if Districts 12 and 13 were removed from the existing Interlocal Agreement. Mr. Baier advised that those calculations have not yet been completed; but will be achieved over the summer months.

Mr. Eckert advised that he would review the items included on the agenda by the Board, as well as the following: If new Districts could be added to the Fourth Amended and Restated Interlocal Agreement without consent of the District 7 Board; Should improvements outside of current CDD's boundaries be permitted to be added to the Exhibit A; Identify a better definition of "project"; Identify if assignment of the Agreement can be made to another governmental entity; and, what protection will be afforded to the Districts that are currently parties to the Agreement.

The remaining items on the Agenda were previously addressed.

- B. Percentage of PWAC budget allocated to District 7 lands (past and future)
- C. Flow of Funds from District 7 to PWAC
- D. Allocation of PWAC funding responsibilities among participating CDD's
- E. Term of Agreement
- F. Renewal Provisions for Agreement
- G. Evaluation of Infrastructure currently maintained by PWAC
- H. Process for adding new infrastructure to PWAC responsibility under Appendix A
- I. PWAC role as advisory vs. decision making
- J. Analyze financial impact on District 7 of being part of PWAC vs. not participating
- K. Analyze financial impact of removing district 12 and future CDD's by creating PWAC2, including a review of changes that would be made to Appendix A and what happens with infrastructure that connects PWAC lands with PWAC2 lands
- L. Duress when Agreement Approved

Ron Ruggeri, Village of Bonita, advised that he previously served as a District 7 Supervisor and concurs that PWF is a good concept, and provided an overview of previous incidents that occurred where the District would have benefitted if a warranty timeframe was in place.

Gilbert Windsor, Village of Bonita, suggested that District Counsel send a letter to the State of Florida Attorney General requesting a legal definition of what items a Board Supervisor can be personally sued for based on their actions as an elected official.

Chairman Vicenti advised that the Board recently adopted a Defense and Indemnification Policy which provides an additional layer of legal protection. Mr. Eckert advised that if a Supervisor is performing his/her duties in good faith, and within the scope of his/her duties, the District and the District's insurance company will defend them. Per Florida Statutes 768.28 which provides that an elected Supervisor will personally not be sued, and if an elected Supervisor is sued inappropriately, a motion for sanction will be filed against whoever filed the lawsuit.

- 2. Management Services Agreement
- 3. Procurement/Purchasing Protocols, Agreement Forms and Options
 - A. Participation by District 7 in approving RFP's and evaluation criteria

- B. Evaluation of proposals submitted
- C. Review of forms and agreements
- D. Alternatives to current structure for procurement

Vice Chairman Lapp stated that he believes it is important for the residents of the District to have a say in how the District's contracts are written, reviewed and approved, as it pertains to the District's procurement process. Mr. Baier advised that the Board has final approval of the contracts brought before the Board, but stated if the Board would like to have the procurement process for District 7 contractors amended, the Supervisors can discuss possible revisions with District Counsel. Mr. Baier stated that as Staff has previously indicated, having a Supervisor participate in the contractor review and selection process is not a typical practice for larger Community Development Districts (CDD) or municipal or county governmental entities.

Mr. Eckert advised that a review would be accomplished and suggestions for changes that can be incorporated within the process would be provided, in an effort to address some of the concerns of the Vice Chairman Lapp.

4. ARC Meeting Attendance

Mr. Eckert advised that he continues to complete a weekly review of the Architectural Review Committee (ARC) applications in advance of the meetings, and provides any comments to Staff. He has not been attending the weekly ARC meetings in person or via phone. Mr. Eckert stated that he would provide a status report to the Board at the June meeting as it pertains to District Counsel participation at the ARC meetings.

Tom Hosken, District 7 ARC Primary Representative, advised that there has been a number of residents in attendance at recent meetings that have become confrontational when the ARC denies their application, and reiterated his opinion that it is imperative that legal representation be present at the meetings, to address conflicts when they occur. Mr. Eckert advised that he is currently available via telephone, if an issue should occur.

Mr. Eckert advised the Board that in terms of priority, the PWF related items would be addressed first, followed by the Procurement/Purchasing protocols, and then all other remaining items discussed.

5. List of assets and infrastructure owned by the District 7 CDD

6. Review of bond documents regarding roadway reserves

THIRD ORDER OF BUSINESS: District Manager Reports

There were no District Manager Reports.

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.

Vice Chairman Lapp suggested that Dennis Broedlin, who recently resigned from the Board, be acknowledged for his service to the community. Mr. Baier advised that Staff will order a memento which can be presented to Mr. Broedlin at a future meeting.

Supervisor Coleman requested clarification on the timeframe for the interview process for the vacant seat. Mr. Baier advised that, as requested by the Board, interview of candidates who submit an application will be held during the July 8, 2021 meeting.

David Robbins, a District 12 Supervisor, requested a recap of the items District Counsel would be reviewing, which was provided.

SIXTH ORDER OF BUSINESS: Adjourn

The meeting was adjourned at 3:28 p.m.

On MOTION by Bill VonDohlen, seconded by Steve Lapp, with all in favor, the Board adjourned the meeting.

Richard J. Baier
Secretary

Jerry Vicenti
Chairman

**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, June 10, 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
Edward Coleman	Supervisor

Staff Present:

Richard Baier	District Manager
Carrie Duckett	Assistant District Manager
Mike Eckert	District Counsel
Barbara Kays	Budget Director
Mark LaRock	Purchasing Director
Mike Harris	District Property Management Assistant Director
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 three (3) Board Supervisors were present representing a quorum. Bill VonDohlen 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

No audience comments were received.

CONSENT AGENDA:

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

On MOTION by Steve Lapp, seconded by Ed Coleman, 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 for the Board Meeting held on May 13, 2021.
THIRD ORDER OF BUSINESS: Approval of the Assignment of the Agreement for RFP #180-020 Disaster Debris Removal and Disposal Services (Tertiary) with Miller Pipeline, LLC and authorized the Chairman/Vice Chairman to sign the Agreement for Assignment.

At this time, Lieutenant Siemer, Sumter County Sheriff's Office, provided a Law Enforcement Quarterly Update. Lt. Siemer reviewed the following information specific to Zone 4, which includes District 7, as well as a portion of other Districts as requested by the Board: There were 439 misdials and hang-ups for 911 calls, 39 crashes occurred within the area, 28 welfare checks, 5 domestic disturbances, 33 citizens assist, a total of 1,829 calls for services and a total of 305 crashes Villages-wide. Lt. Siemer advised that the SCSO has been awarded a grant that only five (5) departments in the United States have received, which provides either a GPS watch or GEO Bit that assists in locating loved ones who wander away from home, at no cost to the individual. With an estimated 10% of the population of The Villages having Alzheimer's or dementia, it is important to be able to locate residents quickly. Lt. Siemer responded to the Supervisors' inquiries.

FOURTH ORDER OF BUSINESS: Adoption of Resolution 21-08: FY 2021/2022 Proposed Budget

Barbara Kays, Budget Director, advised that in accordance with Chapter 190, the District must approve a proposed budget, establish the proposed maintenance assessment rates and adopt a Resolution to set the Public Hearing for the budget adoption on later than June 15th. Ms. Kays stated the Board reviewed and discussed the Fiscal Year 2021/2022 Recommended Budget during the public budget workshop held on May 18, 2021. The proposed operating budget is \$2,200,429 and reflects a decrease of \$393,436 or 15% from the current year original budget, due to the mill and overlay of villa roads as discussed during the budget review. Ms. Kays advised that the maintenance assessment rate is at the same level as the current fiscal year with no increase for Fiscal Year 2021/2022. Staff is requesting that the Board adopt Resolution 21-08 approving the Fiscal Year 2021/2022 Proposed Budget and set the Public Hearing date for adoption of the final budget on September 9, 2021 at 8:00 a.m. at the Savannah Recreation Center. Ms. Kays responded to the Supervisors' inquiries.

<p>On MOTION by Ed Coleman, seconded by Steve Lapp, with all in favor, the Board adopted Resolution 21-08 approving the Fiscal Year 2021/2022 Proposed Budget and to set the Public Hearing to adopt the Fiscal Year 2021/2022 Final Budget for September 9, 2021 at 8:00 a.m. at the Savannah Recreation Center.</p>
--

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 July 2021 invoice for the Project Wide Fund (PWF) Maintenance cost allocation in the amount of \$107,210.

Vice Chairman Lapp advised that he is opposed to the motion to proceed, because the Board has not yet been provided the requested information as it pertains to a monthly breakdown of the District 7 monthly PWF expenditures. Ms. Hochsprung advised that the information was provided based on a percentage assessment. Richard Baier, District Manager, advised that the fixed asset listing was also provided to the Board.

Mike Eckert, District Counsel, advised that the information requested by the Board is a public record; however, an exact amount of the actual expenditures may not be available.

Mr. Baier advised that Staff is working to provide the requested information and requested the Supervisors provide feedback from the fixed asset list provided. Mr. Baier advised that Staff anticipates the information to be provided to the Board at the July 9, 2021 meeting.

At this time, Chairman Vicenti passed the gavel to Vice Chairman Lapp.

Vice Chairman Lapp requested a motion on the Project Wide Monthly Invoice.

On MOTION by Ed Coleman, seconded by Jerry Vicenti, with two (2) Supervisors voting “Aye” and Steve Lapp voting “Nay”, the Board approved payment of the July 2021 invoice for the Project Wide Maintenance cost allocation in the amount of \$107,210.

At this time, Vice Chairman Lapp passed the gavel back to Chairman Vicenti.

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

On MOTION by Steve Lapp, seconded by Ed Coleman, with all in favor, the Board authorized the payment to Hopping Green & Sams for legal services rendered during the month of March 2021 in the amount of \$10,848.63.

SEVENTH ORDER OF BUSINESS: Old Business Status Update

Mr. Baier 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.
- Provide Board with monthly PWF expenses for District 7: The item is provided to the Board on a monthly basis.
- Board participation in District procurement process: Mr. Eckert advised that this item will be presented at the July 8, 2021 meeting.
- Advertise Vacant Seat 1 position: The advertisement for the vacant position has been completed and interviews will be conducted at the July 8, 2021 meeting.

EIGHTH ORDER OF BUSINESS: Continued Case No. D7-02-21 vs. Earl Behringer, 2196 Pilar Place

Candy Dennis, Community Standards Manager, advised that Staff has reviewed the property and determined that it is in compliance per the District’s adopted Rule. Ms. Dennis requested that the Board dismiss Case No. D7-02-21.

<p>On MOTION by Steve Lapp, seconded by Ed Coleman, with all in favor, the Board approved a motion of dismissal of Case No. D7-02-21 VCDD No. 7 vs. Earl Behringer, 2196 Pilar Place.</p>
--

NINTH ORDER OF BUSINESS: Financial Statement

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

TENTH ORDER OF BUSINESS: DPM Monthly Report

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

ELEVENTH ORDER OF BUSINESS: District Manager Reports

Mr. Baier advised as information a groundbreaking ceremony was recently held for the First Responders Recreation Center.

A. COVID-19 Update

Mr. Baier advised the District is back to pre-COVID practices at the facilities and stated he will be contacting the Supervisors individually regarding the upcoming Fiscal Year Board meetings and locations.

TWELFTH ORDER OF BUSINESS: District Counsel Reports

No District Counsel Reports were addressed.

THIRTEENTH ORDER OF BUSINESS: Supervisor Comments

A. District 7 Chairman Vicenti: PWAC After Agenda

The After Agenda from the Project Wide Advisory Committee (PWAC) meeting held on June 3, 2021 was provided as information to the Board.

Chairman Vicenti requested clarification if the Fourth Amended and Restated Interlocal Governmental Agreement for Maintenance of Project Wide Improvements would be brought before the participating District Boards for consideration. Mr. Baier advised that this item would be included on the July agendas for consideration. Chairman Vicenti stated the District Counsel is currently in the process of reviewing the Agreement, as directed by this Board at the District 7 Special Meeting recently held, and requested that this item not be included on the District 7 July 8, 2021 agenda.

Mr. Eckert advised that he anticipates bringing language revisions to the Fourth Amended and Restated Interlocal Governmental Agreement for Project Wide Improvements for the Board's review at the July 8, 2021 meeting, and suggested that the Board discuss the revised document prepared at that time.

Mr. Baier inquired if Chairman Vicenti would like Staff to forward a copy of the Fourth Amended and Restated Interlocal Governmental Agreement, which has been approved by the Sumter Landing Community Development District (SLCDD) Board.

Chairman Vicenti stated that Staff can forward a copy of the Agreement, but it will not be addressed by the Board at the July 8, 2021 meeting.

Chairman Vicenti inquired what the fiscal impact would be on District 7, if Districts 12 and 13 were removed from the existing agreement. Mr. Baier advised that the information will be provided at the July meeting.

Mr. Eckert requested that the Word document of the Fourth Amended and Restated Interlocal Governmental Agreement be forwarded to his attention also.

Mr. Eckert advised that Hopping, Green & Sams (HGS) has not been attending the Architectural Review Committee (ARC) meetings either in-person or telephonically, but continues to review the applications submitted weekly and provides comments, as necessary, to District Staff.

Vice Chairman Lapp stated that he has received comments from residents regarding a potential increase to trail fees on the Executive Golf Courses, due to the addition of tee times, and does not believe an increase should be implemented.

Mr. Baier advised the proposed increase to trail fees is to address the damage that occurred on the courses due to the significant increase in the amount of play on the courses and the number of golf carts traversing the courses during the COVID-19 pandemic.

TWELFTH ORDER OF BUSINESS: Adjourn

The meeting was adjourned at 8:52 a.m.

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

Richard J. Baier
Secretary

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: 7/8/2021

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

ISSUE:

Review and approval of Annual Agreement Renewal for the Village Community Development District #7 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 Eleven	10P-015	Investment Advisory Services	VCDD7 (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
❑ VCDD7 PFM Asset Mgmt 10P-015 Renew11	Exhibit

**RENEWAL ELEVEN TO THE AGREEMENT BETWEEN
VILLAGE COMMUNITY DEVELOPMENT DISTRICT #7
AND PFM ASSET MANAGEMENT LLC
FOR INVESTMENT ADVISORY SERVICES
RFP #10P-015**

THIS RENEWAL is entered into this 8th day of July 2021, by and between VILLAGE COMMUNITY DEVELOPMENT DISTRICT #7 (VCDD7), 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, VCDD7 and CONSULTANT entered into Agreement RFP #10P-015 for Investment Advisory Services (AGREEMENT) on behalf of VCDD7 dated January 15, 2010 with option to renew annually, if agreed to in writing by both parties; and

WHEREAS, VCDD7 and CONSULTANT entered into Renewal One and Amendment One to the AGREEMENT on September 2, 2011, effective October 1, 2011; and

WHEREAS, VCDD7 and CONSULTANT entered into Renewal Two to the AGREEMENT on September 7, 2012, effective October 1, 2012; and

WHEREAS, VCDD7 and CONSULTANT entered into Renewal Three to the AGREEMENT on September 6, 2013, effective October 1, 2013; and

WHEREAS, VCDD7 and CONSULTANT entered into Renewal Four to the AGREEMENT on September 5, 2014, effective October 1, 2014; and

WHEREAS, VCDD7 and CONSULTANT entered into Renewal Five to the AGREEMENT on September 3, 2015, effective October 1, 2015; and

WHEREAS, VCDD7 and CONSULTANT entered into Renewal Six to the AGREEMENT on August 11, 2016, effective October 1, 2016; and

WHEREAS, VCDD7 and CONSULTANT entered into Renewal Seven to the AGREEMENT on August 10, 2017, effective October 1, 2017; and

WHEREAS, VCDD7 and CONSULTANT entered into Renewal Eight and Amendment Two to the AGREEMENT on August 9, 2018, effective October 1, 2018; and

WHEREAS, VCDD7 and CONSULTANT entered into Renewal Nine to the AGREEMENT on July 11, 2019, effective October 1, 2019; and

WHEREAS, VCDD7 and CONSULTANT entered into Renewal Ten to the AGREEMENT on October 8, 2020, effective October 8, 2020; and

WHEREAS, VCDD7 and CONSULTANT desire to renew the existing AGREEMENT which expires on September 30, 2021, as set forth below.

**RENEWAL ELEVEN TO THE AGREEMENT BETWEEN
VILLAGE COMMUNITY DEVELOPMENT DISTRICT #7
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, VCDD7 and CONSULTANT agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.
2. VCDD7 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, VCDD7 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. VCDD7 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 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 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 #7**

By: _____

Print Name

Print Title

Date

Attest

PFM ASSET MANAGEMENT LLC

By: _____

Print Name

Print Title

Date

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		
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		
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
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		
BROWNWOOD	\$2,801,280.75	1.00%	\$200.00	\$16.67	50151 5051 000.539319	

FY Total	\$289,562,863.14	100.00%	\$20,000.00	\$1,666.67
	\$0.00			

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: 7/8/2021

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 7.**

WHEREAS, the Board of Supervisors of the Village Community Development District No. 7 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. 7:**

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 8, 2021.

THIS RESOLUTION INTRODUCED and ADOPTED by the BOARD OF SUPERVISORS at their regular meeting on July 8, 2021.

ATTEST:

Village Community Development District
No. 7:

Richard J. Baier, Secretary

Jerry Vicenti, Chairman

The Villages®
Community Development Districts
District 7

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 7

FROM:

DATE:

SUBJECT: Interview of Candidates for Vacant Seat 1

ISSUE:

Candidates (In alphabetical order):
Gilbert Windsor, Jr.
Joy Lewis

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
☐ Gilbert Windsor Jr.	Cover Memo
☐ Joy Lewis	Cover Memo

APPLICATION FOR APPOINTMENT - VCDD NO. 7 BOARD OF SUPERVISORS (RAC)

PLEASE PRINT OR TYPE

APPLICANT NAME: GILBERT E. WINDSOR, JR E-MAIL: WINDSOR - GILBERT@YAHOO.COM

ADDRESS: 2354 BRAMBLE TER. PHONE # 352-571-8226

CITY: VILLAGES (BONITA) ZIP CODE: 32162 CELL/BUSINESS# 352-571-8226

OCCUPATION: RETIRED PREVIOUS OCCUPATION: PRESIDENT/OWNER

HOW LONG HAVE YOU LIVED IN THE VILLAGES? 13 YEARS

REFERENCES: (PLEASE DO NOT USE A VCDD NO. 7 BOARD SUPERVISOR AS A REFERENCE)

	NAME	ADDRESS	PHONE
1)	ED PATLEONARD	2396 LONGBOW TRL. (BONITA)	508-272-3670
2)	BOB/STUDY STOLLER	2316 GLADE RUN (BONITA)	352-350-7016
3)	GARY/KAREN MEGGIO	2287 BRAMBLE TER (BONITA)	407-447-7260

APPLICANTS ARE ENCOURAGED TO SUBMIT ADDITIONAL SHEETS AS NECESSARY

HAVE YOU ENGAGED WITH YOUR DISTRICT GOVERNMENT BY ATTENDING: YES
BOARD MEETINGS OR WORKSHOPS?
CDD ORIENTATION? (DATE)
RESIDENT ACADEMY? (DATE) NO DUE TO COVID 19

PROVIDE YOUR KNOWLEDGE, SKILLS AND ABILITIES, AS IT RELATES TO YOUR SERVICE AS A BOARD SUPERVISOR:

SEE ATTACHMENT

PROVIDE DETAILS OF HOW YOU WOULD EMBODY THE DISTRICT'S CORE VALUES OF STEWARDSHIP, HARDWORK, HOSPITALITY AND CREATIVITY AND INNOVATION.

SEE ATTACHMENT

EXPLAIN HOW YOUR PRIOR SERVICE ON A GOVERNMENT BOARD, COUNCIL OR COMMITTEE HAS PREPARED YOU TO SERVE AS A VCDD NO. 7 BOARD SUPERVISOR.

SEE ATTACHMENT

IF YOU DO NOT HAVE PRIOR EXPERIENCE AS AN ELECTED OFFICIAL, PLEASE EXPLAIN HOW YOU WOULD ANTICIPATE INTERACTING WITH THE VCDD NO. 7 BOARD OF SUPERVISORS.

SEE ATTACHMENT

IS THERE ANYTHING IN YOUR PERSONAL OR PROFESSIONAL LIFE THAT MIGHT BE CONSIDERED CONTROVERSIAL, IF YOU WERE APPOINTED TO SERVE AS A VCDD NO. 7 BOARD SUPERVISOR?

NO

PLEASE RETURN COMPLETED FORM NO LATER THAN TUESDAY, JUNE 29, 2021 at 5:00 P.M. TO THE DISTRICT OFFICE, ATTENTION: JENNIFER FARLOW, 984 OLD MILL RUN, THE VILLAGES, FLORIDA 32162. PLEASE CALL MS. FARLOW AT 751-3839 IF YOU HAVE ANY QUESTIONS REGARDING YOUR APPLICATION.

IMPORTANT LEGAL REQUIREMENTS FOR VCDD NO. 7 BOARD OF SUPERVISORS

AS A MEMBER OF THE VCDD NO. 7 BOARD OF SUPERVISORS YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE LAWS REGARDING GOVERNMENT-IN-SUNSHINE, CODE OF ETHICS FOR PUBLIC OFFICERS AND PUBLIC RECORDS DISCLOSURE. TRAINING IN THESE AREAS WILL BE PROVIDED BY THE DISTRICT.

(Signature)

1)

SIGN: Gert E. Windsor DATED: 6/23/21

PRINT: GILBERT E. WINDSOR, JR. RECEIVED BY CLERK:  6/23

ATTACHMENT

SKILLS and ABILITIES:

"40 years in the Major Electrical Industry with 35 years in Management".
The last 15 years President /Owner of Edison Electrical Enterprises, Inc.

Managed Multi-Million Dollar Contracts
Contract Negotiations
Request For Proposals (RFP)
Request For Information (RFI)
Bidding "Scope of Work" and "Specifications"
Purchase Orders
Schedule of "Values" for Billing Purposes
Change Orders
Requisitions

CORE VALUES:

Fiduciary Responsibility at all Times
Good Ethical Character
Mind Set for Details
Passion for Constituents Concerns
Respect all Board Members's Ideas

"I see myself as well positioned to address problems. I believe that you can make government work for everybody in that we don't have to accept things the way they are".

PRIOR SERVICE:

Elected by voters of Dorchester County, Maryland to State Central Committee
Elected Chairman of Nine Maryland Counties State Central Committee
Elected President of "Rescue Fire Company", Cambridge, Maryland
President of Dorchester County, Maryland Fireman's Association (14 Fire Companies)
Little League Manager /Coach

By: Gilbert E. Windsor, Jr.



Scanned by iPhon

On Jan 11, 2021, at 1:30 PM, Joy Lewis <joy.lewis@comcast.net> wrote:

Good afternoon,
Per your request, attached is the Application for Appointment for the District 7 position.
Please let me know if you need any other information.

Thank you,
Joy Lewis

Joan Lewis, District Clerk
900 Old Mill Road, The Villages, Florida 32150
Phone: 352.745.2000 Fax: 352.745.2001

Confidentiality: Information is Confidentiality: "Good Work"
Note: This Application is not a contract or offer of employment. It is a request for consideration of your application for a position. It is not a contract or offer of employment. It is a request for consideration of your application for a position. It is not a contract or offer of employment. It is a request for consideration of your application for a position.

*Application for Appointment 11-11-2021

APPLICATION FOR APPOINTMENT - VCDD NO. 7 BOARD OF SUPERVISORS

PLEASE PRINT OR TYPE

APPLICANT NAME: Joy Lewis E-MAIL: joy.kelly.lewis@gmail.com

ADDRESS: 1993 Murrells Inlet Loop PHONE #:

CITY: The Villages ZIP CODE: 32162 CELL/BUSINESS#: (603) 831-4709

OCCUPATION: Retired PREVIOUS OCCUPATION: Forecasting/Budgeting

HOW LONG HAVE YOU LIVED IN THE VILLAGES? 1 yr 8 months

REFERENCES: (PLEASE DO NOT USE A VCDD NO. 7 BOARD SUPERVISOR AS A REFERENCE)

1) Kristin Dhaoge 4 Prospect Heights, Peterborough NH 03458 (603) 547-2008

2) Laurie Mackigan 431 N. Bennington Rd, Bennington, VT 05441 (603) 547-5092

3) Lara Shields 99 Glen Farm Rd Temple Hill 02844 (603) 465-1033

APPLICANTS ARE ENCOURAGED TO SUBMIT ADDITIONAL SHEETS AS NECESSARY

HAVE YOU ENGAGED WITH YOUR DISTRICT GOVERNMENT BY ATTENDING:
BOARD MEETINGS OR WORKSHOPS? NO
CDD ORIENTATION? (DATE) NO
RESIDENT ACADEMY? (DATE) NO

PROVIDE YOUR KNOWLEDGE, SKILLS AND ABILITIES, AS IT RELATES TO YOUR SERVICE AS A BOARD SUPERVISOR:
Being the sales Analyst (responsible for forecasting and budgeting) for both Oregon and Virginia, Automotive and Planographic Paper Mills for the last 10 years. I have taught me about teamwork, keeping an open mind, professional and thoroughness.

EXPLAIN HOW YOUR PRIOR SERVICE TO DISTRICT GOVERNMENT BOARD, COUNCIL OR COMMITTEE HAS PREPARED YOU TO SERVE AS A VCDD NO. 7 BOARD SUPERVISOR:
I am patient, honest and a "thinker", I would ask questions until I fully understand a subject. As a Trustee of the Trust Funds for Bennington, VT, I had to frequently come to a consensus with many departments. Also, Board of the Bennington Resource Center.

IS THERE ANYTHING IN YOUR PERSONAL OR PROFESSIONAL LIFE THAT MIGHT BE CONSIDERED CONTROVERSIAL, IF YOU WERE APPOINTED TO SERVE AS A VCDD NO. 7 BOARD SUPERVISOR?
NO

PLEASE RETURN COMPLETED FORM NO LATER THAN **TUESDAY, JUNE 29, 2021 at 5:00 P.M.** TO THE DISTRICT OFFICE, ATTENTION: JENNIFER FARLOW, 984 OLD MILL RUN, THE VILLAGES, FLORIDA 32162. PLEASE CALL MS. FARLOW AT 751-3939 IF YOU HAVE ANY QUESTIONS REGARDING YOUR APPLICATION.

IMPORTANT LEGAL REQUIREMENTS FOR VCDD NO. 7 BOARD OF SUPERVISORS

AS A MEMBER OF THE VCDD NO. 7 BOARD OF SUPERVISORS YOU WILL BE OBLIGATED TO FOLLOW ANY APPLICABLE AND EXISTING GOVERNMENT-IN-SUNSHINE CODE OF ETHICS FOR PUBLIC OFFICERS AND PUBLIC RECORDS DISCLOSURE TRAINING IN THESE AREAS WILL BE PROVIDED BY THE DISTRICT.

SIGN: Joy Lewis DATED: 6/22/21

PRINT: Joy Lewis RECEIVED BY CLERK:

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: 7/8/2021

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 #7 and Daves Fencing & Painting Inc. for Fencing – 2, 3 & 4 Board Installations, Repairs & Painting.

ANALYSIS/INFORMATION:

On May 10, 2018, Village Community Development District #7 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 10, 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
▣ VCDD7 Daves Fencing 18B-016 Amend2 Renew2	Exhibit

**AMENDMENT TWO AND RENEWAL TWO OF THREE TO THE AGREEMENT BETWEEN
VILLAGE COMMUNITY DEVELOPMENT DISTRICT #7
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 8th day of July 2021, by and between VILLAGE COMMUNITY DEVELOPMENT DISTRICT #7 (VCDD7), 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, VCDD7 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 VCDD7, dated May 10, 2018; and

WHEREAS, VCDD7 and CONTRACTOR entered into Amendment One to the AGREEMENT on September 10, 2020 and effective October 1, 2020; and

WHEREAS, VCDD7 and CONTRACTOR entered into Renewal One to the AGREEMENT on September 10, 2020 and effective October 1, 2020; and

WHEREAS, VCDD7 and CONTRACTOR desire to amend the Agreement pursuant to unforeseen supply chain disruption caused by Covid-19; 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 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 VCDD7. The amended unit prices are effective July 8, 2021.</p>

3. 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.

4. 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.

**AMENDMENT TWO AND RENEWAL TWO OF THREE TO THE AGREEMENT BETWEEN
VILLAGE COMMUNITY DEVELOPMENT DISTRICT #7
AND DAVES FENCING & PAINTING, INC. FOR
FENCING – 2, 3 & 4 BOARD INSTALLATIONS, REPAIRS AND PAINTING (RE-BID)
ITB #18B-016**

IN WITNESS WHEREOF, said VCDD7 has caused this Amendment and 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 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 #7**

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 7

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 7

FROM: Anne Hochsprung, Finance Director

DATE: 7/8/2021

SUBJECT: **Project Wide Monthly Invoice**

ISSUE:

Payment of Project Wide Monthly Invoice

ANALYSIS/INFORMATION:

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

STAFF RECOMMENDATION:

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

MOTION:

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

ATTACHMENTS:

Description	Type
□ District #7 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
Budget Total:	\$	1,286,529.00

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: 7/8/2021

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 May 2021 total \$11,591.50 . The invoices are included as an attachment.

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

MOTION: Motion to authorize the payment to Hopping Green & Sams for legal services rendered during the month of May 2021 in the amount of \$11,591.50.

ATTACHMENTS:

Description	Type
▣ HGS Invoice 123172	Cover Memo
▣ HGS Invoice 123171	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 =====

June 18, 2021

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

Bill Number 123172
Billed through 05/31/2021

ARCA

VI7CDD 00102 JLK

FOR PROFESSIONAL SERVICES RENDERED

05/04/21	MCE	Prepare for ARC meeting.	0.50 hrs
05/05/21	MCE	Prepare for and attend ARC meeting.	0.50 hrs
05/11/21	MCE	Prepare for ARC meeting.	0.30 hrs
05/12/21	MCE	Review ARC applications; attend ARC meeting.	0.70 hrs
05/18/21	MCE	Review ARC applications; confer with Dennis and Duckett.	0.40 hrs
05/23/21	MCE	Review ARC applications.	0.70 hrs
05/25/21	MCE	Confer with Dennis.	0.10 hrs
05/28/21	MCE	Review ARC applications.	1.10 hrs
Total fees for this matter			\$1,612.50

MATTER SUMMARY

Eckert, Michael C.	4.30 hrs	375 /hr	\$1,612.50
TOTAL FEES			\$1,612.50
TOTAL CHARGES FOR THIS MATTER			<u>\$1,612.50</u>

BILLING SUMMARY

Eckert, Michael C.	4.30 hrs	375 /hr	\$1,612.50
TOTAL FEES			\$1,612.50
TOTAL CHARGES FOR THIS BILL			<u>\$1,612.50</u>

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 =====

June 18, 2021

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

Bill Number 123171
Billed through 05/31/2021

General Counsel
VI7CDD 00001 JLK

FOR PROFESSIONAL SERVICES RENDERED

05/03/21	MCE	Prepare for and attend conference call regarding Behringer dispute; follow up; prepare settlement agreement; review new laws approved by the Florida Legislature in 2021 and impact on district; prepare outline for attorney work session regarding tasks to be completed; prepare stipulated order of enforcement; confer with Shoemaker; review agenda; confer with Farlow; prepare for Behringer hearing.	3.80 hrs
05/04/21	MCE	Prepare for hearing; research process for deed enforcement; prepare agenda for workshop meeting; prepare outline for attorney work session regarding tasks to be completed; prepare stipulated order of enforcement; confer with Shoemaker; review agenda; confer with Farlow; prepare for Behringer hearing.	2.60 hrs
05/04/21	JLK	Review records correspondence and quasi-judicial hearing and confer with Eckert on same; review EO ordinance and impacts to District operations.	0.50 hrs
05/05/21	MCE	Review deed restriction case; confer with Duckett; prepare for hearing; confer with Shoemaker; confer with Duckett and Dennis regarding Behringer.	1.00 hrs
05/05/21	DMS	Research/review/follow up on quasi judicial hearing issues; teleconference and emails with Eckert on same.	1.90 hrs
05/06/21	MCE	Confer with Dennis regarding Behringer hearing; review agenda; confer with Farlow.	0.20 hrs
05/07/21	JLK	Research COVID liability bill, executive orders and work with FIA on recommendations for implementation and best practices.	0.10 hrs
05/11/21	MCE	Confer with Duckett regarding Behringer hearing and quasi-judicial hearings; confer with Vicenti; confer with Shoemaker.	0.50 hrs
05/12/21	MCE	Prepare for and travel to board meeting.	1.50 hrs
05/13/21	MCE	Prepare for and attend board meeting.	5.50 hrs
05/17/21	MCE	Follow up regarding assessment collection plan for 2021-2022; prepare budget and assessment documents regarding fiscal year 2021-2022.	0.30 hrs
05/17/21	JLK	Review and transmit impact fee bill summary to Board and confer with Eckert on same.	0.50 hrs

05/18/21	DGW	Draft fiscal year budget documents.	0.30 hrs
05/19/21	MCE	Prepare budget resolution.	0.10 hrs
05/20/21	DGW	Draft fiscal year budget documents.	0.70 hrs
05/23/21	MCE	Review ARC applications.	0.20 hrs
05/24/21	MCE	Prepare for special board meeting; review PWAC issues; prepare for, travel to and attend special board meeting; return travel; follow up; review PWAC agreements and related issues.	7.10 hrs
05/26/21	MCE	Confer with Shoemaker regarding Behringer; confer with Vicenti.	0.30 hrs
05/30/21	MCE	Prepare budget and assessment resolutions; distribute same.	0.30 hrs
Total fees for this matter			\$9,979.00

MATTER SUMMARY

Wilbourn, David - Paralegal	1.00 hrs	160 /hr	\$160.00
Smith, Douglas M.	1.90 hrs	370 /hr	\$703.00
Kilinski, Jennifer L.	1.10 hrs	310 /hr	\$341.00
Eckert, Michael C.	23.40 hrs	375 /hr	\$8,775.00
TOTAL FEES			\$9,979.00
TOTAL CHARGES FOR THIS MATTER			\$9,979.00

BILLING SUMMARY

Wilbourn, David - Paralegal	1.00 hrs	160 /hr	\$160.00
Smith, Douglas M.	1.90 hrs	370 /hr	\$703.00
Kilinski, Jennifer L.	1.10 hrs	310 /hr	\$341.00
Eckert, Michael C.	23.40 hrs	375 /hr	\$8,775.00
TOTAL FEES			\$9,979.00
TOTAL CHARGES FOR THIS BILL			\$9,979.00

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: Mike Eckert, District Counsel

DATE: 7/8/2021

SUBJECT: **Review of Proposed Revisions to the Fourth Amended and Restated Interlocal Agreement for Project Wide Improvements**

ISSUE: Review of Proposed Revisions to the Fourth Amended and Restated Interlocal Agreement for Project Wide Improvements

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

	Description	Type
▣	Draft - Fourth Amended and Restated Agreement with Changes	Cover Memo
▣	Draft - Fourth Amended and Restated 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, VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12, VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 13, 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

DRAFT – FOR DISCUSSIONS PURPOSES ONLY

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 SLRDD 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 (as defined below) desire to limit the Project territory to exclude the areas South of SR 44 and otherwise modify terms as set forth herein.

~~10.~~11. For purposes of this Agreement, the “Remaining Parties” shall constitute all Parties to this Agreement except for Village Community Development District No. 12 and Village Community Development District No. 13.

DRAFT – FOR DISCUSSIONS PURPOSES ONLY

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the ~~P~~parties agree that the ~~Second-Third~~ 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; ~~OWNERSHIP~~ ACKNOWLEDGEMENT.** For the purposes of this Agreement, Project Wide Improvements shall only 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 and north of SR 44, Exhibit “A” may be modified only by ~~resolution of SLCD~~ approval of each of the Remaining Parties’ respective Board of Supervisors, 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 or located within Village Community Development District No. 12 or Village Community Development District No. 13, and any improvements located south of SR 44. Each Remaining Party acknowledges that each Remaining Party owns the Project Wide Improvements located within the respective Remaining Party’s boundaries. For each improvement not located within any Respective Party’s boundaries, the Remaining Parties acknowledge the ownership reflected in Exhibit A.

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; BUDGET; REPORTING.** The actual costs of operating, maintaining, repairing, replacing and insuring 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 Remaining Districts. Certain of the Project Wide Improvements are within the SR 44 right-of-way and thus benefit lands located north and south of the SR 44 right-of-way. For Project Wide Improvements located within the SR 44 right-of-way, the Remaining Parties through the PWAC will pay fifty percent (50%) of the actual costs of operation, maintenance, repair, replacement, and insurance. The remaining fifty percent (50%) will be paid by Community Development District No. 12, Community Development District No. 13 and all other community development districts located, or to be located, south of SR 44. Each District

Commented [ME1]: Exhibit A should include the party that owns the item.

Commented [ME2]: Assessable acreage may not be fair when comparing a residential CDD to 1) a commercial CDD with multi-story buildings and significant areas dedicated to parking that are presumably not being assessed, or to 2) a CDD with a substantial number of apartments. It is suggested to analyze the allocation methodology to determine whether an “equivalent residential unit” allocation methodology is more fair and appropriate, especially considering the differences between a commercial CDD, a CDD with a large number of apartments, and a typical single-family home CDD.

shall remit its proportionate share within ten (10) days of invoice from the ~~Sumter Landing Community Development District~~SLCDD.

Not later than April 1 of each year, the PWAC shall prepare and submit to each Remaining Party a budget for the fiscal year beginning the next October 1. The budget shall include a good faith estimation of the costs budgeted to be spent outside of all Remaining Parties' boundaries as well as the costs budgeted to be spent inside each specific Remaining Party's boundary. Each Party shall have forty-five days to review and provide input related to the PWAC budget, which input the PWAC shall acknowledge and consider at a public meeting of the PWAC.

By December 1 of each year, SLCDD shall prepare and distribute to each of the Remaining Parties a report which estimates the monies spent through the PWAC outside of all Remaining Parties' boundaries as well as the monies spent inside each specific Remaining Party's boundaries.

5-6. PAYMENT FROM VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12 AND VILLAGE COMMUNITY DEVELOPMENT DISTRICT 13. A report detailing the financial aspects of the withdraw of Village Community Development District No. 12 and Village Community Development District No. 13 from the PWAC is attached hereto as Exhibit B. Pursuant to that report, and in order to fairly withdraw from the PWAC without causing the Remaining Parties any unfair burdens of funding, Village Community Development District No. 12 shall pay \$ _____ to SLCDD, which funds shall only be used for future expenses of the PWAC. In order to fairly withdraw from the PWAC without causing the Remaining Parties any unfair burdens of funding, Village Community Development District No. 13 shall pay \$ _____ to SLCDD, which funds shall only be used for future expenses of the PWAC.

6-7. 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-direction~~ on issues related to the operation, maintenance, repair, and replacement 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-approve~~ an annual budget ~~to which SLCDD must follow for the Project Wide Improvements~~, review budget to actual statements and review and ~~recommend-approve~~ all capital expenditures through the budget process or outside the budget process as the need develops; ii) review and ~~approve-recommend~~ all contract renewals and bid and proposal awards to be adopted by SLCDD for the Project Wide Improvements; 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~~Remaining Parties' respective Board of Supervisors. ~~It is the intent of SLCDD shall to~~ enact, adopt, or put into place those rules,

Commented [ME3]: There needs to be a financial analysis conducted as to the funds on hand which the Parties have paid into PWAC and a determination of what funds should be paid by Nos. 12 and 13, if any, as of the date No. 12 and 13 are removed from PWAC. The financial analysis may also conclude that funds should be paid to Nos. 12 and 13, but this is unknown at this time because no financial analysis has been presented. This paragraph may need to be revised to be more general as specific numbers will be hard to determine until the end of Fiscal Year 2021-2022. However, the concept needs to be addressed in some fashion.

policies, procedures and other actions of the PWAC within the scope of the PWAC powers and ~~to~~ approve and enter into those contracts and disburse those funds necessary and proper to implement the ~~actions-decisions~~ of the PWAC. ~~The resolutions provide that should~~ the ~~Should~~ SLCDD not agree with the PWAC ~~recommendations-directives~~ and if a delay will not adversely affect operations, a joint meeting shall be scheduled between SLCDD and the PWAC to discuss the ~~recommendation-directive~~ prior to final ~~action-of-implementation by~~ 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. Unless the directive given by the PWAC results in a violation of law, SLCDD shall follow the PWAC's directive. The SLCDD shall timely revise all its resolutions that are inconsistent with, or conflict with, the provisions of this Agreement.

8. TERM; CANCELLATION. Unless earlier terminated or extended by mutual agreement of the Remaining Parties, this Agreement shall expire ~~ten-three (403)~~ years from the date hereof. This Agreement shall automatically renew for successive ~~ten three (403)~~ year periods unless at least one Party provides notice to the other Remaining 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. If a court of competent jurisdiction determines that this Agreement is not legal, or determines that any Party cannot perform under this Agreement for any reason, this Agreement shall be canceled and SLCDD shall refund all monies on hand to the Remaining Parties in proportion to the Remaining Parties' prior percentages of contribution.

9. FILING. The SLCDD is hereby authorized and directed, after approval of this Interlocal Agreement by the respective governing bodies of the Parties, and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto, to cause this Interlocal Agreement to be filed with the Clerk of the Circuit Court of Sumter County, Florida, in accordance with the requirements of Section 163.01(11) of the Cooperation Act.

Commented [ME4]: If other counties are implicated, it should be filed there as well.

10. APPLICABLE LAW AND VENUE. This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be in Sumter County, Florida.

11. DISPUTE RESOLUTION.

(A) The Parties agree to resolve any dispute related to the interpretation or performance of this Interlocal Agreement in the manner described in this Section 11 prior to filing suit against the other Party. Any Party may initiate the dispute resolution process by providing written notice to the other Party. This Section 11 is

intended to provide a dispute resolution process in lieu of the process provided in Chapter 164, Florida Statutes.

(B) After transmittal and receipt of a notice specifying the area or areas of disagreement, the Parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(C) If discussions between the Parties fail to resolve the dispute within 60 days of the notice described in subsection (A) above, the Parties shall appoint a mutually acceptable neutral third party to act as a mediator. If the Parties are unable to agree upon a mediator, the Parties will discontinue this contractual dispute resolution process and the dispute shall be subject to the process in Chapter 164, Florida Statutes. The mediation contemplated by this subsection (C) is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives.

(D) If the Parties are unable to reach a mediated settlement within 120 days of the mediator's appointment, any Party may terminate the settlement discussions by written notice to the other Parties. In such event, any Party may initiate litigation within 120 days of the notice terminating the settlement discussions. Failure by the Party initiating the dispute resolution procedure to commence litigation within the 120-day period shall be deemed to constitute an acceptance of the interpretation or performance of the other Party.

(E) In any dispute, each Party shall pay the fees, charges and expenses of its own counsel, experts, and witnesses. All parties share equally in the fees and expenses of the mediator.

(F) Village Community District No. 12 and Village Community Development No. 13 shall not be required to participate in this dispute resolution process if the dispute does not involve actions or omissions by Village Community District No. 12 or Village Community Development No. 13, or if the dispute and its potential resolution have no impact on Village Community District No. 12 or Village Community Development No. 13.

(F) The terms of this Section 11 shall survive any termination or expiration of this Agreement.

12. INSPECTION OF FUTURE PROJECT WIDE IMPROVEMENTS; WARRANTY. As a cost of the PWAC, the SLCDD shall arrange for the inspection of any infrastructure, facilities, land, or any other item proposed to be added as a Project Wide Improvement to Exhibit A. The inspection shall be performed by a licensed professional engineer in the state of Florida who is completely unaffiliated with, or who has had a contract with: 1) the developer of The Villages or its affiliates, 2) any of the community development districts within the Villages, and 3) any of the homeowner's associations or community associations within the Villages. The engineer shall issue a certification that the infrastructure, facilities, land or any other item proposed to be added as a Project Wide

Improvement was built according to plans approved by the applicable federal, state, county or city laws, regulations and permits, is in new or like new condition, and is free from defects, with the exception of latent defects. In addition, the PWAC shall not accept any infrastructure or facilities proposed to be added as a Project Wide Improvement unless the conveyance is accompanied by a two-year warranty or a two-year maintenance bond, from the entity that is conveying the infrastructure or facility.

13. AMENDMENT. Except as set forth above, this Agreement may be modified in writing only by the mutual agreement of each of the Parties' Board of Supervisors~~the Parties~~ in accordance with their respective laws, rules, and procedures.

7-14. NO INDIVIDUAL LIABILITY; PROTECTION OF THE PWAC MEMBERS. Appointed members and alternate members of the PWAC serve in such capacity as members of a Remaining Party's Board of Supervisors and in no other capacity. Consequently, supervisors serving as a member or alternate on the PWAC shall bear no personal liability for their service on the PWAC if the conduct at issue falls within the conduct protected by the defense and indemnification resolution(s) adopted by her or her respective Board of Supervisors. In addition, each Remaining Party shall ensure that its supervisors serving as a member or alternate to the PWAC is covered by the Remaining Party's directors' and officers' liability policy or general liability policy for actions related to the PWAC. No Party shall threaten personal suit or personal liability against an individual member or alternate of the PWAC if the conduct at issue falls within the conduct protected by the defense and indemnification resolutions adopted by that member or alternate's Board of Supervisors.

8-15. 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.

9-16. MATTERS UNAFFECTED. No right or obligation that may currently or subsequently exist respecting the ~~P~~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.

10-17. ASSIGNMENT. This Agreement may not be assigned ~~by any party except to a governmental entity~~ by any Party without the prior written consent of all other Parties. Any purported assignment without such prior written consent is void.

11-18. EFFECTIVE DATE. This Agreement shall become effective on October 1, 2022.

|

|

DRAFT – FOR DISCUSSIONS PURPOSES ONLY

DRAFT – FOR DISCUSSIONS PURPOSES ONLY

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

ATTEST:

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

Print Name: _____
Title: _____

Print Name: _____
Title: _____

ATTEST:

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 6**

Print Name: _____
Title: _____

Print Name: _____
Title: _____

ATTEST:

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 7**

Print Name: _____
Title: _____

Print Name: _____
Title: _____

ATTEST:

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 8**

Print Name: _____
Title: _____

Print Name: _____
Title: _____

ATTEST:

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 9**

Print Name: _____
Title: _____

Print Name: _____
Title: _____

ATTEST:

VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO.
10

Print Name: _____
Title: _____

Print Name: _____
Title: _____

ATTEST:

VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO.
11

Print Name: _____
Title: _____

Print Name: _____
Title: _____

ATTEST:

BROWNWOOD COMMUNITY
DEVELOPMENT DISTRICT

Print Name: _____
Title: _____

Print Name: _____
Title: _____

ATTEST:

SUMTER LANDING
COMMUNITY DEVELOPMENT
DISTRICT

Print Name: _____
Title: _____

Print Name: _____
Title: _____

AND

ATTEST:

VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO.
12

Print Name: _____
Title: _____

Print Name: _____
Title: _____

ATTEST:

VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO.
13

DRAFT – FOR DISCUSSIONS PURPOSES ONLY

<u>Print Name:</u>	<u>Print Name:</u>
<u>Title:</u>	<u>Title:</u>

EXHIBIT A: PROJECT WIDE IMPROVEMENTS

EXHIBIT B: FINANCIAL ANALYSIS OF WITHDRAW OF VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NOS. 12 AND 13

**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, VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12, VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 13, 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 (as defined below) desire to limit the Project territory to exclude the areas South of SR 44 and otherwise modify terms as set forth herein.

11. For purposes of this Agreement, the “Remaining Parties” shall constitute all Parties to this Agreement except for Village Community Development District No. 12 and Village Community Development District No. 13.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the Parties agree that the Third 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; OWNERSHIP ACKNOWLEDGEMENT.** For the purposes of this Agreement, Project Wide Improvements shall only 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 and north of SR 44, Exhibit “A” may be modified only by approval of each of the Remaining Parties’ respective Board of Supervisors, 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, or located within, Village Community Development District No. 12 or Village Community Development District No. 13, and any improvements located south of SR 44. Each Remaining Party acknowledges that each Remaining Party owns the Project Wide Improvements located within the respective Remaining Party’s boundaries. For each improvement not located within any Respective Party’s boundaries, the Remaining Parties acknowledge the ownership reflected in Exhibit A.

4. **MAINTENANCE OF PROJECT WIDE IMPROVEMENTS.** SLRDD shall coordinate and supervise the maintenance of Project Wide Improvements. SLRDD 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; BUDGET; REPORTING.** The actual costs of operating, maintaining, repairing, replacing and insuring the Project Wide Improvements shall be allocated among all of the Community Development Districts within the Project based upon the proportion of _____ in each District represents to the total _____ within the Remaining Districts. Certain of the Project Wide Improvements are within the SR 44 right-of-way and thus benefit lands located north and south of the SR 44 right-of-way. For Project Wide Improvements located within the SR 44 right-of-way, the Remaining Parties through the PWAC will pay fifty percent (50%) of the actual costs of operation, maintenance, repair, replacement, and insurance. The remaining fifty percent (50%) will be paid by Community Development District No. 12, Community Development District No. 13 and all other community development districts located, or to

be located, south of SR 44. Each District shall remit its proportionate share within ten (10) days of invoice from the SLCDD.

Not later than April 1 of each year, the PWAC shall prepare and submit to each Remaining Party a budget for the fiscal year beginning the next October 1. The budget shall include a good faith estimation of the costs budgeted to be spent outside of all Remaining Parties' boundaries as well as the costs budgeted to be spent inside each specific Remaining Party's boundary. Each Party shall have forty-five days to review and provide input related to the PWAC budget, which input the PWAC shall acknowledge and consider at a public meeting of the PWAC.

By December 1 of each year, SLCDD shall prepare and distribute to each of the Remaining Parties a report which estimates the monies spent through the PWAC outside of all Remaining Parties' boundaries as well as the monies spent inside each specific Remaining Party's boundaries.

6. PAYMENT FROM VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 12 AND VILLAGE COMMUNITY DEVELOPMENT DISTRICT 13.

A report detailing the financial aspects of the withdraw of Village Community Development District No. 12 and Village Community Development District No. 13 from the PWAC is attached hereto as Exhibit B. Pursuant to that report, and in order to fairly withdraw from the PWAC without causing the Remaining Parties any unfair burdens of funding, Village Community Development District No. 12 shall pay \$_____ to SLCDD, which funds shall only be used for future expenses of the PWAC. In order to fairly withdraw from the PWAC without causing the Remaining Parties any unfair burdens of funding, Village Community Development District No. 13 shall pay \$_____ to SLCDD, which funds shall only be used for future expenses of the PWAC.

7. PROJECT WIDE ADVISORY COMMITTEE. SLCDD has, by resolutions, established a Project Wide Advisory Committee ("PWAC") to provide input, explore issues and provide advice and direction on issues related to the operation, maintenance, repair, and replacement 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 approve an annual budget which SLCDD must follow for the Project Wide Improvements, review budget to actual statements and review and approve all capital expenditures through the budget process or outside the budget process as the need develops; ii) review and approve all contract renewals and bid and proposal awards to be adopted by SLCDD for the Project Wide Improvements; 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 Remaining Parties' respective Board of Supervisors. SLCDD shall enact, adopt, or put into place those rules, policies, procedures and other actions of the PWAC within the scope of

the PWAC powers and approve and enter into those contracts and disburse those funds necessary and proper to implement the decisions of the PWAC. Should SLCDD not agree with the PWAC directives and if a delay will not adversely affect operations, a joint meeting shall be scheduled between SLCDD and the PWAC to discuss the directive prior to final implementation by 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. Unless the directive given by the PWAC results in a violation of law, SLCDD shall follow the PWAC's directive. The SLCDD shall timely revise all its resolutions that are inconsistent with, or conflict with, the provisions of this Agreement.

8. **TERM; CANCELLATION.** Unless earlier terminated or extended by mutual agreement of the Remaining Parties, this Agreement shall expire three (3) years from the date hereof. This Agreement shall automatically renew for successive three (3) year periods unless at least one Party provides notice to the other Remaining 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. If a court of competent jurisdiction determines that this Agreement is not legal, or determines that any Party cannot perform under this Agreement for any reason, this Agreement shall be canceled and SLCDD shall refund all monies on hand to the Remaining Parties in proportion to the Remaining Parties' prior percentages of contribution.

9. **FILING.** The SLCDD is hereby authorized and directed, after approval of this Interlocal Agreement by the respective governing bodies of the Parties, and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto, to cause this Interlocal Agreement to be filed with the Clerk of the Circuit Court of Sumter County, Florida, in accordance with the requirements of Section 163.01(11) of the Cooperation Act.

10. **APPLICABLE LAW AND VENUE.** This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be in Sumter County, Florida.

11. DISPUTE RESOLUTION.

(A) The Parties agree to resolve any dispute related to the interpretation or performance of this Interlocal Agreement in the manner described in this Section 11 prior to filing suit against the other Party. Any Party may initiate the dispute resolution process by providing written notice to the other Party. This Section 11 is intended to provide a dispute resolution process in lieu of the process provided in Chapter 164, Florida Statutes.

(B) After transmittal and receipt of a notice specifying the area or areas of disagreement, the Parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(C) If discussions between the Parties fail to resolve the dispute within 60 days of the notice described in subsection (A) above, the Parties shall appoint a mutually acceptable neutral third party to act as a mediator. If the Parties are unable to agree upon a mediator, the Parties will discontinue this contractual dispute resolution process and the dispute shall be subject to the process in Chapter 164, Florida Statutes. The mediation contemplated by this subsection (C) is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives.

(D) If the Parties are unable to reach a mediated settlement within 120 days of the mediator's appointment, any Party may terminate the settlement discussions by written notice to the other Parties. In such event, any Party may initiate litigation within 120 days of the notice terminating the settlement discussions. Failure by the Party initiating the dispute resolution procedure to commence litigation within the 120-day period shall be deemed to constitute an acceptance of the interpretation or performance of the other Party.

(E) In any dispute, each Party shall pay the fees, charges and expenses of its own counsel, experts, and witnesses. All parties share equally in the fees and expenses of the mediator.

(F) Village Community District No. 12 and Village Community Development No 13 shall not be required to participate in this dispute resolution process if the dispute does not involve actions or omissions by Village Community District No. 12 or Village Community Development No 13, or if the dispute and its potential resolution have no impact on Village Community District No. 12 or Village Community Development No 13.

(F) The terms of this Section 11 shall survive any termination or expiration of this Agreement.

12. INSPECTION OF FUTURE PROJECT WIDE IMPROVEMENTS; WARRANTY. As a cost of the PWAC, the SLCDD shall arrange for the inspection of any infrastructure, facilities, land, or any other item proposed to be added as a Project Wide Improvement to Exhibit A. The inspection shall be performed by a licensed professional engineer in the state of Florida who is completely unaffiliated with, or who has had a contract with: 1) the developer of The Villages or its affiliates, 2) any of the community development districts within the Villages, and 3) any of the homeowner's associations or community associations within the Villages. The engineer shall issue a certification that the infrastructure, facilities, land or any other item proposed to be added as a Project Wide Improvement was built according to plans approved by the applicable federal, state, county or city laws, regulations and permits, is in new or like new condition, and is free from defects,

with the exception of latent defects. In addition, the PWAC shall not accept any infrastructure or facilities proposed to be added as a Project Wide Improvement unless the conveyance is accompanied by a two-year warranty or a two-year maintenance bond, from the entity that is conveying the infrastructure or facility.

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

14. **NO INDIVIDUAL LIABILITY; PROTECTION OF THE PWAC MEMBERS.** Appointed members and alternate members of the PWAC serve in such capacity as members of a Remaining Party's Board of Supervisors and in no other capacity. Consequently, supervisors serving as a member or alternate on the PWAC shall bear no personal liability for their service on the PWAC if the conduct at issue falls within the conduct protected by the defense and indemnification resolution(s) adopted by her or her respective Board of Supervisors. In addition, each Remaining Party shall ensure that its supervisors serving as a member or alternate to the PWAC is covered by the Remaining Party's directors' and officers' liability policy or general liability policy for actions related to the PWAC. No Party shall threaten personal suit or personal liability against an individual member or alternate of the PWAC if the conduct at issue falls within the conduct protected by the defense and indemnification resolutions adopted by that member or alternate's Board of Supervisors.

15. **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.

16. **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.

17. **ASSIGNMENT.** This Agreement may not be assigned by any Party without the prior written consent of all other Parties. Any purported assignment without such prior written consent is void.

18. **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:

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 5**

Print Name: _____
Title: _____

Print Name: _____
Title: _____

ATTEST:

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 6**

Print Name: _____
Title: _____

Print Name: _____
Title: _____

ATTEST:

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 7**

Print Name: _____
Title: _____

Print Name: _____
Title: _____

ATTEST:

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 8**

Print Name: _____
Title: _____

Print Name: _____
Title: _____

ATTEST:

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO. 9**

Print Name: _____
Title: _____

Print Name: _____
Title: _____

ATTEST:

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO.
10**

Print Name: _____
Title: _____

Print Name: _____
Title: _____

ATTEST:

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO.
11**

Print Name: _____
Title: _____

Print Name: _____
Title: _____

ATTEST:

**BROWNWOOD COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Title: _____

Print Name: _____
Title: _____

ATTEST:

**SUMTER LANDING
COMMUNITY DEVELOPMENT
DISTRICT**

Print Name: _____
Title: _____

Print Name: _____
Title: _____

AND

ATTEST:

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO.
12**

Print Name: _____
Title: _____

Print Name: _____
Title: _____

ATTEST:

**VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NO.
13**

Print Name: _____
Title: _____

Print Name: _____
Title: _____

EXHIBIT A: PROJECT WIDE IMPROVEMENTS

EXHIBIT B: FINANCIAL ANALYSIS OF WITHDRAW OF VILLAGE COMMUNITY
DEVELOPMENT DISTRICT NOS. 12 AND 13

The Villages®
Community Development Districts
District 7

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 7

FROM: District Staff

DATE: 7/8/2021

SUBJECT: **Old Business Status Update**

ISSUE: Old Business Status Update - July 8, 2021

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
❑ Old Business Status Update	Cover Memo
❑ D7 PWF Expenses	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		To be provided.	
Board participation in District procurement process	3/11/21	ADMIN		Under District Counsel Review.	
Advertise Vacant Seat 1 position.	5/18/21	CLERK		Interview process included on agenda.	X
Non- VCDD No. 7 Items					
None					

Project Wide/District 7 FY20-21 Allocation / Projected Activity

	TOTAL PW BUDGET AMT	D7 BUDGET ALLOC @ 9.29%	PROJ ACTIVITY THRU 9/30	PROJ ACTIVITY ALLOC @ 9.29%
REVENUE	14,083,168	1,286,529	1,286,529	1,286,529
EXPENDITURE	14,083,168	1,308,326	1,225,095	1,200,788
311 - MANAGEMENT FEES	585,737	54,415	54,415	54,415
312 - ENGINEERING SERVICES	191,500	17,790	10,737	9,356
313 - LEGAL SERVICES	8,000	743	1,085	1,085
319 - OTHER PROFESSIONAL SVCS	395,263	36,720	25,264	23,352
343 - SYSTEMS MGMT SUPPORT	107,874	10,021	7,309	6,338
431 - ELECTRICITY	214,598	19,936	23,930	17,275
434 - IRRIGATION WATER	647,363	60,140	64,550	54,015
435 - IRRIGATION PHONES	1,200	111	70	70
442 - EQUIPMENT RENTAL	1,000	93	28	28
461 - EQUIPMENT MAINTENANCE	1,400	130	-	-
462 - BUILDING/STRUCTURE MAINT	1,113,713	103,464	165,174	50,754
463 - LANDSCAPE MAINT-RECURRING	6,052,099	562,240	491,340	541,065
464 - LANDSCAPE MAINT-NON RECURRING	845,586	78,555	67,555	71,123
468 - IRRIGATION REPAIR	208,310	19,352	18,563	20,694
469 - OTHER MAINTENANCE	3,370,091	313,081	205,907	295,609
471 - PRINTING & BINDING	500	46	-	-
522 - OPERATING SUPPLIES	3,300	307	299	182
633 - INFRASTRUCTURE	335,634	31,180	88,871	55,426
NET OF REVENUE LESS EXPENDITURES	-	(21,797)	61,434	85,741

Project Wide/District 7 FY20-21 Allocation / Projected Activity

NOTES:

- Accounts where Budget was split using District 7's allocation percentage of 9.29% = \$206,248
 - Management Fees
 - Engineering Services
 - Legal Services
 - Other Prof Services
 - Irrigation Repair
 - Systems Management Support
 - Utilities
 - Equipment Rental
 - Equipment Maintenance
- Building/Structure Maint - District 7's Projects = \$149,602 Budgeted
 - Asphalt Repairs
 - Entry Painting
 - Water Feature Maintenance
 - Entry Trellis
 - Storm Pipe Repairs
- Building/Structure Maint - split using District 7's allocation percentage of 9.29% = \$15,572
 - Pest Control
 - HVAC Maintenance
 - Pump Maintenance
- Recurring Landscape Maintenance & Pinestraw Contracts = \$625,827 Budgeted
 - CR466A Phases 1 and 2 was split @ 50% with District 9 for maintenance on the North half of the roadway
 - Morse Blvd Phases 4-8 was divided by the number of phases with District 7 having 100% responsibility for phase 4
 - Buena Vista Blvd Phases 3 and 4 was divided between the two phases with District 7 having 50% responsibility for phase 3B and 4
 - Pinestraw is installed twice per year
 - Plant Replacement Projects & Tree Maintenance
- Other Maintenance - split using District 7's allocation percentage of 9.29% = \$138,975 Budgeted
 - Aquatic Weed & Vegetation Control
 - Pressure Washing
 - Environmental Support Services
 - Light Sweeps
- Infrastructure Improvements are for District 7 owned fences = \$88,871 Budgeted

The Villages®
Community Development Districts
District 7

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 7

FROM: Candice N. Dennis, Community Standards Manager

DATE: 7/8/2021

SUBJECT: **Deed Compliance Statistics**

ISSUE: Deed Compliance Statistics January 1, 2016 through May 31, 2021.

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
▣ Deed Compliance Statistics	Cover Memo

**District 7
Deed Compliance Complaints
3/1/13 through 5/31/21**

	Complaints				Written Violations			Public Hearing	
	Total	Name Given	Anonymous		Total	Name Given	Anonymous	Name Given	Anonymous
2013 / 10 mos	214	3	211		49	3	46	0	0
2014	300	8	292		64	1	63	0	0
2015	310	16	294		37	2	35	0	1
2016	384	15	369		48	4	44	0	0
2017	331	8	323		58	2	56	0	1
2018	294	16	278		42	5	37	1	5
2019	242	22	220		26	5	21	0	1
2020	259	25	234		10	2	8	0	1
2021 / 5 months	52	9	43		6	4	2	0	2
Total	2,334	113	2,221		361	32	329	1	9
<i>Percent of Total</i>		<i>4.8%</i>	<i>95.2%</i>			<i>8.9%</i>	<i>91.1%</i>	<i>10.0%</i>	<i>90.0%</i>

**1/1/18 through 5/31/21
3 complaints or more by one individual**

2018	13 individuals 1 individual	3 -8 complaints 9+ complaints
2019	7 individuals 1 individual	3 - 8 complaints 9+ complaints
2020	3 individuals 1 individual	3- 8 complaints 9+ complaints
2021 / 5 months		3- 8 complaints 9+ complaints

The Villages®
Community Development Districts
District 7

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 7

FROM: DPM Staff

DATE: 7/8/2021

SUBJECT: **DPM Monthly Report**

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION:

ATTACHMENTS:

Description	Type
□ DPM Report D7	Cover Memo

The Villages®

Community Development Districts

Property Management

District 7

July 2021

LANDSCAPE DIVISION

Upcoming Projects:

Prior Month Project Status:

1. Line of sight issue at Hemingway gate - hard cut shrubs to resolve problem temporarily and will be replaced with lower growing shrubs. A purchase order has been issued. ***Project was delayed due to recent weather conditions.***
2. Remove old shrubs on the Bonita District 7 buffer and replace with new Viburnum.

Completed Projects:

1. Palm on Morse Boulevard has been replaced and the other has been cut down and replaced with sod.

General Maintenance:

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

WATER RESOURCE DIVISION

Upcoming Projects:

Prior Month Project Status:

Completed Projects:

1. Spring Hydrilla treatment for the following basins: D7-4 (Havana/Kenya course, hole 7) D7-5 (Havana/Kenya course, hole 3), D7-14 (Havana/Kilimanjaro course, hole 6) , D7-15 (Havana/Kilimanjaro course, hole 7), D7-18 (Barker Way).

General Maintenance:

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

The Villages®

Community Development Districts

Property Management

District 7

July 2021

INFRASTRUCTURE DIVISION

Upcoming Projects:

Prior Month Project Status:

1. Interior painting of tunnels B12, B14, B15, B16, B17, B18 have been postponed until October.
2. Fence replacement along Morse ROW has been delayed in the following areas until further notice due to nation-wide material shortage:
 - Unit 134
 - Unit 135
 - Unit 136
 - Unit 139

Completed Projects:

General Maintenance:

1. Marquee lights were repaired at the following locations:
 - Crestwood Villas
 - Pilar Villas
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 7

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 7

FROM: Anne Hochsprung, Finance Director

DATE: 7/8/2021

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

The Villages®

Community Development Districts

District 7

Financial Statement Summary

As of May 31, 2021

Revenues

Year-to-Date (YTD) Revenues of \$2,035,000 are less than prior year-to-date (PYTD) revenues of \$2,051,000 and are at 92% of the annual budgeted revenues of \$2,219,000.

- The District has collected 99.8% of the budgeted maintenance assessments in the amount of \$1,921,000. 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.
- Prior year other income includes receipt of FEMA funds for Hurricane Irma relief.
- Investment gains of \$113,000 (\$6,000 realized gains, \$107,000 net unrealized gains) are greater than the prior year to date gains of \$66,000 and compare favorably to the annual budget of \$19,000.

The District has received 99.8% of the anticipated revenues through the county tax collections while the expenses will be incurred ratably over the 12-months. *As of May 31, 67% of the year has lapsed.*

Expenses and Other Changes

Year-to-Date Operating Expenses of \$1,302,000 are greater than prior year-to-date expenses of \$1,253,000. Year to date spending is at 63% 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 56% of budgeted expenses of \$154,000.
- Building, Landscape and Other Maintenance Expenses totaling \$989,000 are slightly greater than prior year to date expenses of \$954,000 and are at 64% of the annual budget of \$1,536,000. A large portion of the expense incurred is the Project Wide allocation totaling \$858,000, 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 \$360,000 is less than the prior year to date increase of \$705,000. 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	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%

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

The Villages®
Community Development Districts
District 7

Statement of Activity						
For the Eight Months Ending May 31, 2021 (67% of budget year)						
Original Budget	Amended Budget	Budget % used		YTD Actual	PYTD Actual	Variance
			REVENUES:			
\$ 1,924,791	\$ 1,924,791	100%	Maintenance and Other Special Assessments	\$ 1,921,070	\$ 1,921,408	\$ (338)
200	200	431%	Other Income	862	61,458	(60,596)
18,864	18,864	599%	Investment Income	112,946	65,870	47,076
1,943,855	1,943,855	105%	Total Revenues	2,034,878	2,048,735	(13,858)
275,295	275,295	0%	Transfer In - Debt Service	279	2,431	(2,152)
\$ 2,219,150	\$ 2,219,150	92%	Total Available Resources:	\$ 2,035,157	\$ 2,051,167	\$ (16,010)
			EXPENSES:			
17,270	17,270	44%	Personnel Services	7,556	6,262	1,294
280,113	341,373	62%	Management and Other Professional Services	212,491	200,900	11,591
154,305	154,305	56%	Utility Services	85,785	85,161	624
1,536,190	1,536,190	64%	Building, Landscape and Other Maintenance	988,609	953,976	34,633
10,710	10,710	67%	Other Expenses	7,151	6,742	409
1,998,588	2,059,848	63%	Total Operating Expenses	1,301,592	1,253,041	48,551
455,277	455,277	61%	Capital Outlay - Infrastructure and FFE	279,815	-	-
140,000	140,000	67%	Transfers out of Unrestricted Fund	93,336	93,336	-
595,277	595,277	63%	Total Other Changes	373,151	93,336	279,815
2,593,865	2,655,125	63%	Total Expenses and Other Changes	1,674,742	1,346,377	328,366
\$ (374,715)	\$ (435,975)		Change in Unreserved Net Position	\$ 360,415	\$ 704,790	\$ (344,376)
			Total Cash, Net of Bond Funds	\$ 5,994,507	\$ 5,851,649	\$ 142,858
			Fund Balance			
			Unassigned	2,077,288	2,343,157	
			Restricted - Capital Project Ph I	1,876,081	1,586,259	
			Committed R and R General	1,219,274	1,149,274	
			Committed R and R Villa Roads	781,668	711,668	
			Total Fund Balance	\$ 5,954,311	\$ 5,790,358	\$ 163,953

The Villages®
Community Development Districts
District 7

CASH AND INVESTMENT SUMMARY

As of May 31, 2021

Fund Code	Account Name	Bank	Balance as of 10/01/20	Current Balance	Reconciled Yes/No
GENERAL FUND					
001	Cash Operating Acct	CFB	26,183.73	72,086.48	Yes
001	FLCLASS	FLCLASS	2,853,940.70	1,369,439.97	Yes
	Sub-total Cash & Cash Equivalents		2,880,124.43	1,441,526.45	
001	Cash-FL PALM	FLPALM	980,976.82	754,669.56	Yes
001	Cash-FL-FIT	FLFIT	-	983,674.33	Yes
001	Vanguard	VANG	-	800,008.12	Yes
001	FLGIT	FLGIT	1,079,556.41	1,081,165.29	Yes
001	Long Term Investment	USB	578,000.18	933,462.88	Yes
	Sub-total Investments		2,638,533.41	4,552,980.18	
	TOTAL - General		5,518,657.84	5,994,506.63	

201	Revenue Fund 2015	USB	941,937.12	1,069,486.52	Yes
201	Prepayment Fund 2015	USB	857,954.07	181,353.43	Yes
201	Reserve Fund 2015	USB	250,000.00	250,053.29	Yes

TOTAL - Debt service	2,049,891.19	1,500,893.24
-----------------------------	---------------------	---------------------

Grand Totals

7,568,549.03	7,495,399.87
---------------------	---------------------

The Villages®
Community Development Districts
District 7

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 7

FROM:

DATE:

SUBJECT: CDD Orientation & Resident Academy

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: Momentum 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:

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 7

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 7

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 7

AGENDA REQUEST

TO: Board of Supervisors
Village Community Development District 7

FROM:

DATE:

SUBJECT: Sumter County BOCC Fire & EMS Study Committee

ISSUE:

ANALYSIS/INFORMATION:

STAFF RECOMMENDATION:

MOTION: