



POA Bulletin

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DECEMBER 2021

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**UPCOMING GENERAL
MEMBERSHIP MEETINGS**

December 21, 2021 – 7 PM

LAUREL MANOR RECREATION CENTER

[NOTE LOCATION CHANGE]

Speaker: Lenora Spence

FL Department of Consumer Advocacy

January 18, 2021 – 7 PM

LAUREL MANOR RECREATION CENTER

Speaker: Richard Campbell President

UFHealth - The Villages Hospital

Auxiliary Foundation

February 15, 2021 – 7 PM

EVERGLADES RECREATION CENTER

Speaker: Angie Fox

Topic: Sumter County Animal Shelter

March 15, 2021 – 7 PM

LAUREL MANOR RECREATION CENTER

Speaker: Cheryl Chestnutt

Chief Clinical Officer

UFHealth – The Villages Hospital



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Ambulance and Fire Services, Apartments, Impact Fees Top Issues in 2021

As vaccines to fight COVID 19 began to roll out early in the year, case numbers came down, and businesses and activities got back into full swing, other issues affecting Villagers took front and center. Ambulance and fire services, impact fees, and apartments in residential CDDs and town squares dominated the headlines.

Three new Sumter County Commissioners have tried to fulfill their campaign promises to distribute the tax burden more evenly between businesses, the Developer, and homeowners, while being unfairly skewered in the Developer-owned *Daily Sun* newspaper.

The Developer sued the Town of Lady Lake over rejection of apartments in the Spanish Springs town square and used the six-figure Villages-employed State Representative Brett Hage to push through legislation that **retroactively** blocked an increase in road impact fees.

The biggest issue was long wait times for ambulance transport to hospitals.

The POA was the leader in disseminating factual information for residents, advocating for continued efforts to protect the rights of property owners, and supporting the new Sumter County Commissioners' attempts to create a fairer spread of the tax burden caused by continued growth of The Villages.

Here is some of our reporting from 2021.

Sumter County Fire and Ambulance Services

While many issues swirled in the 90-square miles that comprise The Villages, the one that stood out as literally “life and death” was the non-effectiveness of Sumter County’s private emergency transport contractor, American Medical Response (AMR), with significant and unacceptable wait times for ambulance response to medical emergencies for transport to the hospital.

In a surprising and confusing move, Sumter County Administrator Bradley Arnold, gave commissioners TEN options to remedy the situation. The options ranged from combining the Sumter County and Villages Public Safety Fire Departments into one run by the County to involving UFHealth Hospital in the equation. Most of the options had nothing to do with the actual issue at hand – poor ambulance service. Commissioners responded by appointing a 5-member Ad Hoc Committee to examine the alternatives.

Top Issues continued on page 2

Mission Statement

The Property Owners’ Association, Inc. (POA) is the original property owners’ group in The Villages. Established in 1975, the POA operates with complete independence from the Developer of The Villages. Membership is open to all property owners and residents of The Villages. The POA is committed to acting as a watchdog to ensure that the Developer and local government are responsive to the needs, interests, and rights of residents.

Vision The Property Owners’ Association, Inc. (POA) is a champion for the rights of residents of The Villages. Guided by member input, investigation and determination, the POA brings attention to and acts on issues that may impact property values and quality of life.

Goals The POA provides 1) a forum for discussion of issues; 2) research and analysis; 3) programs of interest; and, 4) is a conduit for objective and accurate information. Specific attention is given to resolving housing, community and local government issues.

Values

Independence	Honesty	Fairness
Objectivity	Respect	

The POA Declaration of Independence

The POA is free of any outside influence. This is the only way we can assure our members of absolute autonomy to act on their behalf. From the very beginning in 1975, we recognized this need for independence, and we’ve cherished and nurtured it ever since.

The *POA Bulletin* is published monthly by the Property Owners’ Association of The Villages, Inc. Articles represent the opinion of the POA or the writer, and Letters to the POA postings represent the opinions of the writers. Care is taken to ensure that facts reported herein are true and accurate to the best knowledge of the POA and are taken from reliable sources. The POA assumes no liability for any information published, opinions expressed, or delivery to any person or location. The POA does not endorse or recommend the products or services of any advertiser or discount partner. All publication rights are reserved. Publication or reprinting of any material contained herein is by written permission only. The POA reserves the right to remove and/or discontinue any advertisement or advertiser from its *POA Bulletin* at any time at its sole discretion.

Top Issues continued from page 1

Residents appeared by the hundreds at meetings of the Committee and at Commission meetings imploring that the only issue to be dealt with was ambulance transport. The idea of combining fire departments was vehemently rejected by residents and prompted The Villages Public Safety Department to begin the process of creating a Special Independent Fire District.

After several months, the Ad Hoc Committee finished its work early and recommended that the county maintain separate fire departments but consolidate ambulance services under the county’s control.

County Commissioners, however, had a different idea, responding to the outcry from residents, to maintain separate fire departments and add emergency transport to each department.

Action #1 – Adopt the New Service Area Map for Fire and EMS Transport Operations.

This is the next step of implementing the Board’s 9/21/21 vote with the required creation of a service area distinction for the service planning of both the VCCDD for its designated service area and the balance by Sumter County.

Action #2 – Support the creation of the Independent Fire District.

Mr. Arnold noted that the Local Legislative Delegation prefers support of the local jurisdictions when advancing a bill through the State House of Representatives.

Action #3 – Waive the Dispute Resolution and allow the VCCDD to retain all Sumter County funds for FY 18/19, FY 19/20, FY 20/21, and FY 21/22 budgeted and disbursed to the VCCDD.

Mr. Arnold said the resolution for this would be the next step in the dispute resolution process. He believes this process would be a distraction to the 10/1/22 deadline to have each separate area ready to provide the best service for the customers.

Action # 4 – Terminate the VCCDD Fire Sub-Agreement and Fleet Sub-Agreement effective 9/30/22.

A new agreement to bridge from 10/1/22 to the effective date of the new independent district will need to be developed concurrently with the planning process for the provision of service according to the new boundary areas adopted in Action #1. Fleet services can still be provided to Sumter County and the VCCDD (or new entity); however, billing for these services would be required since each of the two new service areas will need to extract their funding from Sumter County’s General Fund to avoid actual double taxation issues. For a fee-based EMS transport operation, the cost allocation is also a required component of that business model.

The Villages Public Safety Division also continued its pursuit of a Special Independent Fire District and expect the local state legislative delegation to take up the issue in December. Creation of a special district will require the full state legislative body’s approval in its 2022 session, paving the way for a Sumter County voter referendum next Fall.

Many details and questions remain as to the funding for the new district, how it will operate and who will serve on an independently elected Board of Supervisors. It is also unclear as to how sections of The Villages located in Lake and Marion counties will be served.

Top Issues continued on page 3

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Top Issues continued from page 2

The POA will be following this issue carefully, asking questions and providing information for residents to make an informed vote when/if a referendum on the new special district is on the ballot.

Impact Fees

In January, after listening to pleas from businesses the Sumter County Commissioners voted to table the discussion about impact fees until July. In February, the Developer offered to voluntarily increase fees for his new developments by 40%, a move that would put The Villages Development at 56% of the recommended full amount. Commissioners declined that offer because they felt it was too low and there were too many conditions that would allow the Developer to get out of the deal. Commissioners were then backed into a corner after legislation was introduced and co-sponsored by Developer employee and State Representative Brett Hage to limit increases in impact fees to just 3% a year, leading to a public hearing and vote in March.

By a 3-2 vote on March 24, the Sumter County Commissioners voted to raise impact fees to 75% of the recommended fees, up from the 40% that had been in place.

New Commissioners Craig Estep, Gary Search, and Oren Miller voted in favor of the increase, keeping their campaign pledges to voters who elected them to replace three Commissioners that voted for a 25% property tax increase in 2019 to pay for road improvements in the new areas of The Villages south of CR 44. Commissioners Gary Breeden and Doug Gilpen, also part of the group of five that chose to raise the tax on residents, opposed the impact fee increase.

Commissioner Gilpin said he “refuses to vote for any tax that digs deeper into the pockets of taxpayers.” But he also voted for a 25% increase on property taxes in 2019, a move that will dig into taxpayer pockets for years to come, rather than a one-time impact fee. The property tax increase was used, in large part, to fund new roads for development south of CR 44, where up to 65,000 new homes are being built by the Developer. The Commissioners signed an

Top Issues continued on page 4



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Top Issues continued from page 3

agreement with the Developer in July 2019 to provide \$40 Million in funding for road improvements south of CR 44.

The cost per home built in an age-restricted community like The Villages would have increased \$729 but would have provided the County with \$7,290,000 for every 10,000 new homes built. Instead, every property taxpayer is forced to pay for these road improvements.

Commissioner Breeden acknowledged that they were in this voting position because of the legislation that had been filed, but that his sources said they bill is not going to pass. He decried the proposed increase as political, not practical.

Yet, in June, despite Mr. Breeden's assurances, the Florida Legislature and Governor Ron DeSantis stripped local governments of their ability to determine local government funding needs by setting limits on road impact fees for development, backdated the legislation to January 1, 2021, and forcing the Commissioners to repeal the increase in July.

Top Issues continued on page 5

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Developer Apartments Rejected

The Lady Lake Commission, by a vote of 3-2, said they did not want apartments in the Spanish Springs town square.

The proposal for apartments had been pending for several months, first brought to the Commission last year after the Amenity Authority Committee (AAC) gave the Developer the right to use 286 Amenity Units for other than independent or assisted living units on the site of the former Hacienda Hills Country Club. Residents in that area were outraged by the AAC's actions and have been fighting the proposals ever since. Later, the Developer asked for apartments in town squares.

The Developer promptly filed a lawsuit against the Town. After much maneuvering, the Developer then dropped the lawsuit in November after the Town Board voted to rescind the original development order that was entered into in 1994 that created the Orange Blossom section of The Villages. Without the development order, the Developer will now go through the normal zoning process in Lady Lake in his continued efforts to put apartments in the town square.

Newly appointed Lady Lake Mayor Jim Rietz remains suspicious, saying, "I truly believe the Developer is up to no good." He believes that apartments at Spanish Springs could be the death of The Villages original town square. He,

along with others, have also questioned why there has been no progress on the Rialto Theater that has been closed for nearly two years for what was described as a "complete renovation."

As suspected, The Villages filed construction plans with the town of Lady Lake for seven apartments at the former home of Katie Belle's at Spanish Springs Town Square one day after the Lady Lake Commission voted to end the 33-year-old Development of Regional Impact agreement with the Developer.

Meanwhile, at an invitation-only meeting with the Developer's representatives, residents living within five hundred feet of the proposed apartments at Hacienda Hills got a big surprise when the Developer revealed plans for twenty-five villas instead of two hundred apartments. The plan also calls for two pickleball courts and a resort-style swimming pool. The site plan does not include a restaurant as was previously committed.

Residents were thrilled and relieved that they won't be dealing with as many as two hundred apartment units, the traffic, noise, and other issues that they feared. They should, however, be aware that no plans have been presented to Sumter County officials which would signal the new plan would move forward. It is possible that nothing will happen at Hacienda Hills until the issue of apartments in the Town Squares is resolved. ■

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In Case You Missed It...Highlights from November Meetings

CDDs Review Deed Compliance

Community Development Districts (CDDs) were each given their 9-month reports on deed compliance violations at the November meetings. Officials and residents alike were interested particularly in CDD 5’s report as it implemented a name-required policy in March, eliminating the anonymous complaint option for residents. CDD 5 Board Chair Gary Kadow gave the new system high marks, saying there has been a reduction in overall complaints but the number of verified complaints has remained steady. He believes the reduction has come from people not making as many “frivolous” complaints.

Others are concerned that having to give a name will prevent people from making valid complaints causing a decline in the overall visual aesthetic of The Villages.

Here are the numbers:

District	2020	9 mos. - 2021	Name Given	Anonymous
1	265	239	32/36	233/203
2	387	240	14/31	373/209
3	208	166	22/36	186/130
4	474	305	37/59	437/247
* 5	208	176	12/107	196/69
6	543	270	18/27	525/243
7	259	155	25/23	234/132
8	672	312	100/13	572/299
9	421	174	62/22	359/152
10	478	248	19/27	459/221

* 3/1/21 - 9/30/21 -- 69 anonymous complaints received in 2021 not verified or acted upon per board policy

New Tee Time System

The Amenity Authority Committee (AAC) and Project Wide Advisory Committee each delayed a recommendation on a proposed new Tee Time and Trail Fee system proposed by The Villages Operating Company. The current agreement expired in November 2021. Committee members asked for more time to review the proposal.

Among the changes is going to an internet-based only system of paying the trail fee, which means residents could no longer purchase at any recreation center or pay cash for a single round at the golf course. The new agreement also eliminates the discount for residents with a priority membership and establishes a new fee that will be adjusted annually by the Consumer Price Index for All Urban Consumers. Based on the CPI of 6.2% for October this would mean the current \$132 annual trail fee would go up to \$140.18 and would be adjusted up or down annually. The beginning rate is NOT established in the new agreement.

The District’s staff analysis of the proposal to the AAC and PWAC states:

“In an effort to equitably allocate trail fee revenue, the new agreement will utilize an allocation methodology of trail pass proportionate share. This methodology will be based on the number of each party’s golf course holes, divided by the total number of golf course holes played for each month. This creates a fair and equitable allocation where previously it was just based on ownership of courses. In addition, there will no longer be a discount applied to trail fees based on the purchase of a priority membership. Thus, all trail fee revenue will be allocated based on the trail pass proportionate share methodology.”

The cost of the new reservation system between the effective date of the agreement and September 30, 2022 is \$220,000 and will also be adjusted annually by the CPI. Each party to the

agreement will pay its portion of the reservation fee based on a “Reservation Proportionate Share” represented as a fraction with each Party’s numerator being the total number of tee times booked for all of that Party’s golf facilities within the applicable month, and the denominator being the total number of tee times booked across all of the Parties’ golf facilities during that same month.

Based on tee times booked/holes played in 2019-2020, the Sumter Landing Amenities Division (SLAD) would be allocated approximately 43% of all fees and receive concurrently 43% of all revenue, while the Recreation Amenities Division (RAD) would be allocated approximately 20% of all fees and receive concurrently 20% of all revenue. In addition, based on the 2019-2020 statistics, the cost for SLAD would be approximately \$97,696 while receiving an additional approximately \$688,000, and the cost for RAD would be approximately \$45,440 while receiving an additional approximately \$320,000.

The final decisions on the new system lie with the SLCDD and the VCCDD, with only a recommendation coming from PWAC and AAC to those District Boards.

Costs to Power Wash and Trim Hedges

At the request of CDD 4, District staff presented costs for power washing and hedge trimming to all CDD boards for consideration in deed compliance violations. CDD 4 supervisors and others have expressed concern about the growing number of vacant homes with mold and overgrown hedges. The District currently only cuts grass on confirmed violation properties.

The District presented costs of \$150/hour plus a \$100 administrative fee to conduct the additional maintenance.

CDD 4 will hold a public hearing for residents at its December 10 regular meeting for input. ■



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Editor’s Note: The following letter was sent to Attorneys Mark Brionez of Brionez & Brionez P.A., representing Community Development Districts (CDDs) 5, 6 and 8 – 13 and Kevin Stone of Stone & Gerken P.A., representing the Village Center Community Development District (VCCDD) and Sumter Landing Community Development District (SLCDD) by CDD 7 Attorney Michael C. Eckert, on behalf of Kutak Rock LLP.

The POA is publishing this letter in its entirety, unedited. The POA has reported regularly on the issue of CDD 7’s opposition to the Fourth Proposed Amendment to the Project Wide Agreement that creates a second Project Wide Agreement for districts south of CR44. The POA has supported both CDD 7’s rationale for opposing the new amendment, but at the same time believes a second PWA would create a fairer distribution of shared maintenance costs for the CDDs currently a party to the original PWA.

The issue is complicated, and the letter is lengthy, but the POA believes that ALL residents affected by the Project Wide Agreements should understand the issues.

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Attorney Letter for CDD 7

Re: Proposed Fourth Amended and Restated Interlocal Governmental Agreement for Maintenance of Project Wide Improvements (“Fourth Amended Interlocal Agreement”)

Dear Mark and Kevin:

The undersigned serves as legal counsel for the Village Community Development District No. 7 (“Village 7”), a special-purpose unit of local government existing under Florida law. The purpose of this letter is to clearly articulate Village 7’s requested material changes to the proposed Fourth Amended Interlocal Agreement, and to clearly show how such changes protect the residents and the residents’ money. As the Village 7 Board of Supervisors (“Village 7 Board”) has stated many times, the Village 7 Board is not opposed to the general structure of a project wide advisory committee. The Village 7 Board is also not opposed to the general concept of creating more than one project wide advisory committee to cover different geographic areas. However, to protect residents, changes to the proposed agreement need to be made.

Introduction

On August 29, 2003, the *Interlocal Governmental Agreement for Maintenance of Project Wide Improvements* (“Initial Interlocal Agreement”) was created. Village 7 joined the Initial Interlocal Agreement on February 25, 2005. On November 17, 2006, various community development districts within the Villages entered into the *Amended and Restated Interlocal Governmental Agreement for Maintenance of Project Wide Improvements* (“First Amended Interlocal Agreement”). A Second Amended and Restated Interlocal Governmental Agreement for Maintenance of Project Wide Improvements was entered into on May 1, 2010 (“Second Amended Interlocal Agreement”). On August 15, 2019, the Third Amended and Restated Interlocal Governmental Agreement for Maintenance of Project Wide Improvements was entered into (“Third Amended Interlocal Agreement” or “PWAC Agreement”). The Third Amended Interlocal Agreement is the document currently being administered by the Sumter Landing Community Development District (“Sumter Landing”).

It is worth noting that the Project Wide Advisory Committee (“PWAC”) was not created by an interlocal agreement between the participating parties. Instead, on January 17, 2013, Sumter Landing adopted Resolution 13-05 which established the PWAC. Since the PWAC was formed by resolution of Sumter Landing, it can also be dissolved by Sumter Landing resolution at any time. While such a dissolution may give rise to claims under the PWAC Agreement, it is without question that Sumter Landing controls whether the PWAC exists.

The Village 7 Board was approached by Sumter Landing about the potential renegotiation of the PWAC Agreement. Sumter Landing is a community development district that serves owners of commercial lands. District No. 7 is a community development district that serves residents. It is fair to say that all parties to the PWAC Agreement desire to reduce costs for their respective constituents. Sometimes the interests of the commercial districts and the residential districts will align, but often times they will not because they serve very different constituents. Under the Florida Statutes, it is clear that each of the parties to the PWAC Agreement has equal powers and equal responsibilities to their respective constituents. The PWAC Agreement in its current form and the Fourth Amended Interlocal Agreement in its proposed form take power away from residents and place it in the hands of commercial owners who own only a small fraction of the developed community.

Attorney Letter continued on page 9

Attorney Letter continued from page 8

Approximately half of Village 7 residents' annual operation and maintenance assessments are transferred to Sumter Landing to be used for maintenance, operation, repair and replacement of Project Wide Improvements. This is a very significant expenditure for Village 7 residents each year. In fact, it is a very significant expense for all the residents contributing funds toward the PWAC, but not so much for the commercial owners. The Village 7 Board has been reviewing the language and impact of the PWAC Agreement for some time now. In its current and proposed forms, the Village 7 Board believes the PWAC Agreement is fundamentally unfair to all residents.

In an effort to remedy these inequities, the Village 7 Board engaged new legal counsel that is independent from the other parties to the PWAC Agreement and the developer of The Villages.

When the idea of two PWACs was originally proposed by Sumter Landing, the Village 7 Board actively engaged counsel for Sumter Landing in negotiations to address the

inequities in the PWAC Agreement. The first draft of the Fourth Amended Interlocal Agreement was prepared by Sumter Landing, and by all appearances without any input from at least nine of the eleven parties to the PWAC Agreement. After this Fourth Amended Interlocal Agreement was provided to Village 7, the Village 7 Board developed revisions to the proposed Fourth Amended Interlocal Agreement and provided those revisions to Sumter Landing for its review. In response, the revisions accepted by Sumter Landing simply corrected mistakes Sumter Landing made in the Third Amended Interlocal Agreement and were otherwise largely non-material. The material inequities and concerns raised by the Village 7 Board were rejected by Sumter Landing, which again is only one of eleven parties to the PWAC Agreement. It is very clear that Sumter Landing believes all roads go through it when it comes to the PWAC.

One issue that has arisen during the last few months is a September 30, 2021 "deadline" for the renegotiation of the PWAC Agreement unilaterally imposed by Sumter Landing. The PWAC Agreement was entered into on August 15, 2019. Without commenting on the legality of the

PWAC Agreement, the term of the PWAC Agreement is twenty (20) years. Therefore, the stated term of the PWAC Agreement will expire on August 15, 2039. It is not rational to impose a "hard deadline" of September 30, 2021 for renegotiation of an agreement with eighteen (18) years left in the term. Clearly, this is a fabricated deadline designed to scare the residents into approving the Fourth Amended Interlocal Agreement under the terms dictated by Sumter Landing.

This is what entities do when they want to impose their will on who they perceive are less than equal parties to a business relationship. It is a power negotiating tactic, pure and simple, and has no effective use in what should be a collaborative process.

Another concept that has been advanced is that perhaps a new project wide advisory committee will be unilaterally created by the developer for the lands south of SR44.

This is clearly not permitted by the PWAC Agreement currently in effect. In fact, it would take all parties to the current PWAC Agreement to consent for that to happen.

Section 3 of the PWAC Agreement provides: "As additional Project Wide Improvements are developed within the Project, Sumter Landing Community Development District by resolutions, shall add such improvements to the Exhibit "A" Project Wide Improvement listing attached to this Agreement . . ." So, what constitutes the "Project?" Fortunately, that is pretty clear in the PWAC Agreement. In Recital 8 of the PWAC Agreement, "Project" is defined to include at least all the lands in Districts 5-14, Sumter Landing Community Development District, Brownwood Community Development District and all of "the area south of the southerly right-of-way of SR 44 developed as part of the Villages." In addition, Section 6 of the PWAC Agreement states: "[e]ach Community Development District subsequently formed within the Project shall join in this Agreement by executing a Joinder and Consent in the form attached as Exhibit "B"."

Attorney Letter continued on page 10

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Therefore, each community development district created as part of the Villages which is located south of SR 44 is obligated to be part of the existing PWAC Agreement. Furthermore, Sumter Landing has an affirmative obligation to add all Project Wide Infrastructure located south of SR 44 to the current PWAC Agreement. Because of the language crafted by Sumter Landing in the PWAC Agreement, Sumter Landing has unwittingly created a unanimous consent requirement for a second PWAC to be established for any of the areas located south of SR44.

It should be noted that this letter is also addressed to counsel for the Village Community Development District No. 14 (“District 14”). For some unknown reason, District 14’s first two agendas did not include District 14’s joinder to the PWAC Agreement as expressly required by Section 6 of such agreement. Village 7 hereby requests that District’ 14’s next agenda include its joinder in the PWAC Agreement, so that the rights of Districts 5-13 are not prejudiced by District 14’s lack of participation.

Sumter Landing and the developer have either knowingly or unknowingly set up a structure where a resident may be required to pay special assessments in perpetuity to maintain a sign located 20-30 miles away from their house. Sumter Landing and the developer know this is unsustainable.

The purpose of this memorandum is to explain the rationale for the changes to the Fourth Amended Interlocal Agreement proposed by the Village 7 Board. If implemented, these changes will protect residents while at the same time accomplishing the goal of the splitting the PWAC into two or more workable structures before the PWAC becomes dysfunctional due to its mandatory, exponential growth.

Attorney Letter continued on page 11

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Analysis

Proposed Revision #1 – Requirement of Inspection and Warranty for Infrastructure Added to PWAC funding responsibilities

Current Provision: There is no requirement for inspection or a warranty for infrastructure which Sumter Landing chooses to add to PWAC funding responsibilities.

Proposed by Sumter Landing: None.

Proposed by Village 7: Before infrastructure is added to the PWAC’s responsibilities, it should be inspected by an engineer independent of the developer and other entities involved in The Villages. In addition, all infrastructure added to the PWAC’s responsibilities should have a two year warranty or two-year warranty bond.

How This Change Protects Residents:

Resident funds should not be used to pay for infrastructure that has not been inspected by an independent, professional engineer who has no affiliation or business relationship with the developer of The Villages, Sumter Landing or other related entities. Failure to have an inspection by an independent engineer can result in resident monies being spent repairing, replacing and maintaining defectively designed or defectively installed infrastructure. Sumter Landing does not want an independent inspection and has rejected this proposal out-of-hand. There is no legitimate basis for Sumter Landing to object to an independent inspection, unless of course the intent is to saddle residents with the financial burden of fixing poorly constructed or defectively designed infrastructure.

In addition, a two-year warranty should be required before the PWAC accepts responsibility for any infrastructure. That would protect against

defects in the first two years through a warranty, rather than result in a special assessment against residents.

Proposed Revision #2 – The Financial Impact of Removal of Districts 12, 13 and 14 Should Be Known In Advance of Approving the Fourth Amended Interlocal Agreement

Current Provision: None.

Proposed by Sumter Landing: All resident districts must agree to the Fourth Amended Interlocal Agreement now, and the financial implications for residents will be determined later by Sumter Landing.

Proposed by Village 7: Determine the financial implications of the removal of Districts 12, 13 and 14 now - before execution of the Fourth Amended Interlocal Agreement.

Attorney Letter continued on page 14

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Attorney Letter continued from page 11

How This Change Protects Residents: It is fundamentally irresponsible to agree to the Fourth Amended Interlocal Agreement before knowing the financial impact of the agreement on residents. Sumter Landing unilaterally and unnecessarily imposed a September 30, 2021 deadline to sign an agreement, and the agreement expressly provides that the financial impact of the agreement will be determined later - by Sumter Landing. This is like someone committing to buy a used car, with a price to be unilaterally determined by the seller 6-12 months in the future! No resident board of supervisors should ever be asked to approve

an agreement without knowing the financial impact, let alone authorizing an adverse party determine the financial impact on residents after the agreement is signed. The fact that this proposed change was rejected is a major concern.

It is important to note that the proposed Fourth Amended Interlocal Agreement only mentions a future determination of the impact of removal of Village Community Development Districts Nos. 12 and 13 from the PWAC Agreement. There is no mention of even reviewing the financial implications of the withdrawal of Village Community Development District No. 14 (“District 14”), which as stated above, is required to join in the PWAC Agreement. District 14 will have brand new infrastructure, while the infrastructure within the existing parties’ boundaries is aged and requires significantly more maintenance and expense. Clearly, District 14’s removal from (or failure to join) the PWAC Agreement will have a material, financial impact on existing residents paying special assessments toward PWAC responsibilities.

Proposed Revision #3 – Provision of Budget and Financial Reporting

Current Provision: None

Proposed by Sumter Landing: None.

Proposed by Village 7: All parties paying funds toward PWAC responsibilities should be provided with the proposed, annual PWAC budget for advance review and comment. In addition, all parties should be provided with periodic financial accounting to monitor how monies are spent on Project Wide Improvements.

How This Change Protects Residents: Village 7 sends roughly half of its annual operation and maintenance special assessments to Sumter Landing to maintain, operate, repair and replace PWAC Infrastructure. Other resident districts probably have similar levels of contribution.

These monies were once earned and saved by residents. Consequently, it is vital that the resident boards be able to provide timely and meaningful input into how resident funds are budgeted and spent. In fact, it is their responsibility to do so.

Attorney Letter continued on page 15



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Proposed Revision #4 –PWAC Should Decide How Resident Funds are Spent, Not Sumter Landing

Current Provision: Sumter Landing unilaterally determines how PWAC funds are budgeted and spent. Per Sumter Landing Resolution 13-05, Sumter Landing receives recommendations from the PWAC but can choose to follow or not to follow the recommendations.

Proposed by Sumter Landing: No material change. Sumter Landing retains sole discretion as to the amount budgeted for the PWAC, for the amount of assessments required to be collected from each district, and the repair, operation, maintenance and replacement of PWAC infrastructure.

Proposed by Village 7: *Unless illegal*, Sumter Landing must follow the PWAC’s proposed budget and expenditure of PWAC funds and the PWAC’s selection of vendors.

Alternatively, Village 7 would accept Sumter Landing’s proposed language if a provision

was added to allow any party to terminate the Fourth Amended Interlocal Agreement in the event Sumter Landing does not follow PWAC’s recommendations more than a set amount of times. This would keep Sumter Landing honest, and keep the PWAC in control of resident funds for the duration of the agreement.

How This Change Protects Residents:

Currently, Sumter Landing has the ability to completely ignore any and all recommendations of the PWAC. That is far too much control for Sumter Landing to have over special assessments collected from residents. Sumter Landing has stated this is really not something the residents should be concerned about because “it always follows PWAC recommendations.” In response, Village 7 would accept Sumter Landing’s current language if a provision was added for termination of the Fourth Amended Interlocal Agreement if Sumter Landing failed to follow PWAC recommendations a threshold number of times. In other words, Village 7’s proposed change would have allowed the parties a right to terminate if Sumter Landing starts deviating from PWAC recommendations. Sumter Landing rejected that approach as well and desires to

retain full control over how PWAC funds are budgeted and spent. Residents serve on the PWAC. Therefore, PWAC, not Sumter Landing, should determine how resident funds are spent.

Proposed Revision #5 – Process for Adding Infrastructure to PWAC Responsibility

Current Provision: Sumter Landing can unilaterally add infrastructure to the PWAC Agreement which residents must be assessed to fund.

Proposed by Sumter Landing: Sumter Landing can add infrastructure if recommended and approved by affirmative vote of PWAC. However, it also appears Sumter Landing could remove infrastructure from Exhibit A unilaterally, effectively assigning the maintenance and funding responsibilities to an individual district.

Proposed by Village 7: Consistent with the Initial Interlocal Agreement, each party to the Fourth Amended Interlocal Agreement needs to consent to the addition or removal of infrastructure from PWAC responsibility.

Attorney Letter continued on page 16

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How This Change Protects Residents:

When the initial PWAC Interlocal Agreement was drafted in August of 2003, all community development districts that were a party to the agreement needed to approve any additions to Exhibit A. Remember that Exhibit A is the list of infrastructure for which PWAC funds, which include special assessments paid by residents, can be utilized. That made a lot of sense because the parties responsible for paying for the maintenance, repair, operation and replacement of the specific infrastructure had a say in whether assessments should be collected from residents to fund that piece of infrastructure. It allowed each resident-controlled district to determine if the infrastructure being added offered a special benefit to that district’s homeowners, which is a requirement of Florida law for a valid special assessment. This determination of whether the infrastructure provides a special benefit should be made by each resident-controlled district before special assessments are levied against homeowner property to maintain the infrastructure.

Under the terms of the proposed Fourth Amended Interlocal Agreement, removal of infrastructure from Exhibit A would be dangerous for all residents. If a piece of infrastructure is currently covered by the PWAC Agreement, and that piece of infrastructure is unilaterally removed by Sumter Landing from the PWAC Agreement, the burden of maintaining, operating, repairing and replacing that item of infrastructure will rest with the residents in the specific district where the infrastructure is located. That piece of infrastructure may be very expensive, and it may be deteriorating, or worse, in need of repair or replacement. If Sumter Landing does not want to contribute to the repair or replacement of the infrastructure, all Sumter Landing has to do is remove it from Exhibit A.

For illustration purposes only, suppose that multi-use paths in District 7 under the responsibility of PWAC caused environmental contamination of the soil and the state government required removal of the paths, removal of the soil underneath the paths, and replacement of the paths with a more expensive alternative. And suppose the total cost of the removal, environmental remediation, and replacement

totaled \$3,000,000. If Sumter Landing did not want to financially contribute to such reconstruction, or did not want to have any connection to environmental contamination clean-up efforts, Sumter Landing could simply remove the District 7 paths from Exhibit A thereby placing the entire \$3,000,000 burden on the residents of District 7 to be paid through a special assessment.

It is clear that unilateral removal of items from Exhibit A by Sumter Landing could prove very costly for isolated groups of residents. Sumter Landing should not be given this ability in the Fourth Amended Interlocal Agreement.

Proposed Revision #6 –Change and Review of Assessable Acreage Methodology

Current Provision: The cost of maintaining Project Wide Improvements is based on the proportion of assessable acreage in each district compared to the total assessable acreage within the Project, regardless of the type or intensity of the actual use of the land.

Proposed by Sumter Landing: None.

Attorney Letter continued on page 17

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Proposed by Village 7: First, assessable acreage should not be the methodology to allocate PWAC costs. Instead, it should be based on a more fair methodology, such as occupiable units for residential uses and an equivalent residential unit for commercial square footage and other non-residential uses. Second, even if assessable acreage is used as the methodology, it needs to be defined and applied fairly and correctly to residents.

How this change protects residents:

Assessable acreage may be a workable methodology internal to a district where all the land uses are the same, such as within a community development district which just includes single-family homes. However, that methodology is not workable when comparing different land uses external to a single district boundary. For example, suppose a four-story condominium building is sitting on one acre of land that includes ten (10) units on each floor, for a total of forty (40) residential units. Further suppose in another district you have ten (10) single family homes, also on one acre of land. Under an assessable

acreage methodology, those ten (10) owners of the single-family homes will pay the same total special assessment as the forty (40) condominium owners even though each owner or a residential unit will benefit the same from pathways, landscaping and community signage.

The same concern exists for using assessable acreage for comparing commercial uses to residential uses. For example, a 4-story commercial building completely covering a one acre of land is equivalent to four acres of commercial use. However, under an assessable acre methodology, that commercial owner pays the same assessment as the 10 single family homes on one acre even though the commercial owner has 3 more acres of actual space. In this example, the commercial owner is paying 25% of what the residents are required to pay for the same “usable” acreage. Clearly, the assessable acreage methodology is a windfall for the commercial owner and not fair to residents. It needs to be changed, and hopefully in collaboration with all the parties to the PWAC Agreement.

Even if the parties do not agree to change the methodology, the current application of the

assessable acreage methodology appears to be incorrect. It appears that at least Village 7’s allocation of “assessable acres” under the PWAC Agreement does not match the number of acres on which an assessment is actually placed and collected. This issue affects every resident district that is a party to the PWAC Agreement. When this final number is known, it is going to impact the percentage that every other party to the PWAC Agreement pays. Each specific district needs to look at their own assessable acreage numbers to arrive at the correct number for purposes of the PWAC Agreement. The likely result will be that some parties to the PWAC Agreement will end up paying a higher percentage and some will end up paying a lower percentage. Each individual party to the PWAC Agreement is encouraged to calculate the number of acres upon which an assessment is actually placed. If it does not match the total acreage currently being used in the PWAC calculation, adjustments to each party’s contribution percentage will need to be made.

Attorney Letter continued on page 18

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Proposed Revision #7 – Term of Agreement

Current Term: 20 years (17 remaining after proposed effective date of proposed Fourth Amended Interlocal Agreement)

Term Proposed by Sumter Landing:
10 years (effective October 1, 2022)

Term Proposed by Village 7: 3 years

How This Change Protects Residents:

While Sumter Landing's proposed reduction in term from 17 years to 10 years is purported to be a "compromise," it is not. It fails to recognize the actual concern. The issue is that resident board members serve a four-year term. In each of those four years, a resident board member will be placed in a position to approve a budget for which they have zero power over how 50% of the assessments they collect from residents are spent. At least once during a term of office, a resident supervisor should be able to decide whether to vote for or against the PWAC structure and funding levels. Sumter Landing's proposed term of 10 years suffers the same defects as a 20-year term, and raises significant legal questions.

Why would Sumter Landing reject the proposal for a three-year agreement? If the Fourth Amended Interlocal Agreement is such as a great idea for residents, as Sumter Landing claims, what resident district in its right mind would ever fail to renew for another three years, and then another three years, and so on? The reason is simple. Both the Fourth

Amended Interlocal Agreement is a great deal for the commercial districts and a terrible deal for residents. Sumter Landing wants to maintain control for the longest period possible. Instead of proposing an agreement where parties can have a periodic review of the agreement's merit, it is intended to lock in generations of resident board members who have no choice but to blindly levy special assessments against residents and rubber stamp PWAC expenditures. All residents should find any length of the PWAC Agreement and the Fourth Amended Interlocal Agreement that exceeds the four-year term of office of a resident supervisor offensive and not in the best interests of the residents.

Conclusion

The Village 7 Board believes that it has negotiated in good faith in relation to the proposed Fourth Amended Interlocal Agreement. The only purpose of Village 7's proposed changes to the Fourth Amended Interlocal Agreement is protection

of residents and their money, period. It is respectfully requested by the Village 7 Board that the other resident-controlled districts which are signatories to the PWAC Agreement review the changes contained in this letter and consider their rationale and merit. The Village 7 Board is hopeful that after such review, the resident controlled districts will stand with the Village 7 Board in these negotiations.

If any of your clients desire to engage in a dialogue with Village 7 on this issue, please ask a representative of the Board to attend a Village 7 Board Meeting. Alternatively, the boards can choose to schedule a joint meeting. Finally, I would encourage both of you to consider whether an in-person meeting with me would be productive after you speak with each of your clients. If so, please let me know and I will be happy to travel to either of your offices for a meeting. Thank you.

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Amaryllis, A Great Holiday Choice

THE FANATICAL GARDENER

by Anne Lambrecht Fanatical Gardener

Amaryllis, with their large, colorful, trumpet-shaped flowers, is a tender bulb and are the darlings of many Florida gardeners. They are easy to grow in our very accommodating climate. They are also one of my personal favorites.

Most Amaryllis are Dutch or South African hybrids selected for their flower size, color, and ease of forcing. The usual flowering season is from February to April. The Hippeastrum species and their hybrids produce 8 to 12” diameter blooms on each leafless, hollow flower stalk. Flower stalks, also known as scapes, grow 2 to 3 feet tall and may bear as many as six blossoms, although four is more common. The leaves are strap-shaped and are 1-½ inches wide and around eighteen” long. Frost will kill off the leaves in the northern counties.

Many people get Amaryllis around the holidays, already in pots with soil. You just add water. But what happens to them after that? Many wouldn’t toss them if they knew how easy it is to re-grow them. Amaryllis can be transplanted into clay, plastic, or ceramic pots or right into the ground. If using pots, make sure there are drainage holes and fill the pot with several inches of potting medium such as compost, peat, or a pre-packaged potting mix. Cut off the spent foliage to two” above the bulb and cut the roots to two” below the bulb (give it a haircut) and center the bulb in the container and firm the medium around the roots and bulb base until one-half of the bulb is covered. Leave the top one-half of the bulb exposed. This goes against our “northern” gardener sensibilities, but trust me, it’s a good practice. Water thoroughly and place the container in a cool, bright location and do not water again until the bulb begins to sprout.

You can plant them in this fashion outside. Amaryllis do best in light shade or partial sun. They should have adequate drainage. Soil should

be full of organic matter such as compost, leaf mold, peat, well-rotted manure and amended with a “complete” fertilizer such as 6-6-6. Amaryllis bulbs can be planted anytime between September and January. The bulbs may be left in the ground for a number of years or dug and reset every September. It is recommended that they be dug up, separated, and replanted each year as an aid to uniform flowering and larger flowers. This practice also provides an opportunity to remove young bulblets, to stimulate growth and to amend the bed with organic matter.

Let these beauties brighten up your holiday! ■



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SENIORS VS CRIME

Amazon Impersonators: What You Need to Know

Has Amazon contacted you to confirm a purchase you didn’t make or to tell you that your account has been hacked? According to a recent article written by Maria Mayo from the Federal Trade Commission, since July 2020, about one in three people who have reported a business impersonator scam, say the scammer pretended to be from Amazon.

Con artists pretending to be Amazon employees scammed Americans out of \$27 million from July 2020 through June 2021 according to the FTC. Reports about Amazon impersonators increased fivefold over the year. During that time, about 96,000 people reported being targeted by an Amazon related scam which accounts for 35% of complaints about business impersonators (Apple impersonators accounted for 6% or 16,000 of the complaints, making Amazon the “runaway favorite”).

These scams can look a few different ways. In one version, scammers offer to “refund” you for an unauthorized purchase but “accidentally transfer” more than promised. They then ask you to send back the difference. In another version of the scam, you are told that hackers have gotten access to your account and the only

way to supposedly protect it is to buy gift cards and share the card number and PIN on the back.

Here are some ways to avoid these scams:

- ** Never call back an unknown number. Go to Amazon (or whatever company) and use the contact information provided on the website.
- ** Never provide personal or financial information in response to an unsolicited email, phone call or text.
- ** Never pay for anything with a gift card. Gift cards are for gifts. If anyone asks you to pay anything with a gift card – or buy gifts cards for anything other than a gift – IT IS A SCAM!
- ** Never give remote access to anyone who contacts you unexpectedly. This gives scammers easy access to your personal and financial information, like access to your bank accounts.

Seniors Vs. Crime also has a Speakers Bureau that will gladly come to your club, church, or group to speak about scams. To schedule a presentation, contact any of the offices. There is never a charge for their services. Seniors Vs. Crime can be reached at:

The Fruitland Park Police Department Annex
in the Moyer Recreation Center in The Villages
(352) 674-1882

The Marion County Sheriff’s Office in The Villages
(352) 753-7775

The Sumter County Sheriff’s Office in The Villages
(352) 689-4600, Extension 4606

The Wildwood Police Department Annex at
Brownwood in The Villages – (352) 753-0727

You can also file online, or by calling 1-800-203-3099. Our staff will call you back and you can file your complaint over the phone.

Volunteers’ at all four offices are ready, willing and able to assist you. To keep up with the latest scams, LIKE ‘Seniors vs. Crime Region 4’ on Facebook. Hablamos Español. Por favor pregunte por Yolanda. Martes a Viernes: 10:00 A.M. a 2:00 P.M., (352) 689-4606. ■

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DISCOUNT PARTNERS

Another benefit for POA members is this Discount Partner program.

Most vendors will ask you for your current POA Membership card to receive the offered discount. If you have a favorite business who is currently not offering a POA Discount, tell them about our program. Please say "thanks" to our Discount Partners for their participation.

The up-to-date list of Discount Partners can always be found on our website poa4us.org. Click 'Discount Partners' on the left menu.

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It is a one-sided conversation where the insurance physician representative admonishes the treating physician that your plan of care is being denied, and the representative simply has “no authority to overrule the (draconian) decision.”

If you like, I will list insurance plans using these tactics to “limit” your coverage. Don’t think for one minute this approach represents the “standard of care.”

Your choice starts with...the insurer you choose. Just let me know if you feel this information would help.

Norman H. Anderson, MD

CEO, Robert Boissoneault Oncology Institute



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