VILLAGES OF GLEN CREEK COMMUNITY DEVELOPMENT DISTRICT

Advanced Meeting Package

Board of Supervisors Regular Meeting

Wednesday August 28, 2019

9:00 a.m.

Country Inn & Suites 5610 Manor Hill Lane Bradenton FL 34203

Note: The Advanced Meeting Package is a working document and thus all materials are considered <u>DRAFTS</u> prior to presentation and Board acceptance, approval or adoption.

VILLAGES OF GLEN CREEK COMMUNITY DEVELOPMENT DISTRICT AGENDA

District Board of Supervisors Mike Lawson Chairman

Doug DraperVice ChairmanLori PriceAssistant SecretaryChristie RayAssistant Secretary

District Manager Paul Cusmano DPFG

District Attorney Vivek Barbar Straley, Robin & Vericker

District Engineer Tonja Stewart Stantec Consulting Services, Inc.

All cellular phones and pagers must be turned off during the meeting.

The District Agenda is comprised of different sections:

The meeting will begin promptly with the **first** section which is roll call of the Board of Supervisors. The second section is Audience Comments on Agenda Items. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING. The third section is Administrative Matters and contains meeting minutes and financial statements. The fourth section is Business Matters. The business matters section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 374-9105 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fifth section is Staff Reports. This section allows the District Manager, Engineer, District Counsel and Maintenance Supervisor to update the Board of Supervisors on any pending issues that are being researched for Board action. The sixth section is Public Comments it provides members of the Audience the opportunity to comment on matters of concern to them that were not addressed during the meeting. The same guidelines used during the first audience comment section will apply here as well. The final section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 374-9105, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same 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 the appeal is to be based.

VILLAGES OF GLEN CREEK COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: Wednesday, August 28, 2019

Time: 9:00 a.m.

Location: Country Inn & Suites

5610 Manor Hill Lane Bradenton FL 34203

Conference Call No: 563-999-2090 Code: 686859#

Business Meeting Agenda

I. Roll Call

II. Audience Comments

III. Consent Agenda

A. Approval of the Minutes of the May 29, 2019 Meeting **Exhibit 1**

B. Acceptance of the May, June & July 2019 Exhibit 2
Financial Statements

IV. Business Matters

A. Budget Workshop PowerPoint Presentation Exhibit 3

B. Fiscal Year 2019-2020 Budget Public Hearing

1. Open Public Hearing

2. Review Budget Exhibit 4

3. Audience Comments

4. Close Public Hearing

5. Consideration and Adoption of Resolution 2019-07 **Exhibit 5**

FY 2019-2020 Budget

Budget Funding AgreementExhibit 6

C. Fiscal Year 2019-2020 Assessment Public Hearing

1. Open Public Hearing

2. Audience Comments

3. Close Public Hearing

4. Consideration and Adoption of Resolution 2019-08 **Exhibit 7**

Imposing O&M Assessment for FY 2019-2020

D. Consideration and Adoption of Resolution 2019-09 Exhibit 8

FY 2019-2020 Meeting Dates, Time and Location

Villages of Glen Creek CDD
Regular Meeting

August 28, 2019 Page 2

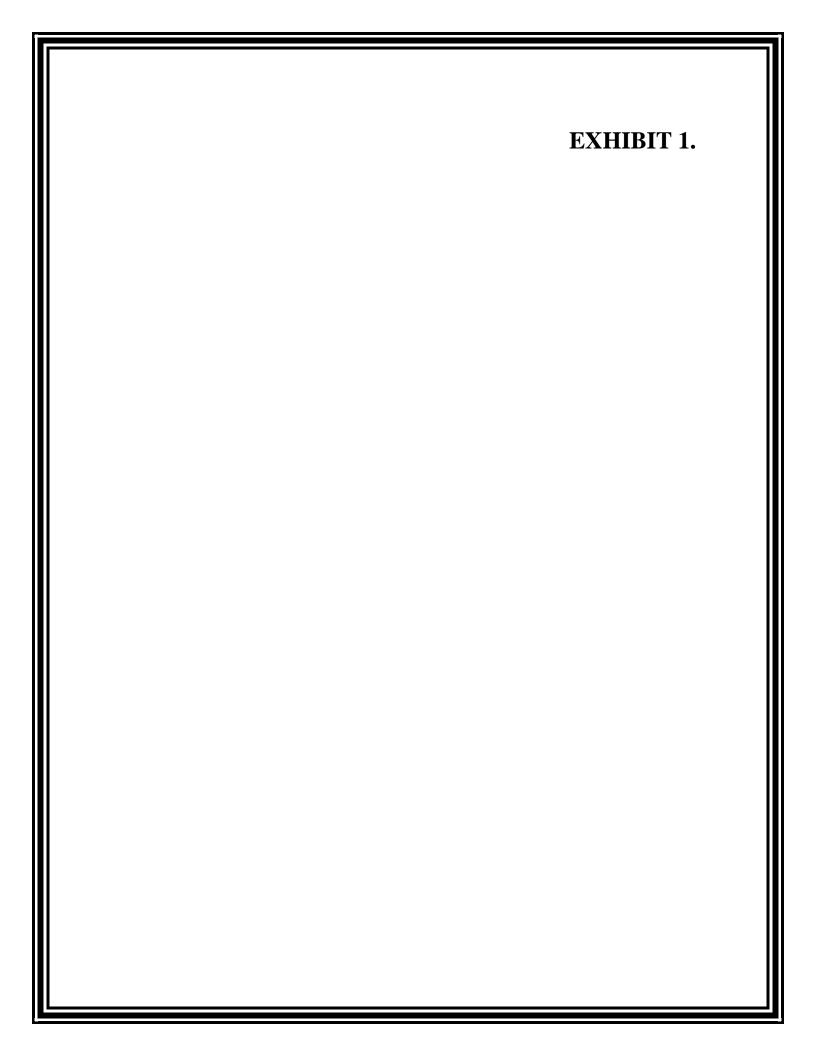
E.	Straley Robin Vericker Audit Response Letter	Exhibit 9
F.	Consideration and Approval of the Vertex Water Features Fountain Maintenance Proposal	Exhibit 10
G.	Consideration and Approval of the Genesis Proposal	Exhibit 11

V. Staff Reports

A. District Manager

for Ditch Maintenance

- B. District Counsel
- C. District Engineer
- VI. Supervisor Requests
- VII. Public Comments
- VIII. Adjournment



1	MINUT	ES OF CONTINUED MEETING									
2	VILLAGES OF GLEN CREEK COMMUNITY DEVEL OPMENT DISTRICT										
3	COMMUN	NITY DEVELOPMENT DISTRICT									
4											
5 6 7	Development District was held on Wed	Board of Supervisors of the Villages of Glen Creek Community dnesday, May 29, 2019 at 9:00 a.m. at Country Inn & Suites, 5610 4203 and is a continuation of the meeting held on May 22, 2019.									
8											
9	FIRST ORDER OF BUSINESS - Ro										
10	Mr. Cusmano called the meetin	ng to order and conducted roll call.									
11	Present and constituting a quorum were	x									
12 13 14	Mike Lawson Lori Price Christie Ray (via phone)	Board Supervisor, Chairman Board Supervisor, Assistant Secretary Board Supervisor, Assistant Secretary									
15	Also present were:										
16	Paul Cusmano	District Manager, DPFG Management & Consulting LLC									
17											
18 19	The following is a summary of the dis Creek CDD Board of Supervisors Cont	cussions and actions taken at the May 29, 2019 Villages of Glen inued Meeting.									
20											
21	SECOND ORDER OF BUSINESS –										
22	There being none, the next item										
23	THIRD ORDER OF BUSINESS – Co	C .									
24	**	nutes of the January 23, 2019 Meeting									
25	B. Exhibit 2: Acceptance of the Fe	ebruary, March, and April 2019 Financial Statements									
26 27	II	NDED by Ms. Price, WITH ALL IN FAVOR, the Board approved for the Villages of Glen Creek Community Development District.									
28	FOURTH ORDER OF BUSINESS –	Business Matters									
29 30	A. Exhibit 3: Ratification and Ado Christie Ray)	option of Resolution 2019-04 Re-Designating Officers (Adding									
31 32 33 34 35 36	and adopted Resolution 2019-04 Re-De as follows: Mr. Mike Lawson to serve a Lori Price and Ms. Christie Ray to ser Cusmano as Secretary, Ms. Patricia Company of the Compan	ONDED by Ms. Ray, WITH ALL IN FAVOR, the Board ratified esignating Officers; re-designating of the Officers of the District is as Chairman, Mr. Doug Draper to serve as Vice Chairman, and Ms. we as Assistant Secretary; District staffing is as follows: Mr. Paul Comings-Thibault as Treasurer, Mr. Maik Aagaard as Assistant Assistant Secretary for the Villages of Glen Creek Community									

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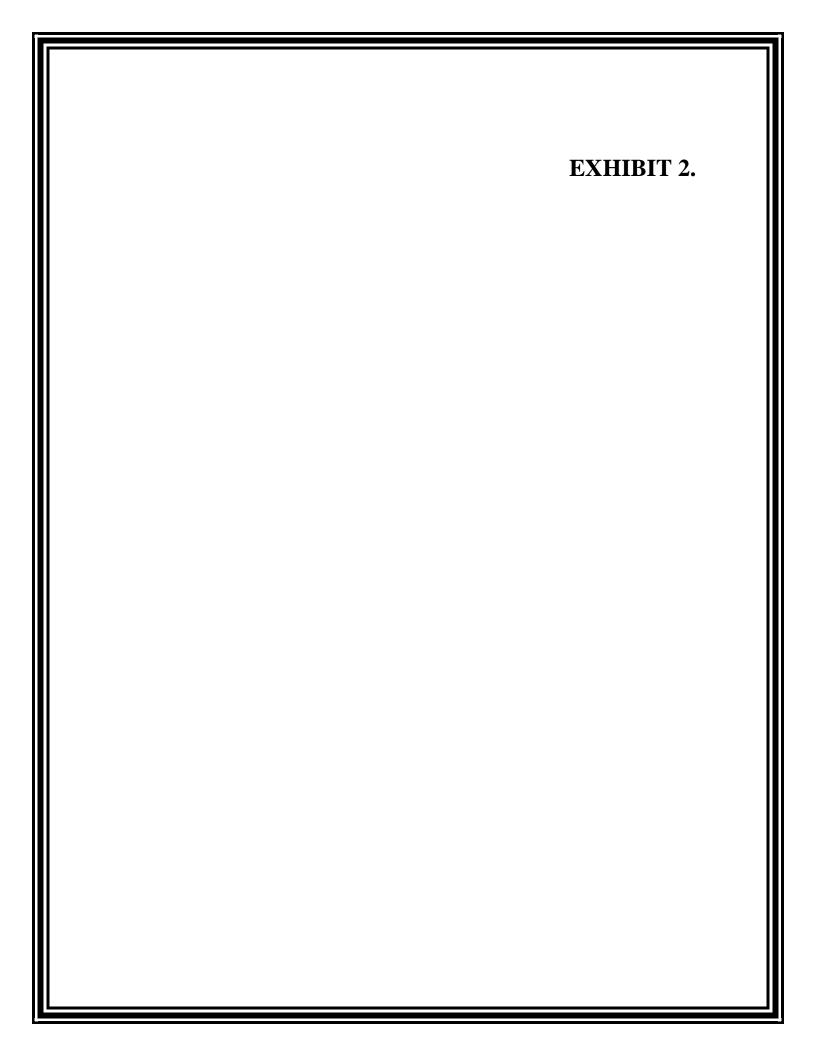
- On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board accepted FY 2019-2020 Proposed Budget for the Villages of Glen Creek Community Development District.
- C. Exhibit 5: Consideration and Adoption of Resolution 2019-05 Approving the FY 2018-2019
 Proposed Budget and Setting the Public Hearing
- On a MOTION by Mr. Lawson, SECONDED by Ms. Ray, WITH ALL IN FAVOR, the Board adopted Resolution 2019-05 Approving the FY 2018-2019 Proposed Budget and Setting the Public Hearing for the Villages of Glen Creek Community Development District.
- D. Exhibit 6: Consideration and Adoption of Resolution 2019-06 Authorizing Chairman to Execute Plats, Conveyances, and Other Documents
- On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board adopted Resolution 2019-06 Authorizing Chairman to Execute Plats, Conveyances, and Other Documents for the Villages of Glen Creek Community Development District.
 - E. Exhibit 7: Issuer Annual Continuing Disclosure Report FY 2018
- On a MOTION by Mr. Lawson, SECONDED by Ms. Ray, WITH ALL IN FAVOR, the Board accepted the Issuer Annual Continuing Disclosure Report FY 2018 for the Villages of Glen Creek Community Development District.
- 55 F. Exhibit 8: Manatee County Number of Registered Voters Villages of Glen Creek 68
- 56 G. Exhibit 9: Consideration of H2 Pool Services Pool Maintenance and Service Agreement
- On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board accepted the H2 Pool Services Pool Maintenance and Service Agreement, subject revisions of the task between pressure washing and pool maintenance cleaning, for the Villages of Glen Creek Community Development District.
 - H. Exhibit 10: Consideration of Aquatic Systems Triploid Grass Carp and Barrier Installation Sites #4 & #5 Ponds
- On a MOTION by Mr. Lawson, SECONDED by Ms. Ray, WITH ALL IN FAVOR, the Board accepted the Aquatic Systems Triploid Grass Carp and Barrier Installation at Ponds #4 & #5 for the Villages of Glen Creek Community Development District.
 - I. Exhibit 11: Consideration of Poop 911 Tampa Proposal
- On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board accepted the Poop 911 Tampa Proposal for the Villages of Glen Creek Community Development District.
- J. Exhibit 12: Ratification of Innovative Employer Solutions, Inc. Payroll Service Agreement
- On a MOTION by Mr. Lawson, SECONDED by Ms. Ray, WITH ALL IN FAVOR, the Board ratified the Innovative Employer Solutions, Inc. Payroll Service Agreement for the Villages of Glen Creek Community Development District.
 - K. Exhibit 13: Consideration of Security Elite Agency Security Agreement

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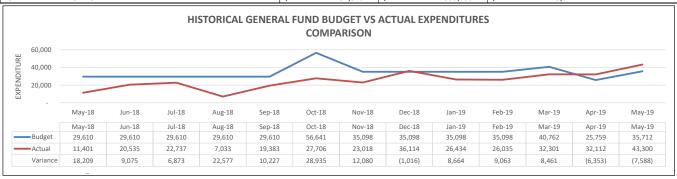
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74 75 76	On a MOTION by Mr. Lawson, SECONDED by Ms. Ray, WITH ALL IN FAVOR, the Board accepted Security Elite Agency Security Agreement for the Villages of Glen Creek Community Development District.
77 78	L. Exhibit 14: Consideration of Electric Motors & Lift Station Services Inc. Lift Station Maintenance Services Agreement
79 80 81	On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board accepted the Electric Motors & Lift Station Services Inc. Lift Station Maintenance Services Agreement for the Villages of Glen Creek Community Development District.
82	FIFTH ORDER OF BUSINESS – Staff Reports
83	A. District Manager
84	1. Exhibit 15: Presentation of the Road to ADA Compliance
85 86 87	On a MOTION by Mr. Lawson, SECONDED by Ms. Ray, WITH ALL IN FAVOR, the Board approved the request for proposal from Campus Suite's for ADA Compliant Webpage Services and Maintenance for the Villages of Glen Creek Community Development District.
88	B. District Counsel
89	There being none, the next item followed.
90	C. District Engineer
91	There being none, the next item followed.
92	SIXTH ORDER OF BUSINESS – Supervisor Requests
93	There being none, the next item followed.
94	SEVENTH ORDER OF BUSINESS – Public Comments
95	There being none, the next item followed.
96	EIGHTH ORDER OF BUSINESS – Adjournment
97 98	Mr. Cusmano asked for final questions, comments, or corrections before adjourning the meeting. There being none, Mr. Lawson made a motion to adjourn the meeting.
99 100	On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board adjourned the meeting for the Villages of Glen Creek Community Development District.
101 102 103	*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.
104	
105 106	Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on

	U	es of Glen Cree. aued Meeting	k CDD			May 29, 2019 Page 4 of 4
	Signatu	re		Signatu	ıre	
108						
	Printed	Name		Printed	Name	
109						
110	Title:	□ Secretary	□ Assistant Secretary	Title:	□ Chairman	□ Vice Chairman

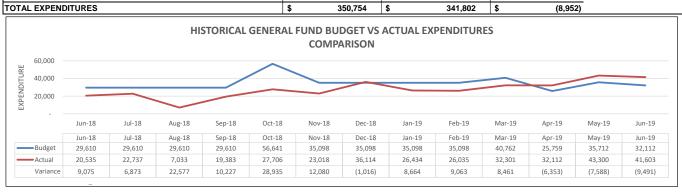


Villages of Glen Creek CDD Financial Report Summary - General Fund & Construction Fund 5/31/2019 ACQ. & ACQ. & CONSTRUCTION 2018 CONSTRUCTION CIP 2016A-2016 A2 A-1 (AA2) 2018B GENERAL FUND For The Period Ending: 5/31/2019 5/31/2019 5/31/2019 5/31/2019 CASH BALANCE \$ 2,832 \$ 266 \$ 344,922 \$ 1,392,427 PLUS: ACCOUNTS RECEIVABLE - OFF ROLL PLUS: ACCOUNTS RECEIVABLE - ON ROLL PLUS: ACCOUNTS RECEIVABLE - OTHER LESS: ACCOUNTS PAYABLE (65,678) (149,087) NET CASH BALANCE 1,392,427 266 \$ (62.846)\$ \$ 195.835 GENERAL FUND REVENUE AND EXPENDITURES (FY 2019 YTD): 5/31/2019 5/31/2019 **FAVORABLE** ACTUAL BUDGET (UNFAVORABLE) VARIANCE YEAR-TO-DATE YEAR-TO-DATE REVENUE (YTD) COLLECTED \$ 221,264 \$ 448.374 \$ (227,110) EXPENDITURES (YTD) (294,378) (309,690) 15,311 NET OPERATING CHANGE \$ (73,114)\$ 138.684 \$ (211,798)AVERAGE MONTHLY EXPENDITURES \$ 36.797 \$ 38.711 \$ 1.914 PROJECTED EOY BASED ON AVERAGE 441,568 448,374 6,806 GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY: FAVORABLE 5/31/2019 5/31/2019 **ACTUAL** BUDGET (UNFAVORABLE) YEAR-TO-DATE YEAR-TO-DATE VARIANCE REVENUE: ASSESSMENTS-ON-ROLL (NET) \$ 58,496 \$ 60,047 \$ (1,551)ASSESSMENTS-OFF-ROLL (NET) (225,558) 162,768 388,327 MISCELLANEOUS REVENUE **EXPENDITURES:** ADMINISTRATIVE EXPENDITURES 94,544 100,229 5,685 PHYSICAL ENVIRONMENT - LANDSCAPE 126,774 111,333 (15,440)PHYSICAL ENVIRONMENT - POND MAINTENENACE 8,675 6,099 PHYSICAL ENVIRONMENT - OTHER 42.857 41.328 (1,529)AMENITY CENTER EXPENDITURES 27,628 48,125 20,496 UNBUDGETED EXPENDITURES TOTAL EXPENDITURES 294,378 309.690 15.311 \$ \$



No New P.O.s

Villages of Glen Creek CDD Financial Report Summary - General Fund & Construction Fund 6/30/2019 ACQ. & ACQ. & CONSTRUCTION 2018 CONSTRUCTION CIP 2016A-2016 A2 A-1 (AA2) 2018B **GENERAL FUND** For The Period Ending: 6/30/2019 6/30/2019 6/30/2019 6/30/2019 CASH BALANCE \$ 3,799 \$ 266 \$ 251,184 \$ 1,405,827 PLUS: ACCOUNTS RECEIVABLE - OFF ROLL 136,976 PLUS: ACCOUNTS RECEIVABLE - ON ROLL PLUS: ACCOUNTS RECEIVABLE - OTHER LESS: ACCOUNTS PAYABLE (52,933)(76,642) NET CASH BALANCE 1,405,827 266 \$ 87.841 \$ \$ 174.542 GENERAL FUND REVENUE AND EXPENDITURES (FY 2019 YTD): 6/30/2019 6/30/2019 **FAVORABLE** ACTUAL BUDGET (UNFAVORABLE) VARIANCE YEAR-TO-DATE YEAR-TO-DATE REVENUE (YTD) COLLECTED \$ 357,526 \$ 448.374 \$ (90,848) EXPENDITURES (YTD) (350,754) (341,802) (8,952) NET OPERATING CHANGE \$ 6,772 \$ 106,572 \$ (99,800)AVERAGE MONTHLY EXPENDITURES \$ 38.973 \$ 37.978 (995)PROJECTED EOY BASED ON AVERAGE 467,671 448,374 (19,297)GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY: FAVORABLE 6/30/2019 6/30/2019 **ACTUAL** BUDGET (UNFAVORABLE) YEAR-TO-DATE YEAR-TO-DATE VARIANCE REVENUE: ASSESSMENTS-ON-ROLL (NET) \$ 60,085 \$ 60,047 \$ 38 ASSESSMENTS-OFF-ROLL (NET) (90,887) 297,440 388,327 MISCELLANEOUS REVENUE **EXPENDITURES:** 2,216 ADMINISTRATIVE EXPENDITURES 105,601 107,818 PHYSICAL ENVIRONMENT - LANDSCAPE 136,148 132,750 (3,398)PHYSICAL ENVIRONMENT - POND MAINTENENACE (594) 2,853 (10,430) PHYSICAL ENVIRONMENT - OTHER 45.869 56.299



49,853

53,106

3,253

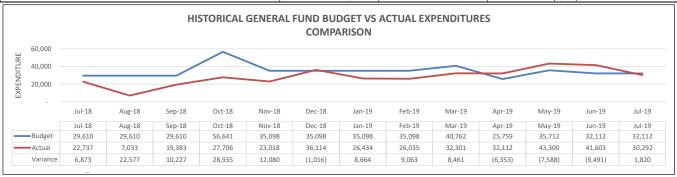
No New P.O.s

AMENITY CENTER EXPENDITURES

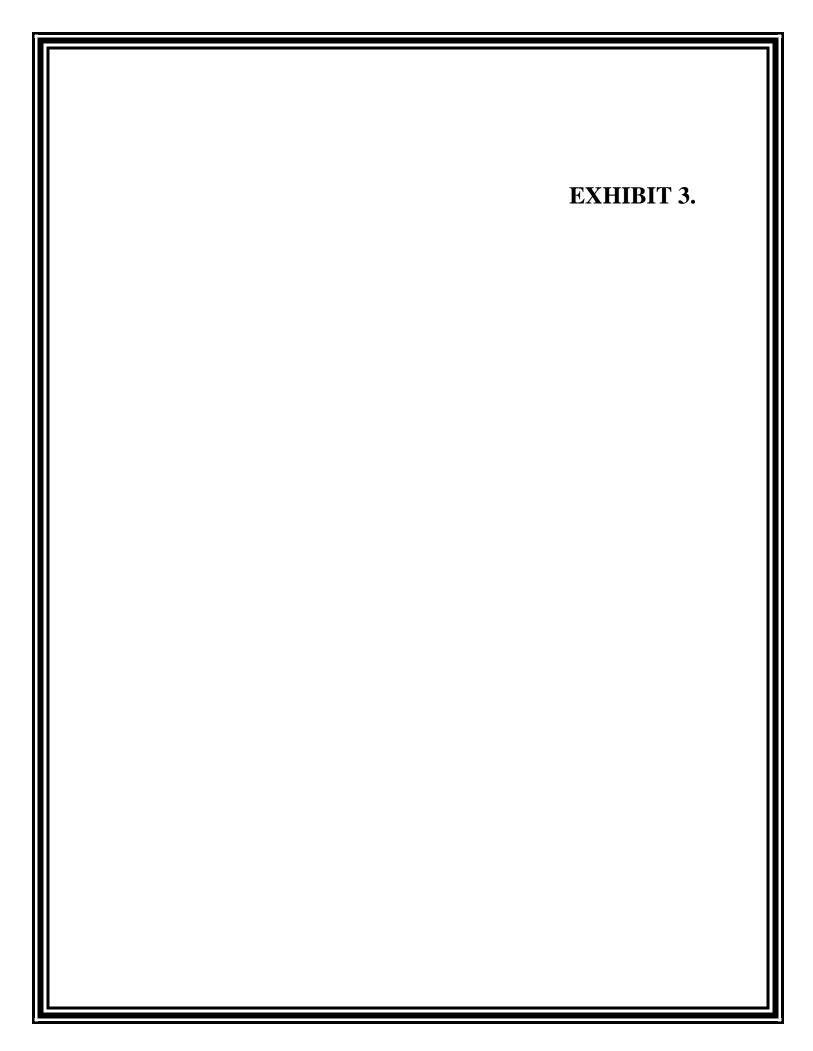
UNBUDGETED EXPENDITURES

	Villag	es of Glen Cro	eek	CDD										
Financial	Report Summ	ary - General F	uno	d & Construction Fi	und									
	•	7/31/2019												
For The Period Ending :		ENERAL FUND 7/31/2019		GENERAL FUND 7/31/2019				0=11=111=1=1=1		CIP 2016A-2016 A2 7/31/2019	ACQ. & CONSTRUCTION 2018 A-1 (AA2) 7/31/2019		СО	ACQ. & INSTRUCTION 2018B 7/31/2019
CASH BALANCE	\$	596	\$	710	\$	191,453	\$	1,408,089						
PLUS: ACCOUNTS RECEIVABLE - OFF ROLL		133,776		-		-		-						
PLUS: ACCOUNTS RECEIVABLE - ON ROLL		-		-		-		-						
PLUS: ACCOUNTS RECEIVABLE - OTHER		-		-		-		-						
LESS: ACCOUNTS PAYABLE		(77,022)		-		(48,036)		-						
NET CASH BALANCE	\$	57,350	\$	710	\$	143,417	\$	1,408,089						
GENERAL FUND REVENUE AND EXPENDITURES (FY 2019	9 YTD):													
		7/31/2019		7/31/2019	F	AVORABLE								
		ACTUAL		BUDGET	•	FAVORABLE)								
		EAR-TO-DATE	_	YEAR-TO-DATE		VARIANCE								
REVENUE (YTD) COLLECTED	\$	374,024	\$,	\$	(74,350)								
EXPENDITURES (VTD)		(381 245)		(373 014)		(7 331)								

KEVENOE (TID) COLLECTED	Ψ	374,024	Ψ	440,374	Ψ	(74,330)	
EXPENDITURES (YTD)		(381,245)		(373,914)		(7,331)	
NET OPERATING CHANGE	\$	(7,221)	\$	74,460	\$	(81,681)	
AVERAGE MONTHLY EXPENDITURES	\$	38,125	\$	37,391	\$	(733)	
PROJECTED EOY BASED ON AVERAGE	\$	457,494	\$	448,374	\$	(9,120)	
GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:	7/31/2019 7/31/2019 ACTUAL BUDGET YEAR-TO-DATE YEAR-TO-DATE				FAVORABLE (UNFAVORABLE) VARIANCE		
REVENUE:	IEA	K-10-DATE	164	IK-TO-DATE	V	KIANCE	
ASSESSMENTS-ON-ROLL (NET)	\$	60,085	\$	60,047	\$	38	
ASSESSMENTS-OFF-ROLL (NET)		313,938		388,327		(74,388)	
MISCELLANEOUS REVENUE		-		-		-	
EXPENDITURES:							
ADMINISTRATIVE EXPENDITURES		115,454		115,406		(47)	
PHYSICAL ENVIRONMENT - LANDSCAPE		148,522		147,500		(1,022)	
PHYSICAL ENVIRONMENT - POND MAINTENENACE		3,630		2,510		(1,120)	
PHYSICAL ENVIRONMENT - OTHER		58,081		50,410		(7,671)	
AMENITY CENTER EXPENDITURES		55,559		58,087		2,529	
UNBUDGETED EXPENDITURES		-		-		-	
TOTAL EXPENDITURES	\$	381,245	\$	373,914	\$	(7,331)	



New P.O.s OM-VC-009 - Yellowstone Landscape \$8,686/mo.



VILLAGES OF GLEN CREEK COMMUNITY DEVELOPMENT DISTRICT



PROPOSED OPERATING BUDGET OCTOBER 1, 2019 – SEPTEMBER 30, 2020

VILLAGES OF GLEN CREEK COMMUNITY DEVELOPMENT DISTRICT

BUDGET DEVELOPMENT

FLORIDA STATUTE 189.418

The total amount available from taxation and other sources, including balances brought forward for prior fiscal years, must equal the total of appropriations for expenditures and reserves.

(A Balanced Budget)

Villages of Glen Creek Community Development District

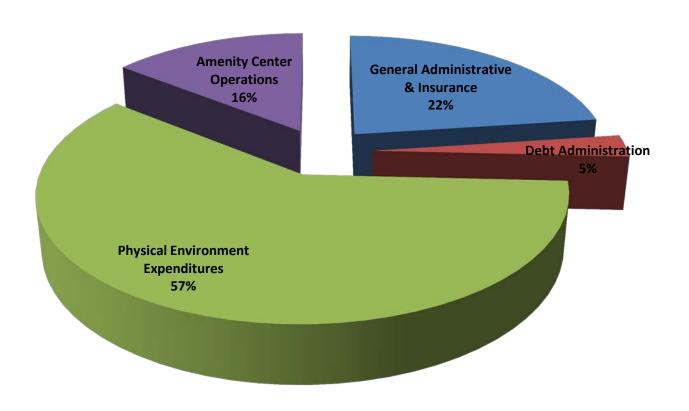
BOARD BUDGET DEVELOPMENT:

- Review of Actual Expenditures of Prior Fiscal Years
- Review of Contracts and Service Level Provided
- 3. Consideration of Future Service Needs

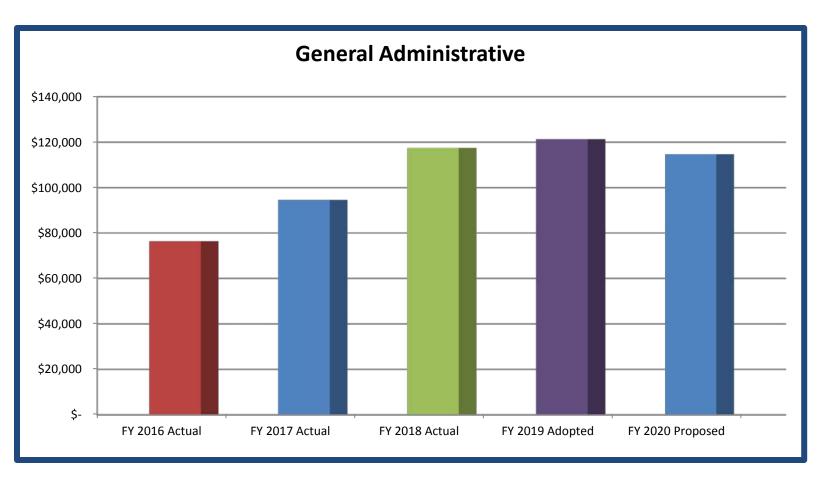
GROSS ASSESSMENTS FY 2020

Lot Width	Units	GROSS Assmt/Unit FY 2019	GROSS Assmt/Unit FY 2020	GROSS Diff./Unit	MONTHLY CHANGE
TH	226	\$356	\$488	\$132	\$11.02
42	94	\$601	\$824	\$223	\$18.57
52	238	\$742	\$1,017	\$275	\$22.92
62	109	\$883	\$1,210	\$327	\$27.27
Total	667	, , = =	, , = -	, , , = ,	,

FY 2020 Expenditure Summary: \$525,234



Administrative: \$114,703

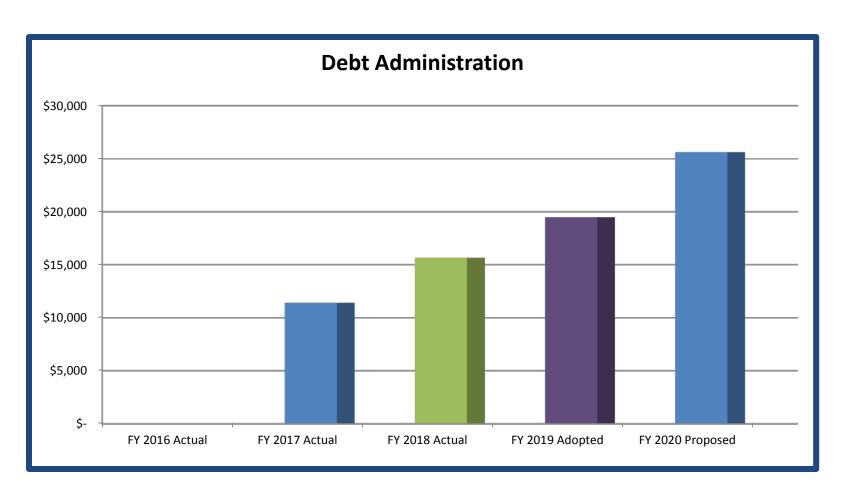




Administrative: 22%, Decrease of \$6,631

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Adopted	FY 2019 YTD - March 31	FY 2020 Proposed	Variance
GENERAL ADMINISTRATIVE:							
SUPERVISORS COMPENSATION	1,800	1,200	4,200	8,000	600	8,000	-
PAYROLL TAXES	138	92	321	612	46	612	-
PAYROLL SERVICES	473	138	387	600	139	600	-
TRAVEL PER DIEM	113	263	221	500	-	500	-
MANAGEMENT CONSULTING SERVICES	21,000	21,000	29,996	25,000	12,498	25,000	-
CONSTRUCTION ACCOUNTING SERVICES	-	9,500	3,000	9,000	9,000	4,500	(4,500)
PLANNING AND COORDINATING SRVCS.	36,000	36,000	36,000	36,000	18,000	36,000	-
BANK FEES	12	24	16	264	127	264	-
MISCELLANEOUS	-	-	306	750	7,000	750	-
AUDITING SERVICES	2,800	3,946	4,046	3,600	-	3,100	(500)
INSURANCE	2,363	2,410	9,174	21,093	11,418	16,937	(4,156)
REGULATORY AND PERMIT FEES	175	175	175	175	175	175	-
LEGAL ADVERTISEMENTS	1,718	1,537	1,558	2,500	3,086	2,500	-
ENGINEERING SERVICES	908	3,889	5,347	4,000	2,512	5,000	1,000
LEGAL SERVICES	7,294	13,146	21,997	7,500	2,554	7,500	-
WEBSITE HOSTING	978	757	758	740	360	2,265	1,525
ADMINISTRATIVE CONTINGENCY	625	562	-	1,000	-	1,000	-
TOTAL GENERAL ADMINISTRATIVE	76,397	94,639	117,501	121,334	67,515	114,703	(6,631)

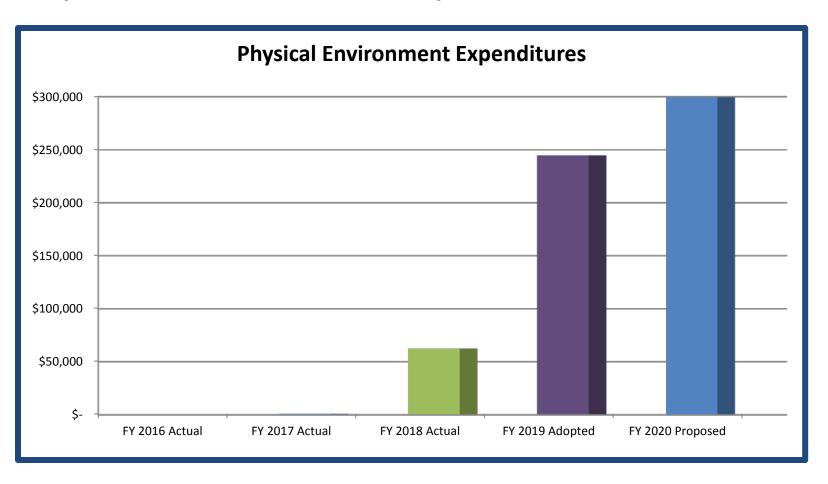
Debt Administration: \$25,628



Debt Administration: 5%, Increase of \$6,142

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Adopted	FY 2019 YTD - March 31	FY 2020 Proposed	Variance
DEBT ADMINISTRATION							
DISSEMINATION AGENT	-	5,000	5,000	5,000	5,000	5,000	-
TRUSTEE FEES	-	6,411	6,411	10,236	-	16,378	6,142
TRUST FUND ACCOUNTING	-	-	3,600	3,600	1,800	3,600	-
ARBITRAGE	-	-	650	650	650	650	-
TOTAL DEBT ADMINISTRATION	-	11,411	15,661	19,486	7,450	25,628	6,142

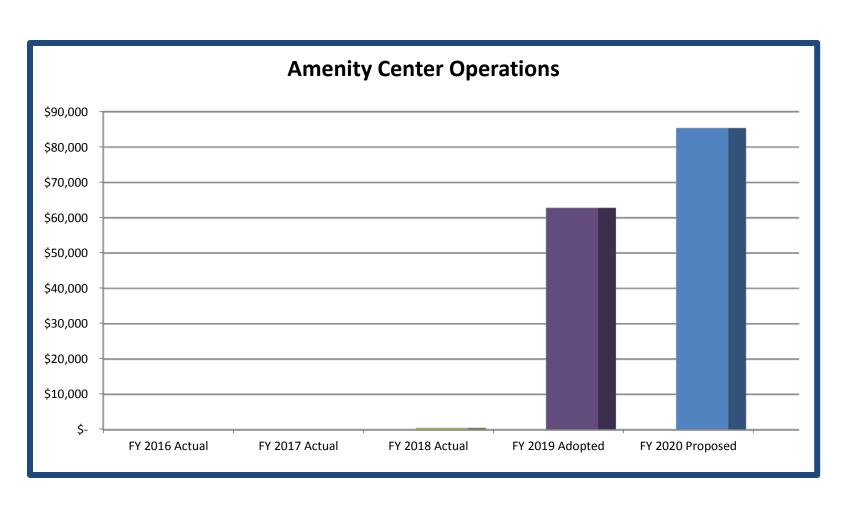
Physical Environment Expenditures: \$299,528



Physical Environment Expenditures: 57%, Increase of \$54,774

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Adopted	FY 2019 YTD - March 31	FY 2020 Proposed	Variance
PHYSICAL ENVIRONMENT EXPENDITURES:							
STREETPOLE LIGHTING	-	-	-	25,000	-	32,000	7,000
ELECTRICITY (IRRIG. & POND PUMPS)	-	-	102	7,992	1,874	6,000	(1,992)
WATER	-	-	-	-	22,428	9,600	9,600
LANDSCAPING MAINTENANCE	-	-	38,537	160,000	57,944	187,744	27,744
LANDSCAPE REPLINISHMENT	-	-	-	5,000	-	5,000	-
IRRIGATION MAINTENANCE	-	-	88	2,000	1,011	3,000	1,000
CREEK MAINTENANCE	-	-	-	10,000	-	10,000	-
POND MAINTENANCE	-	514	4,656	3,012	1,622	9,000	5,988
POND BANK MOWING	-	-	17,126	-	-	-	-
STORMWATER DRAIN & MAINTENANCE	-	-	397	-	-	-	-
SOLID WASTE DISPOSAL	-	-	-	-	450	6,000	6,000
COMPREHENSIVE FIELD SERVICES			-	15,000	1,805	12,867	(2,133)
FIELD MANAGER	-	-	8	-	-	-	-
FIELD SERVICES MILEAGE	-	380	1,561	-	-	1,500	1,500
GATE MAINTENANCE	-	-	-	3,000	-	5,000	2,000
GATE CLICKERS	-	-		5,250	-	3,000	(2,250)
PET WASTE REMOVAL	-	-	-	3,500	-	3,817	317
HOLIDAY DECORATIONS	-	-	-	5,000	-	5,000	-
TOTAL PHYSICAL ENVIRONMENT EXPENDITURES	-	894	62,474	244,754	87,134	299,528	54,774

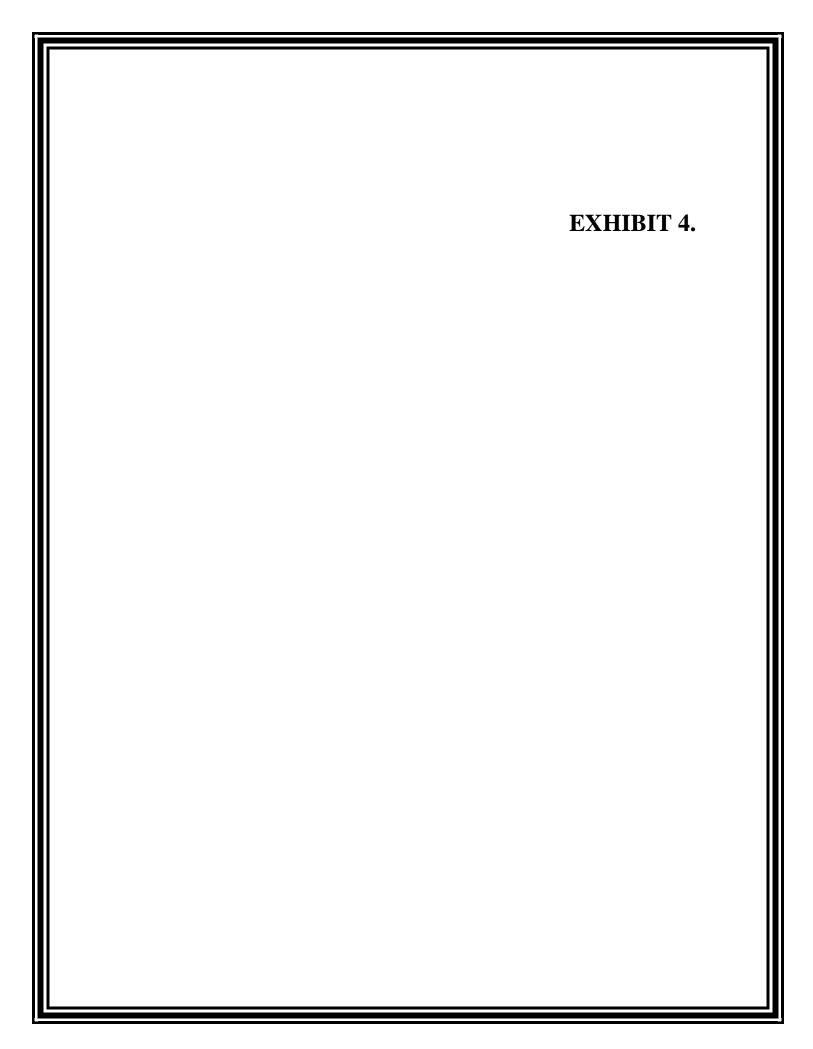
Amenity Center Operations: \$85,375



Amenity Center Operations: 16%, Increase of \$22,575

	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2019 Adopted	FY 2019 YTD - March 31	FY 2020 Proposed	Variance
AMENITY CENTER OPERATIONS:							
POOL SERVICE CONTRACT	-	-		12,000	-	16,500	4,500
POOL MAINTENANCE & REPAIRS	-	-		1,500	-	2,500	1,000
POOL PERMIT	-	-		275	250	275	-
AMENITY MANAGEMENT	-	-		3,000	-	7,000	4,000
AMENITY CENTER POWER WASH	-	-		3,000	-	6,000	3,000
AMENITY CENTER CLEANING & MAINTENANCE	-	-		5,700	-	7,800	2,100
AMENITY CENTER PHONE & INTERNET	-	-		525	-	3,060	2,535
AMENITY CENTER ELECTRICITY	-	-		8,000	2,804	8,000	-
AMENITY CENTER WATER	-	-		6,500	-	3,000	(3,500)
AMENITY CENTER PEST CONTROL	-	-	480	1,800	720	1,440	(360)
AMENITY CENTER CAMERA	-	-	-	-	-	8,000	8,000
AMENITY CENTER MONITORING	-	-	-	-	-	4,000	4,000
REFUSE SERVICE	-	-		2,500	-	2,700	200
LANDSCAPE MAINTENANCE INFILL	-	-		5,000	11,560	5,000	-
MISC. AMENITY CENTER REPAIRS & MAINTENANCE	-	-		5,000	-	5,000	-
KEY PAD	-	-		8,000	6,273	5,100	(2,900)
TOTAL AMENTIY CENTER OPERATIONS	-	-	480	62,800	21,607	85,375	22,575

• QUESTIONS?



STATEMENT 1 VILLAGES OF GLEN CREEK CDD FY 2020 PROPOSED GENERAL FUND

		2016 ΓUAL	FY 2017 ACTUAL	FY 2018 ACTUAL	FY 2019 ADOPTED	FY 2019 YTD - MAR	FY 2020 PROPOSED	VARIANCE FY 19 VS FY20	
REVENUE									
GENERAL FUND REVENUES /(a)	s	75,982	\$ 106,492	\$ 187,174	\$ 448,374	\$ 87,744	\$ 82,679	\$ (365,695)	
DEVELOPER FUNDING		-	-	-	-	-	\$ 442,555	\$ 442,555	
INTEREST		-	-	-	-	-	-	-	
MISCELLANEOUS		-	22	-	-	-	-	-	
TOTAL REVENUE		75,982	106,514	187,174	448,374	87,744	525,234	76,860	
EXPENDITURES									
GENERAL ADMINISTRATIVE:									
SUPERVISORS COMPENSATION		1,800	1,200	4,200	8,000	600	8,000	-	
PAYROLL TAXES		138	92	321	612	46	612	-	
PAYROLL SERVICES		473	138	387	600	139	600	-	
TRAVEL PER DIEM		113	263	221	500	-	500	-	
MANAGEMENT CONSULTING SERVICES		21,000	21,000	29,996	25,000	12,498	25,000	-	
CONSTRUCTION ACCOUNTING SERVICES		-	9,500	3,000	9,000	9,000	4,500	(4,500)	
PLANNING AND COORDINATING SRVCS.		36,000	36,000	36,000	36,000	18,000	36,000	-	
BANK FEES		12	24	16	264	127	264	-	
MISCELLANEOUS		-	-	306	750	7,000	750	-	
AUDITING SERVICES		2,800	3,946	4,046	3,600	-	3,100	(500)	
INSURANCE		2,363	2,410	9,174	21,093	11,418	16,937	(4,156)	
REGULATORY AND PERMIT FEES		175	175	175	175	175	175	-	
LEGAL ADVERTISEMENTS		1,718	1,537	1,558	2,500	3,086	2,500	-	
ENGINEERING SERVICES		908	3,889	5,347	4,000	2,512	5,000	1,000	
LEGAL SERVICES		7,294	13,146	21,997	7,500	2,554	7,500	-	
WEBSITE HOSTING		978	757	758	740	360	2,265	1,525	
ADMINISTRATIVE CONTINGENCY		625	562	-	1,000	-	1,000	-	
TOTAL GENERAL ADMINISTRATIVE		76,397	94,639	117,501	121,334	67,515	114,703	(6,631)	
DEBT ADMINISTRATION:									
DISSEMINATION AGENT		-	5,000	5,000	5,000	5,000	5,000	_	
TRUSTEE FEES		-	6,411	6,411	10,236	_	16,378	6,142	
TRUST FUND ACCOUNTING		-	-	3,600	3,600	1,800	3,600	-	
ARBITRAGE		-	-	650	650	650	650	-	
TOTAL DEBT ADMINISTRATION		-	11,411	15,661	19,486	7,450	25,628	6,142	

STATEMENT 1 VILLAGES OF GLEN CREEK CDD FY 2020 PROPOSED GENERAL FUND

	FY 2016 ACTUAL	FY 2017 ACTUAL	FY 2018 ACTUAL	FY 2019 ADOPTED	FY 2019 YTD - MAR	FY 2020 PROPOSED	VARIANCE FY 19 VS FY20
PHYSICAL ENVIRONMENT EXPENDITURES:							
STREETPOLE LIGHTING	-	-	-	25,000	-	32,000	7,000
ELECTRICITY (IRRIG. & POND PUMPS)	-	-	102	7,992	1,874	6,000	(1,992)
WATER	-	-	-	-	22,428	9,600	9,600
LANDSCAPING MAINTENANCE	-	-	38,537	160,000	57,944	187,744	27,744
LANDSCAPE REPLINISHMENT	-	-	-	5,000	-	5,000	
IRRIGATION MAINTENANCE	-	-	88	2,000	1,011	3,000	1,000
CREEK MAINTENANCE	-	-	-	10,000	-	10,000	
POND MAINTENANCE	-	514	4,656	3,012	1,622	9,000	5,988
POND BANK MOWING	-	-	17,126	-	-	-	
STORMWATER DRAIN & MAINTENANCE	-	-	397	-	-	-	
SOLID WASTE DISPOSAL	-	-	-	-	450	6,000	6,000
COMPREHENSIVE FIELD SERVICES			-	15,000	1,805	12,867	(2,133)
FIELD MANAGER	-	-	8	-	-	-	
FIELD SERVICES MILEAGE	-	380	1,561	-	-	1,500	1,500
GATE MAINTENANCE	-	-	-	3,000	-	5,000	2,000
GATE CLICKERS	-	-		5,250	-	3,000	(2,250)
PET WASTE REMOVAL	-	-	-	3,500	-	3,817	317
HOLIDAY DECORATIONS	-	-	-	5,000	-	5,000	-
TOTAL PHYSICAL ENVIRONMENT EXPENDITURES	-	894	62,474	244,754	87,134	299,528	54,774
AMENITY CENTER OPERATIONS:							
POOL SERVICE CONTRACT	-	-		12,000	-	16,500	4,500
POOL MAINTENANCE & REPAIRS	-	-		1,500	-	2,500	1,000
POOL PERMIT	-	-		275	250	275	-
AMENITY MANAGEMENT	-	-		3,000	-	7,000	4,000
AMENITY CENTER POWER WASH	-	-		3,000	-	6,000	3,000
AMENITY CENTER CLEANING & MAINTENANCE	-	-		5,700	-	7,800	2,100
AMENITY CENTER PHONE & INTERNET	-	-		525	-	3,060	2,535
AMENITY CENTER ELECTRICITY	-	-		8,000	2,804	8,000	-
AMENITY CENTER WATER	-	-		6,500	-	3,000	(3,500)
AMENITY CENTER PEST CONTROL	-	-	480	1,800	720	1,440	(360)
AMENITY CENTER CAMERA	-	-	-	-	-	8,000	8,000
AMENITY CENTER MONITORING	-	-	-	-	-	4,000	4,000
REFUSE SERVICE	-	-		2,500	-	2,700	200
LANDSCAPE MAINTENANCE INFILL	-	-		5,000	11,560	5,000	-
MISC. AMENITY CENTER REPAIRS & MAINTENANCE	-	-		5,000	-	5,000	ا۔
KEY PAD		<u>-</u>		8,000	6,273	5,100	(2,900)
TOTAL AMENTIY CENTER OPERATIONS	_	-	480	62,800	21,607	85,375	22,575

STATEMENT 1 VILLAGES OF GLEN CREEK CDD FY 2020 PROPOSED GENERAL FUND

INCREASE IN RESERVES

TOTAL EXPENDITURES

EXCESS OF REVENUE OVER (UNDER) EXPNDTRS. FUND BALANCE - BEGINNING

INCREASE IN FUND BALANCE

FUND BALANCE - ENDING

FY 2016 ACTUAL	FY 2017 ACTUAL	FY 2018 ACTUAL	FY 2019 ADOPTED	FY 2019 YTD - MAR	FY 2020 PROPOSED	VARIANCE FY 19 VS FY20
-	-	-	-	-	-	-
76,397	106,944	196,117	448,374	183,706	525,234	76,860
(415)	(430)	(8,943)	-	(95,962)		-
845	430	0	(8,943)	(8,943)	(8,943)	-
-	-	-	-	-	-	
430	0	(8,943)	(8,943)	(104,905)	(8,943)	

Footnotes:

(a) Revenue collections from County tax collector and/or budget funding agreement only as needed based on actuals. Draws upon budget funding agreement can only be based on

STATEMENT 2 VILLAGES OF GLEN CREEK CDD FY 2020 GENERAL FUND BUDGET O&M ASSESSMENT ALLOCATION

A. ERU Assignment

Lot Width	Assigned ERU	Lot Count	Total ERU	% ERU
TH (a)	0.48	226	108.48	19.6%
42	0.81	94	76.14	13.8%
52	1.00	238	238.00	43.1%
62	1.19	109	129.71	23.5%
total		667	552.33	100.0%

B. Expenditures (O&M Assessment)

Total Expenditures (net) \$ 525,234.00

County collection charges & early pmt. Disc. \$ 36,513.59

Total O&M Assessment, if all ON Roll (gross) \$ 561,747.59

Total ERUs in District 552.33

O&M Assessment per ERU (Gross) \$ 1,017.05

O&M Assessment per ERU (Net) \$ 950.94

C. Assessment Allocation

Table 1 - Current FY Allocation of AR (as if all On-Roll)

			Total Net	Gross	Total Gross
Lot Width	Assigned ERU	Net Assmt/Lot	Assmt	Assmt/Lot	Assmt
TH (a)	0.48	\$ 456	\$ 103,158	\$ 488	\$ 110,330
42	0.81	\$ 770	\$ 72,405	\$ 824	\$ 77,438
52	1.00	\$ 951	\$ 226,324	\$ 1,017	\$ 242,058
62	1.19	\$ 1,132	\$ 123,347	\$ 1,210	\$ 131,922
total			\$ 525,234		\$ 561,748

Table 2 - Prior FY Allocation of AR (as if all On-Roll)

			Total Net	Gross	Total Gross
Lot Width	Assigned ERU	Net Assmt/Unit	Assmt	Assmt/Unit	Assmt
TH (a)	0.48	\$ 333	\$ 127,605	\$ 356	\$ 136,476
42	0.81	\$ 562	\$ 52,287	\$ 601	\$ 55,922
52	1.00	\$ 694	\$ 169,363	\$ 742	\$ 181,137
62	1.19	\$ 826	\$ 99,119	\$ 883	\$ 106,009
total			\$ 355,319		\$ 479,544

D Difference between Prior FY and Current FY (Net)

Table 3 - Difference Per Lot

Lot Width	Prior Assmt.	Current Assmt.	% Increase	\$ Increase	\$ Increase / mo
TH (a)	\$333	\$456	37%	\$123	\$10
42' (b)	\$562	\$770	37%	\$208	\$17
52'	\$694	\$951	37%	\$257	\$21
62'	\$826	\$1,132	37%	\$306	\$25

Footnotes:

- (a) Individual Townhome ERU is based off of a 150' lot per six Townhome block.
- (b) 42' Foot Lots are part of the new lot mix provided by the developer and were not in the FY 2018 lot mix
- (c) No O&M Assessments for non-platted lots will be charged to the Developer. Developer is only to fund based on actual expenditures on an as needed basis only.

STATEMENT 3 VILLAGES OF GLEN CREEK CDD CONTRACT SUMMARY

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	ANNUAL AMOUNT OF CONTRACT		COMMENTS (SCOPE OF SERVICE)				
ADMINISTRATIVE EXPENSES:								
SUPERVISORS COMPENSATION	Board of Supervisors	\$ 8,000		Statute allows \$200 per meeting per Supervisor, established at 8 meetings for 5 Supervisors				
PAYROLL TAXES	Paychex	\$ 612		Calculated at 7.65% of Payroll				
PAYROLL SERVICES	Paychex	\$ 600		\$55 per payroll plus year end processing				
TRAVEL PER DIEM	Not Applicable	\$ 500		Estimated as needed				
MANAGEMENT CONSULTING SERVICES	DPFG	\$ 25,000						
CONSTRUCTION ACCOUNTING SERVICES	DPFG	\$ 4,500		Estimated for Series 2018B				
PLANNING, COORDINATING & CONTRACT SERVICES	DPFG	\$ 36,000		Governmental agency coordination, construction & maintenance contract administration, technical and engineering support services associated with maintenance & construction of District infrastructure				
BANK FEES	VARIOUS	\$ 264						
MISCELLANEOUS	MISC.	\$ 750						
AUDITING SERVICES	Grau & Associates	\$ 3,100						
INSURANCE	EGIS	\$ 16,937						
REGULATORY & PERMIT FEES		\$ 175						
LEGAL ADVERTISMENTS	BRADENTON HERALD	\$ 2,500						
ENGINEERING SERVICES	VARIOUS	\$ 5,000						
LEGAL SERVICES	STRALEY ROBIN & VARIOUS OTHERS	\$ 7,500		ADA compliant website to be furnished by Campus Suite. Amount includes monthly scans of the website, the website platform itself as well as the remediation of 750 document pages				

STATEMENT 3 VILLAGES OF GLEN CREEK CDD CONTRACT SUMMARY

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	ANNUAL AMOUNT OF CONTRACT	COMMENTS (SCOPE OF SERVICE)
WEBSITE HOSTING	CAMPUS SUITE	\$ 2,265	
ADMINISTRATIVE CONTINGENCY		\$ 1,000	
	TOTAL	114,703	
DEBT SERVICE ADMINISTRATION:			
DISSEMINATION AGENT	DISCLOSURE SERVICES	\$ 5,000	Dissemination to facilitate compliance with Securities & Exchange Commission continuing disclosure
TRUSTEE FEES	US BANK	\$ 16,378	Confirmed with Trustee for Series 2016 and Series 2018
TRUST FUND ACCOUNTING	DPFG	\$ 3,600	
ARBITRAGE	LLS Tax Solutions	\$ 650	The District is required to calculate interest from bond proceeds each year pursuant to the Internal Revenue Code.
	TOTAL	25,628	

STATEMENT 3 VILLAGES OF GLEN CREEK CDD CONTRACT SUMMARY

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	ANNUAL AMOUNT OF CONTRACT		COMMENTS (SCOPE OF SERVICE)
PHYSICAL ENVIRONMENT EXPENDITURES:				
STREETPOLE LIGHTING		\$ 32,000		compared cost to other projects for yearly cost estimate
ELECTRICITY (IRRIGATION PUMPS)		\$ 6,000		Estimated
WATER		\$ 9,600		Estimated
LANDSCAPING MAINTENANCE	YELLOWSTONE	\$ 187,744	OM-VC-009	Core maintenance services of mowing, detailing, fertilization and irrigation inspection. Base contract \$104,232.00 estimated total adding \$55,768 amenity center \$27744
LANDSCAPE REPLENISHMENT	YELLOWSTONE	\$ 5,000		Estimated an additional \$5,000 for unknown replenishment expenditures
IRRIGATION MAINTENANCE	YELLOWSTONE	\$ 3,000		Estimated based on 50 zones
CREEK MAINTENANCE		\$ 10,000		Estimated pond bank mowing, etc.
POND MAINTENANCE		\$ 9,000	OM-VC-007 and new estimate	Current contract is for five ponds at \$285 per month, effective December 1, 2019. Additionally an estimate was obtained to add 19 more ponds
POND BANK MOWING	YELLOWSTONE	\$ -		Included in base Landscape
STORMWATER DRAIN & MAINTENANCE		\$ -		Storm drain and wash out maintenance, repairs are as needed and vary
SOLID WASTE DISPOSAL		\$ 6,000		Electric motors lift station service contract yearly \$2,820 should add for motor repair/service \$3,000
COMPREHENSIVE FIELD SERVICE MANAGEMENT	DPFG Field Services	\$ 12,867		Directs day to day operations of District and oversees Field Services & Amenity Services. Schedule vendors and inspect their work, interact with new homeowners, coordinate general security, manage of RFP for ongoing maintenance, prepare monthly written reports to the Board, including mileage for field tech.
FIELD SERVICES		\$ -		
FIELD SERVICES MILEAGE		\$ 1,500		

STATEMENT 3 VILLAGES OF GLEN CREEK CDD CONTRACT SUMMARY

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	ANNUAL AMOUNT OF CONTRACT		COMMENTS (SCOPE OF SERVICE)
GATE MAINTENANCE & ACCESS	DOOR KING	\$ 5,000		Estimated for two gates (entrance & rear)\$5,000 EA
GATE CLICKERS		\$ 6,000		100 residents at 30 each x 2 = 6,000
PET WASTE REMOVAL	POOP 911	\$ 3,817	Estimate received	Estimate received for 5 pet waste stations
HOLIDAY DECORATIONS		\$ 5,000		Holiday lights no event cost
	TOTAL	\$ 302,528		
AMENITY CENTER OPERATIONS:				
POOL SERVICE CONTRACT	H2 Pool	\$ 16,500	Estimate received	Brought costs inline with other projects
POOL MAINTENANCE & REPAIRS	Estimated	\$ 2,500		Miscellaneous estimated
POOL PERMIT		\$ 275		Based on actual from other pools of similar size
AMENITY MANAGEMENT	DPFG	\$ 7,000		Track & handle facility access keys, coordination of janitorial services, track & coordinate facility rental activities, and implement general operation & rules for the amenity
AMENITY CENTER POWER WASH	H2 Pool	\$ 3,000	Estimate received	Power washing at 1x per month
AMENITY CENTER CLEANING & MAINTENANCE	H2 Pool	\$ 7,800	Estimate received	7 day/week cleaning
AMENITY CENTER PHONE & INTERNET	Estimated	\$ 3,060		Estimated at \$255 monthly
AMENITY CENTER ELECTRICITY	Estimated	\$ 8,000		Estimated
AMENITY CENTER WATER	Estimated	\$ 3,000		Estimated
AMENITY CENTER PEST CONTROL	Earth Tech	\$ 1,440	OM-VC-DPFG-002	Contracted at \$120 per month

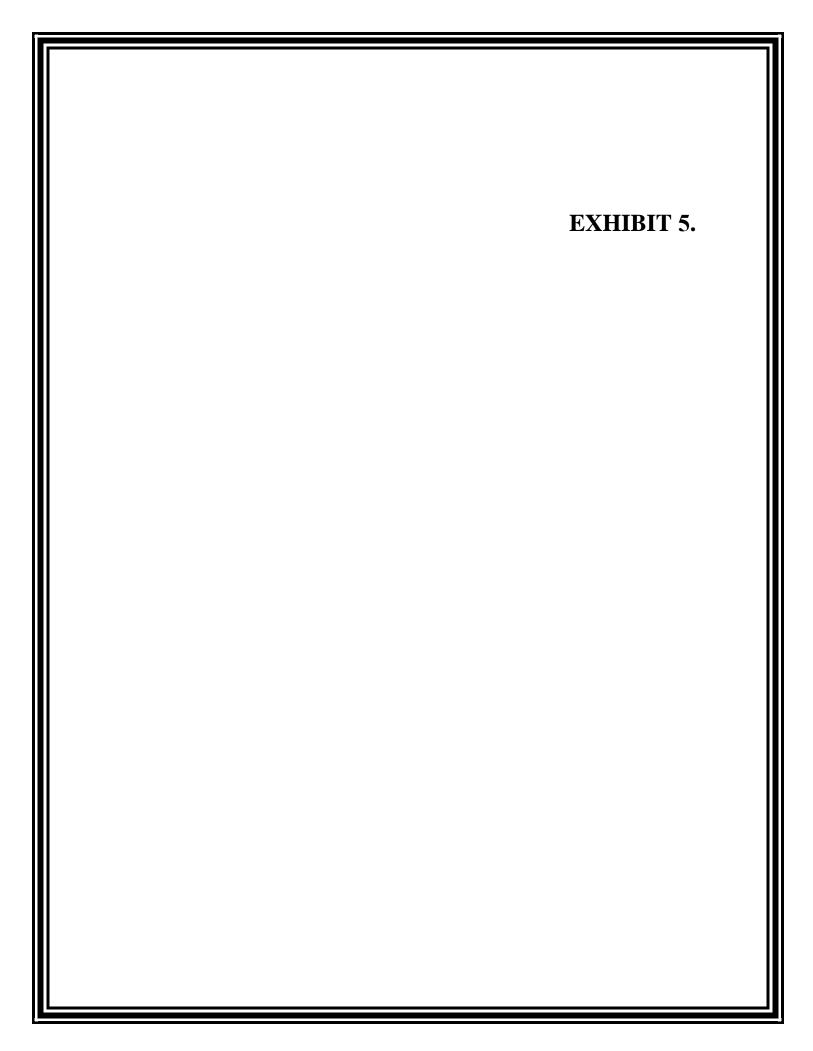
STATEMENT 3 VILLAGES OF GLEN CREEK CDD CONTRACT SUMMARY

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	ANNUAL AMOUNT OF CONTRACT	COMMENTS (SCOPE OF SERVICE)
AMENITY CENTER CAMERA		\$ 8,000	Install new cameras 8K
AMENITY CENTER MONITORING		\$ 4,000	Monitor yearly at 3K plus 1K service charges/repair
REFUSE SERVICE	Estimated	\$ 2,700	Estimated at \$225 per month for a 4 yard dumpster
LANDSCAPE MAINTENANCE INFILL	Estimated	\$ 5,000	Landscape infill as needed
MISC. AMENITY CENTER REPAIRS & MAINTENANCE	Estimated	\$ 5,000	Estimated
KEY PAD		\$ 5,100	Supply and Install key pad estimate; maintenance and service \$1,500
	TOTAL	\$ 82,375	

INCREASE IN RESERVES

\$ -

Total FY 2020 \$ 525,234



RESOLUTION 2019-07

THE ANNUAL APPROPRIATION RESOLUTION OF THE VILLAGES OF GLEN CREEK COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; APPROVING A BUDGET FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2019, submitted to the Board of Supervisors (the "Board") a proposed budget for the next ensuing budget year (the "Proposed Budget"), along with an explanatory and complete financial plan for each fund of the Villages of Glen Creek Community Development District (the "District"), pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

WHEREAS, the Board set August 28, 2019 at 9:00 am as the date and time for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1, of each year, the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the Proposed Budget projects the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year; and

WHEREAS, in order for the Developer to fund a portion of the Budget, the Board desires to approve a form of the Budget Funding Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VILLAGES OF GLEN CREEK COMMUNITY DEVELOPMENT DISTRICT:

Section 1. Budget

a. That the Board of Supervisors has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown below.

- b. That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2018/2019 and/or revised projections for fiscal year 2019/2020.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's Records Office and identified as "The Budget for the Villages of Glen Creek Community Development District for the Fiscal Year Beginning October 1, 2019, and Ending September 30, 2020," as adopted by the Board of Supervisors on August 28, 2019.
- d. The final adopted budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption.

Section 2. Appropriations

There is hereby appropriated out of the revenues of the District, for the fiscal year beginning October 1, 2019, and ending September 30, 2020, the sum of \$_______ to be raised by the levy of assessments and otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$
TOTAL DEBT SERVICE FUNDS	\$
TOTAL ALL FUNDS	\$ *

Section 3. Budget Amendments

Pursuant to Section 189.016, Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.

^{*}Not inclusive of any collection costs.

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section and Section 189.016 of the Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption.

Section 4. Budget Funding Agreement

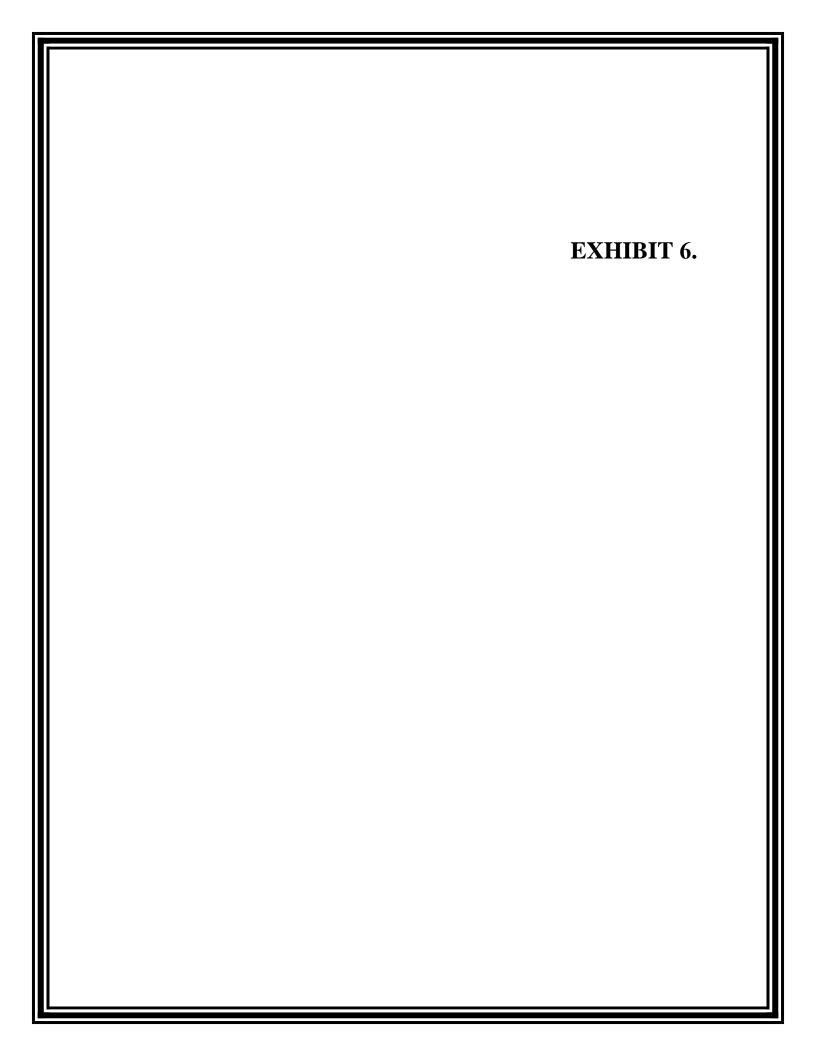
The form of the Budget Funding Agreement, attached as **Exhibit B** hereto, is hereby approved in order to fund the Developer's portion of the budget for Fiscal Year 2019/2020.

Section 5. Effective Date.

This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED THIS 28TH DAY OF AUGUST, 2019.

By:Name:_Paul Cusmano Secretary/Assistant Secretary		VILLAGES OF GLEN CREEK COMMUNITY DEVELOPMENT DISTRICT			
		Ву:	Michael Lawson Chair of the Board of Supervisors		
Exhibit A: Exhibit B:	FY 2019/2020 Budget Budget Funding Agreement				



Budget Funding Agreement

Fiscal Year 2019/2020

This Agreement is made and entered into this 28th day of August, 2019, by and between the **Villages of Glen Creek Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in the City of Bradenton, in Manatee County, Florida (hereinafter "**District**"), and **GTIS I VGC LP, LLC**, a Delaware limited partnership (hereinafter "**Developer**").

Recitals

WHEREAS, the District is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statues and located in the City of Bradenton, in Manatee County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently owns real property within the District, which property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the Fiscal Year 2019/2020, which year commences on October 1, 2019 and concludes on September 30, 2020; and

WHEREAS, the District will need a funding mechanism to enable it to proceed with its operations and services during Fiscal Year 2019/2020 as described in **Exhibit "A"** attached hereto; and

WHEREAS, the Developer desires to provide such funds, as are necessary, to the District to proceed with its operations and services for Fiscal Year 2019/2020, as described in Exhibit "A," and as may be amended from time to time by the District.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as Exhibit "A", as may be amended from time to time, within thirty (30) days of written request by the District. The monies to be funded by the Developer will be the difference between any actual on-roll and other non-off roll revenues received by the District minus the actual expenditures incurred by the District and will be provided on an "as needed" basis only. The funds shall be placed in the District's general

checking account. These payments are made by the Developer in lieu of taxes, fees or assessments which might otherwise be levied or imposed by the District. However, at the end of each fiscal year if it is determined there is a surplus that is related to the deficit funding provided by the Developer; the Developer will be entitled to a return of such funds up to the total amount deficit funded.

- 2. The parties hereto recognize that a portion of the aforereferenced operating expenses may be required in support of the District's effort to implement its capital improvements program which are to be financed in the form of note(s), bond(s) or future developer advances and as such may be considered to be reimbursable expenses. The District agrees that upon the issuance of its note(s) or bonds(s) that there will be included an amount sufficient to reimburse the Developer for a portion of the advances made pursuant to this agreement and such reimbursement will be made within thirty (30) days of receiving the proceeds of the note(s) or bond(s). The advances made pursuant to this agreement and reimbursement of same will not include any interest charge since it is anticipated that the District will proceed in a timely fashion to obtain its note(s) or bond(s).
- 3. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendment to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.
- 4. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
- 5. This Agreement may be assigned, in whole or in part by either party only upon the written consent of the other. Any purported assignment without such written consent shall be void.
- 6. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer.
- 7. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for, trial alternative dispute resolution, or appellate proceedings.
- 8. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is

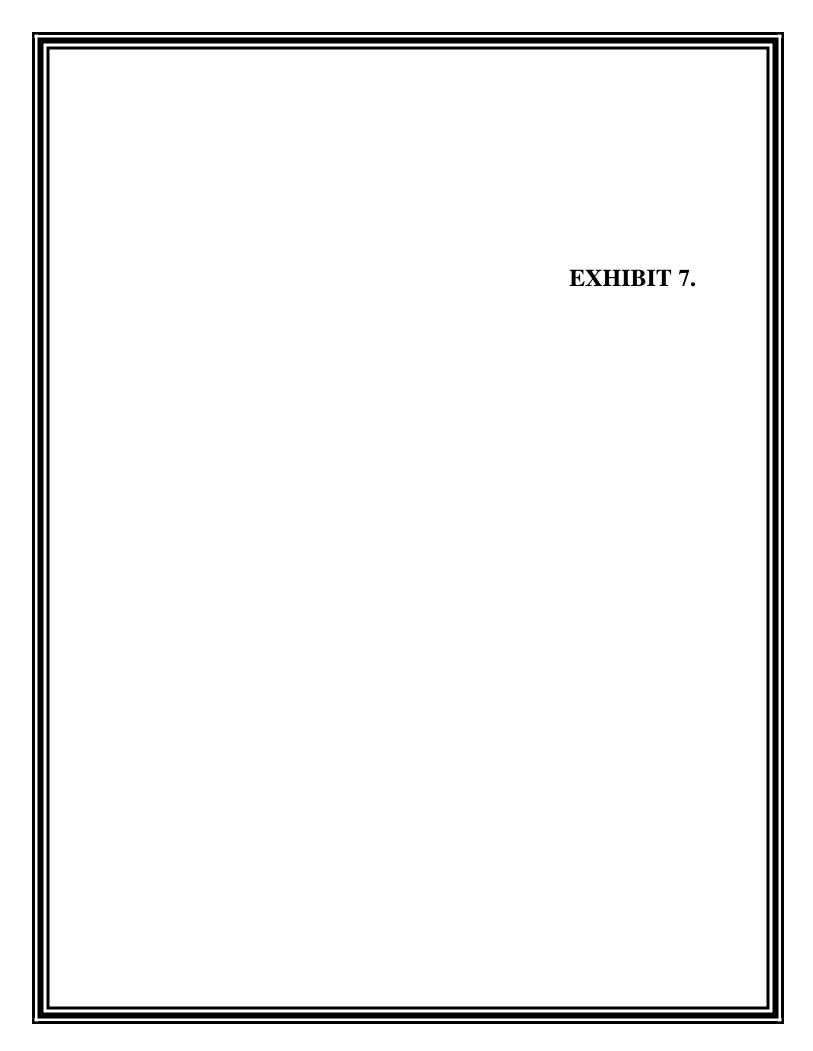
intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

- 9. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.
- 10. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
 - 11. The Agreement shall be effective after execution by both parties hereto.

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

Attest:	Villages of Glen Creek Community Development District			
Paul Cusmano Secretary/Assistant Secretary	By: Michael Lawson Chair of the Board of Supervisors			
	GTIS I VGC LP, a Delaware limited partnership			
Witness	By: John Ryan			
Witness	Manager			

Exhibit "A" – Fiscal Year 2019/2020 General Fund Budget



RESOLUTION 2019-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLAGES OF GLEN CREEK COMMUNITY DEVELOPMENT DISTRICT IMPOSING SPECIAL ASSESSMENTS; PROVIDING FOR COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; ADOPTING AND CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENT OF THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

- **WHEREAS,** the Villages of Glen Creek Community Development District (the **"District"**) is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and
- **WHEREAS,** the District is located in the City of Bradenton, in Manatee County, Florida (the "County"); and
- **WHEREAS**, the District owns and operates various infrastructure improvements and provides certain services in accordance with Chapter 190, Florida Statutes; and
- **WHEREAS,** the Board of Supervisors (the "Board") of the District hereby determines to undertake various operations and maintenance activities described in the District's budget for fiscal year 2019/2020 ("Operations and Maintenance Budget"), attached hereto as **Exhibit A** and incorporated as a material part of this Resolution by this reference; and
- **WHEREAS,** the District must obtain sufficient funds to provide for the operations and maintenance services and facilities provided by the District as described in the Operations and Maintenance Budget; and
- **WHEREAS,** the provision of such services, facilities, and operations is a benefit to lands within the District; and
- **WHEREAS,** Chapter 190, Florida Statutes, provides that the District may impose special assessments on benefitted lands within the District; and
- **WHEREAS,** Chapter 197, Florida Statutes, provides a mechanism pursuant to which such special assessments may be placed on the County tax roll and collected by the County Tax Collector ("Uniform Method"); and
- **WHEREAS**, the District has, by resolution and public notice, previously evidenced its intention to utilize the Uniform Method; and
- **WHEREAS,** the District has approved an agreement with the County Property Appraiser ("**Property Appraiser**") and County Tax Collector ("**Tax Collector**") to provide for the collection of special assessments under the Uniform Method; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the annually recurring special assessments on all assessable lands for operations and maintenance in the amount contained in the Operations and Maintenance Budget; and

WHEREAS, the District desires to levy and collect special assessments reflecting each parcel's portion of the Operations and Maintenance Budget; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll of the District as maintained in the office of the District Manager, available for review, and incorporated as a material part of this Resolution by this reference (the "Assessment Roll"), and to certify a portion of the Assessment Roll on the parcels designated in the Assessment Roll to the Tax Collector pursuant to the Uniform Method and to directly collect a portion of the assessments on the parcels designated in the Assessment Roll through the direct collection method pursuant to Chapter 190, Florida Statutes; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the Tax Collector by this Resolution, as the Property Appraiser updates the property roll, for such time as authorized by Florida law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VILLAGES OF GLEN CREEK COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BENEFIT. The provision of the services, facilities and operations as described in **Exhibit A** confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the costs of the assessments. The allocation of the costs to the specially benefited lands is shown in **Exhibit A** and in the Assessment Roll.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapter 190 of the Florida Statutes, and using procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operations and maintenance is hereby imposed and levied on benefited lands within the District in accordance with **Exhibit A** and in the Assessment Roll. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

SECTION 3. COLLECTION AND DUE DATE.

A. Uniform Method Assessments. The collection of the previously levied debt service assessments and operations and maintenance special assessments on a portion of the platted lots and developed lands shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibit A** and in the Assessment Roll.

- **Direct Bill Assessments.** The annual installment for the previously levied debt service assessments, and the annual operations and maintenance assessments, on a portion of the undeveloped and unplatted lands will be collected directly by the District in accordance with Florida law, as set forth in Exhibit A and in the Assessment Roll. Assessments directly collected by the District are due in full on December 1, 2019; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2019, 25% due no later than February 1, 2020 and 25% due no later than May 1, 2020. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment - including any remaining partial, deferred payments for Fiscal Year 2019/2020, as well as any future installments of special assessments securing debt service – shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the applicable rate of any bonds or other debt instruments secured by the special assessments, or, in the case of operations and maintenance assessments, at the applicable statutory prejudgment interest rate. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170 of the Florida Statutes or other applicable law to collect and enforce the whole assessment, as set forth herein.
- **C. Future Collection Methods.** The decision to collect special assessments by any particular method e.g., on the tax roll or by direct bill does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices. The District certifies all assessments for debt service and operations and maintenance for collection pursuant to Chapters 190 and 197, Florida Statutes. All assessments collected by the Tax Collector shall be due and payable as provided in Chapter 197, Florida Statutes.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll is hereby certified and adopted.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

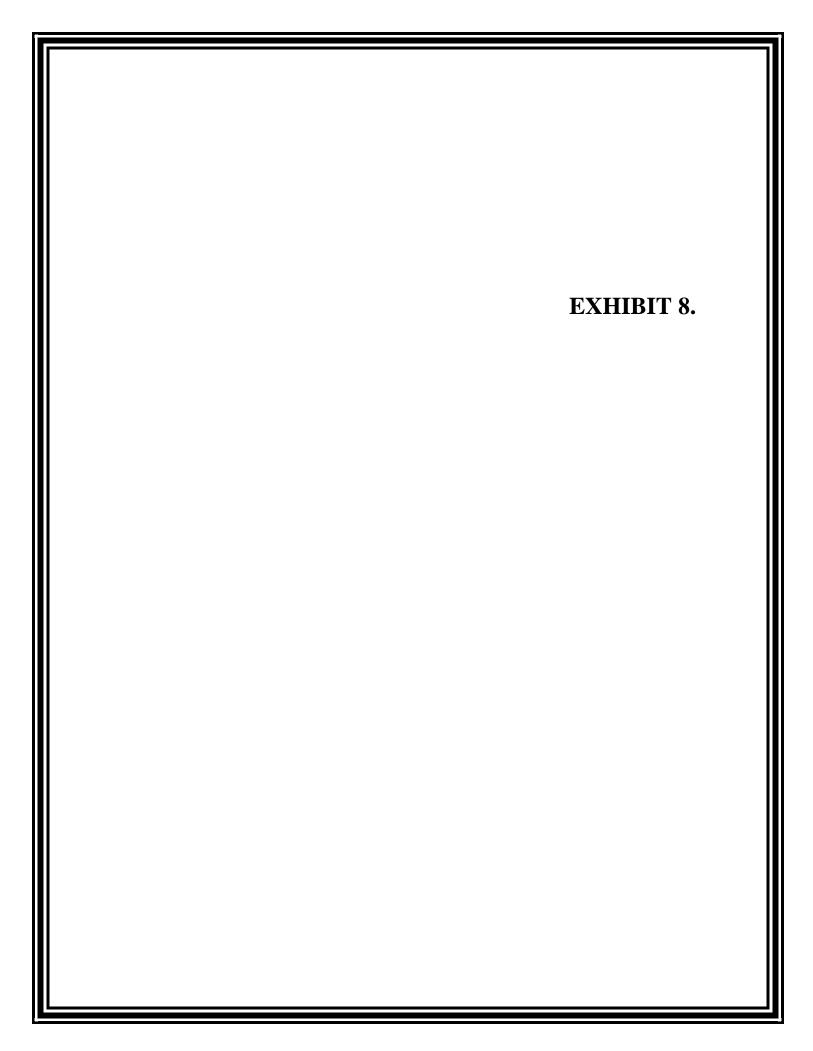
SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED THIS 28TH DAY OF AUGUST, 2019.

ATTEST:	VILLAGES OF GLEN CREEK COMMUNITY DEVELOPMENT DISTRICT
By:	By:
Name: Paul Cusmano	
Secretary/Assistant Secretary	Chair of the Board of Supervisors

Exhibit A – Fiscal Year 2019/2020 Operations and Maintenance Budget



RESOLUTION 2019-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF VILLAGES OF GLEN CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Villages of Glen Creek Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the Manatee County, Florida; and

WHEREAS, the District's Board of Supervisors (hereinafter the "Board"), is statutorily authorized to exercise the powers granted to the District, but has not heretofore met; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time, and location of the District's meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF VILLAGES OF GLEN CREEKCOMMUNITY DEVELOPMENT DISTRICT THAT:

Section 1. The annual public meeting schedule of the Board of Supervisors for the Fiscal Year 2019/2020 attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and will be published and filed in accordance with the requirements of Floridalaw.

Section 2. The District Manager is hereby directed to submit a copy of the Fiscal Year 2019/2020 annual public meeting schedule to Manatee County.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 28TH DAY OF AUGUST, 2019.

ATTEST:	COMMUNITY DEVELOPMENT DISTRICT
Secretary/ Assistant Secretary	Chair/ Vice Chair
Print Name: Paul Cusmano	Print Name: Mike Lawson

EXHIBIT A

Notice of Meetings Fiscal Year 2020

Villages of Glen Creek Community Development District

As required by Chapters 189 and 190 of Florida Statutes, notice is hereby given that the Fiscal year 2020 Regular meetings of the Board of Supervisors of the Villages of Glen Creek Community Development District are scheduled to be held on the fourth Wednesday of every month at 9:00 a.m. at the Country Inn & Suites, 5610 Manor Hill Way, Bradenton, FL 34203. The meeting dates are as follows (exceptions in time and days are noted below):

October 23, 2019
November 27, 2019 **THANKSGIVING IS 11/28/2019**December 25, 2019 **CHRISTMAS**January 22, 2020
February 26, 2020
March 25, 2020
April 22, 2020
May 27, 2020
June 24, 2020
July 22, 2020
August 26, 2020
September 23, 2020

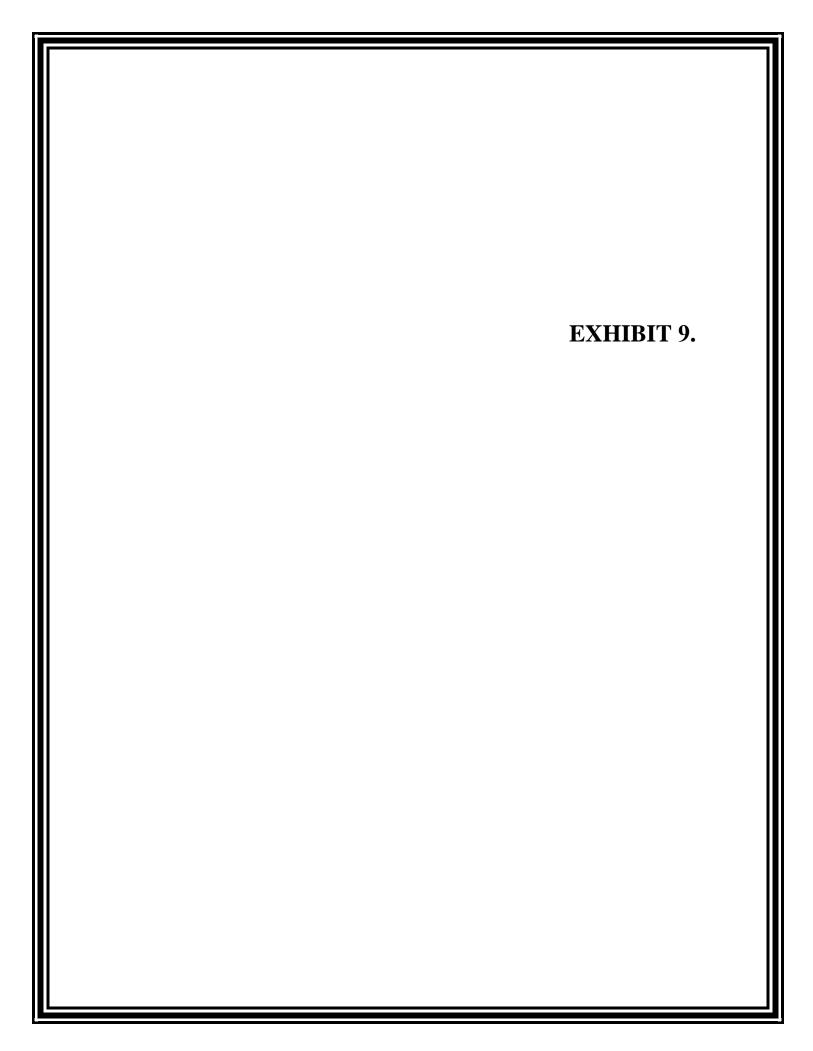
The meetings will be open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. Any meeting may be continued to a date, time and place to be specified on the record at a meeting. A copy of the agenda for the meetings listed above, may be obtained from Development Planning and Financing Group ("DPFG"), 15310 Amberly Drive, Suite 175, Tampa, Florida 33647 at (813) 374-9105, one week prior to the meeting.

There may be occasions when one or more supervisors will participate by telephone.

Pursuant with the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District's Office, DPFG, at the number above. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office at least two (2) business days prior to the date of the hearing and meeting.

Each person who decides to appeal any action taken at the meetings is advised that the person will need a record of 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.

DPFG, District Management



STRALEY ROBIN VERICKER

Attorneys At Law

1510 W. Cleveland St. Tampa, Florida 33606 Tel: (813) 223-9400 Fax: (813) 223-5043 Writer's Direct Dial: (813) 901-4945 Writer's E-mail: <u>jvericker@srvlegal.com</u> Website: <u>www.srvlegal.com</u>

May 16, 2019

Via Email (<u>Theresa@dmhbcpa.com</u>) and U.S. Mail

Dibartolomeo, McBee, Hartley & Barnes 2222 Colonial Road, Suite 200 Fort Pierce, Florida 34950

Re: Villages of Glen Creek Community Development District

Ladies and Gentlemen:

By this communication, we are responding to the letter of Ms. Patricia Comings-Thibault requesting that we furnish certain information to you concerning our representation of Villages of Glen Creek Community Development District (the "District") and pending or threatened litigation involving the District.

While this firm may represent the District on a regular basis, our engagements have been limited to specific matters as to which we may have been consulted. There may exist matters of a legal nature that could have a bearing on the financial position of the District with respect to which we have not been consulted and consequently have no knowledge. The information furnished by this letter is limited to matters which have been given substantive attention by the lawyers in this firm in the form of legal consultation and, where appropriate, legal representation from October 1, 2017, to the effective date of this response. We have, to the extent believed necessary, attempted to determine from the lawyers in this firm who have performed services for the District since the beginning of the period upon which the report is based, whether such services involved substantive attention in the form of legal consultation or representation in litigation. Beyond that, no review has been made of any of the District's transactions or other matters for the purposes of identifying loss contingencies, nor have we made inquiry with other law firms who either are now or who have in the past performed services for the District.

The response of this firm is limited to loss contingencies coming within the meaning of the American Bar Association Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information (the "Statement of Policy") which are considered to be probable (within the meaning of the Commentary accompanying the Statement of Policy) of assertion and which are considered individually or collectively material to the presentation of the District's financial statements and is further limited to the matters set out herein. The firm is not undertaking to respond or comment upon all aspects of the District's business activities

Dibartolomeo, McBee, Hartley & Barnes May 16, 2019 Page 2

and except as noted in this communication, no inference should be drawn on any matters beyond the scope of this response.

The information as supplied in this audit response is solely for the auditor's information in connection with your audit of the financial condition of the District. Without the express written approval of this law firm and the District, it is not to be quoted in whole or in part or otherwise referred to in any financial statements of the District or related documents, nor is it to be filed with any governmental agency or other person.

This response is limited by, and subject to, the Statement of Policy; without limiting the generality of the foregoing, the limitations set forth in the Statement of Policy on the scope and use of this response are specifically incorporated herein by reference, and any description herein of any "loss contingencies" is qualified by the meaning as described in the Statement of Policy and the accompanying commentary.

The District does not intend to waive the attorney-client privilege with respect to any information which the District has furnished to us. Moreover, please be advised that our response to you should not be construed in any way to constitute a waiver of the protection of the attorney work-product privilege with respect to any of our files involving the District.

Subject to the foregoing, we advise you that from October 1, 2017, to the effective date of this response, we have not been engaged to give substantive attention to, or represent the District in connection with, material (defined by Ms. Comings-Thibault in her aforesaid letter to us as matters involving amounts exceeding \$5,000 individually or in the aggregate) loss contingencies coming within the scope of clause (a) of paragraph 5 of the Statement of Policy.

In Ms. Comings-Thibault's letter to us, the District did not specifically identify and specifically request us to comment on any loss contingencies coming within the scope of clause (c) of Paragraph 5 of the Statement of Policy. Therefore, we have not commented on any such loss contingencies. Please be advised that pursuant to clauses (b) and (c) of Paragraph 5 of the Statement of Policy and accompanying Commentary, it would be inappropriate for us to respond to a general inquiry relating to the existence of unasserted possible claims or assessments involving the District. We can only furnish information concerning those upon which the District has specifically requested in writing that we comment, nor can we comment upon the adequacy of the District's listing, if any, of unasserted possible claims or assessments or its assertions concerning the advice, if any, about the need to disclose same.

Consistent with the last sentence of Paragraph 6 of the Statement of Policy and pursuant to the District's request, however, this letter will confirm as correct the District's understanding as set forth in Ms. Comings-Thibault's aforesaid letter to us that whenever, in the course of performing legal services for the District with respect to a matter recognized to involve an unasserted possible claim or assessment that may call for financial statement disclosure, we have formed a professional conclusion that the District must disclose or

Dibartolomeo, McBee, Hartley & Barnes May 16, 2019 Page 3

consider disclosure concerning such possible claim or assessment, we as a matter of profession responsibility to the District, will so advise the District of such disclosure and the applicable requirements of Statement of Financial Accounting Standards No. 5.

The information set forth herein is as of the date hereof, except as otherwise noted, and we assume no obligation to advise you of changes which may have been or are brought to our attention thereafter.

The District was indebted to this law firm in the amount of \$530.00 as of September 30, 2018.

Very truly yours,

John M. Vericker

laston

Board Certified - City, County & Local

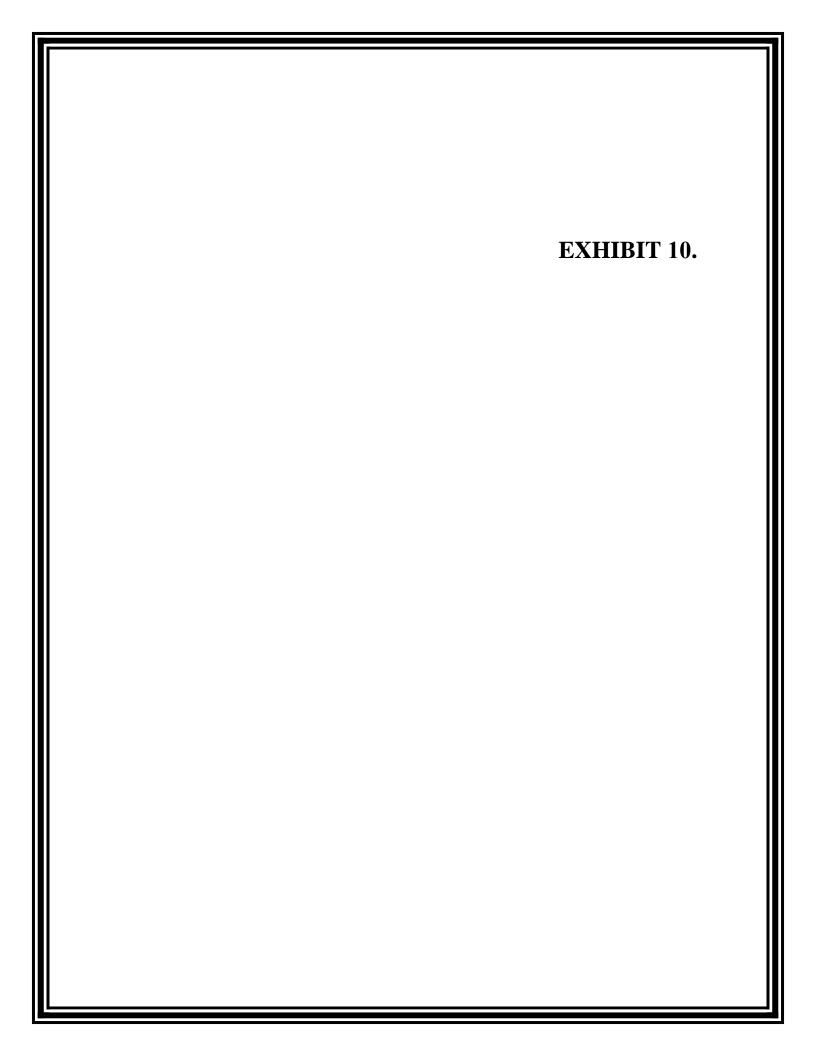
Government Law

JMV/lab

cc: Patricia Comings-Thibault, District Accountant (via email)

Paul Cusmano, District Manager (via email)

Mike Lawson, Chairman of the Board of Supervisors (via email)





June 19, 2018

Mr. Mike Fayad Villages/ Glen Creek CDD c/o DPFG Management and Consulting 15310 Amberly Drive, #175 Tampa, Florida 33647

VIA EMAIL: mike.fayad@dpfg.com

RE: Fountain Cleaning Program

Dear Mr. Fayad:

Enclosed please find the proposal agreement for INSPECTION and CLEANING of your decorative fountain equipment. You will find that the benefits of this service will extend the life of your fountain system and help prevent the high cost of repair work.

Our service includes the following:

- 1. **The submersible pump.** We will clean the pump intake screens to maintain the highest degree of movement through the pump. This will allow for maximum display of the spray pattern. The motor will run cooler, and the life of the pump will be extended.
- 2. **The lights and lenses.** A build up of dirt, algae and mineral sediments naturally accumulate on the lenses. We will scrape, clean and polish the lights to extend the life of the bulbs and to allow maximum illumination.
- 3. **Display heads, jets and rings.** Proper cleaning of the jet nozzles is vital to maintain the spray pattern as engineered. We will clean each part and disassemble the part as needed to clean orifice impediments.
- 4. **The float.** The build-up of aquatic debris on the float creates an unsightly attraction in your lake. We will clean all surfaces of the float to maximize visual appearance.

Kindly sign and return the enclosed quotation so we can schedule your program.

We look forward to extending our service to you!

Chris Byun

Sincerely,

Chris Byrne Sales Manager

CB/dk



Vertex Water Features

2100 N.W. 33rd Street Pompano Beach, Florida 33069 www.vertexwaterfeatures.com

1-844-432-4303

Fountain Cleaning Agreement

This Agreement made the date set forth below, by and between Vertex Water Features, a Florida Corporation, hereinafter called "Vertex", and

Mr. Mike Fayad Villages/ Glen Creek CDD c/o DPFG Management and Consulting 15310 Amberly Drive, #175 Tampa, Florida 33647 (407) 639-7942 mike.fayad@dpfg.com

Start Date:		

One-Year Agreement - Automatic Renewal

Date of proposal: June 19, 2018 CB-R

hereinafter called "Customer". The parties hereto agree as follows:

- 1. **Vertex** agrees to perform inspection and cleaning in accordance with the terms and conditions of this Agreement at the above-named site.
- 2. **QUARTERLY** (4) cleanings as required (approximately once every 90 days). Additional cleanings will be billed at time and materials.
- 3. CUSTOMER agrees to pay Vertex, its agents or assigns, the following sum for inspection and cleaning:

<u>Site #4</u>: One 5HP Florida Fountains Tritier Floating Fountain \$198.00 Quarterly Includes Management Reporting

Floating Fountains: Our service includes the inspection and cleaning of the following:						
Submersible Pump	Lights & Lenses	The Float	Display Heads, Jets & Rings			
Vertex will clean the pump intake screens.	Vertex will scrape, clean and polish the lights.	Vertex will clean all surfaces of the float.	Vertex will clean each part and disassemble the parts, as needed to clean orifice impediments.			

BULB REPLACEMENT: If bulb replacement is required during our scheduled fountain cleaning, **Vertex** will <u>automatically replace</u> the bulb and charge its Customers for <u>parts cost only</u>. If, however, a Customer supplies the bulbs, **Vertex** will charge a fee for bulb replacement.

No parts or special repairs are included in our cleaning agreement. By charging for cleaning, Vertex does not assume responsibility for parts failure and repair costs. Any parts or repair costs, including replacement of light bulbs or gaskets will be invoiced separately.

The above price is effective for 6 months from the date of this proposal.

- 1. If CUSTOMER requires **Vertex** to enroll in any special third-party compliance programs invoicing or payment plans that charge **Vertex**, those charges will be invoiced back to CUSTOMER.
- 2. This transaction is subject to the terms and conditions quoted below, notwithstanding any conflicting provisions submitted by BUYER.
- 3. This Agreement shall have as its effective date the first day of the month in which services are first rendered to CUSTOMER. If this cleaning/maintenance agreement is part of a corresponding installation agreement, the cleaning/maintenance services will not begin until the installation is complete. If this is the case, then a notice will be sent to confirm commencement of service.
- 4. Customer agrees that the services to be provided are for the benefit of CUSTOMER regardless of whether CUSTOMER has direct legal ownership of the work areas specified. In the event that CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he has control of these areas to the extent that he may authorize the specified services and agrees to hold VERTEX harmless for the consequences of such services not arising out of VERTEX sole negligence.
- 5. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by fires, floods, strikes, riots, war, acts of God, accidents, material



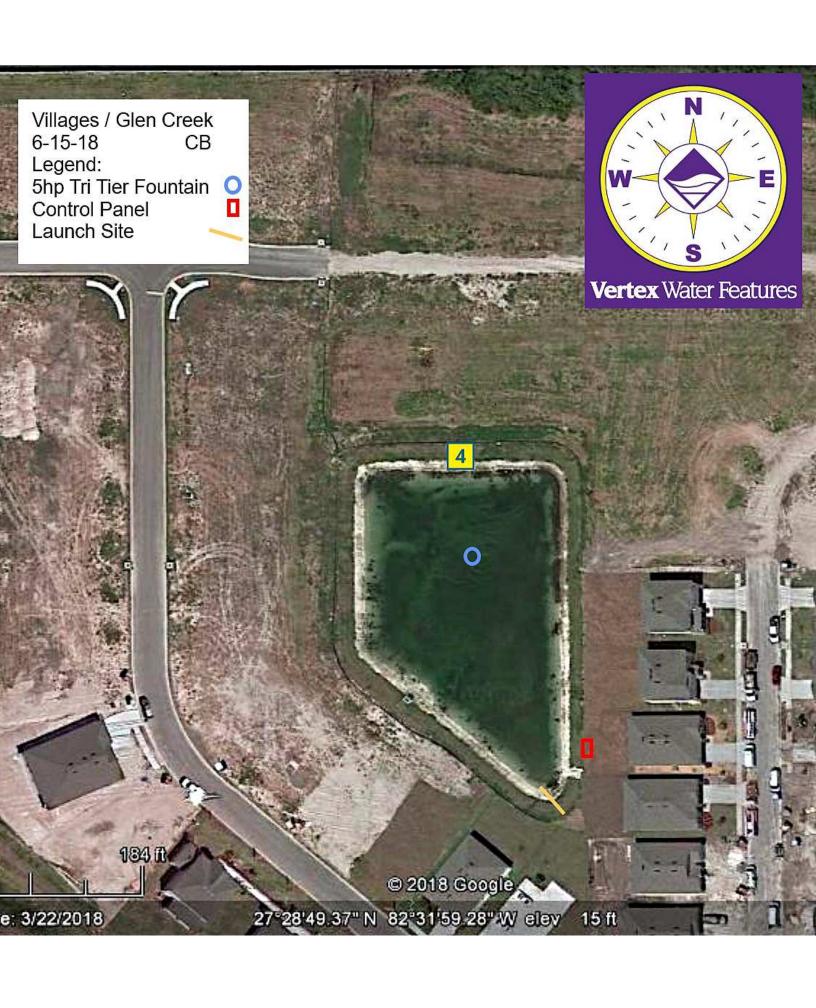
Agreement Page 2 of 2

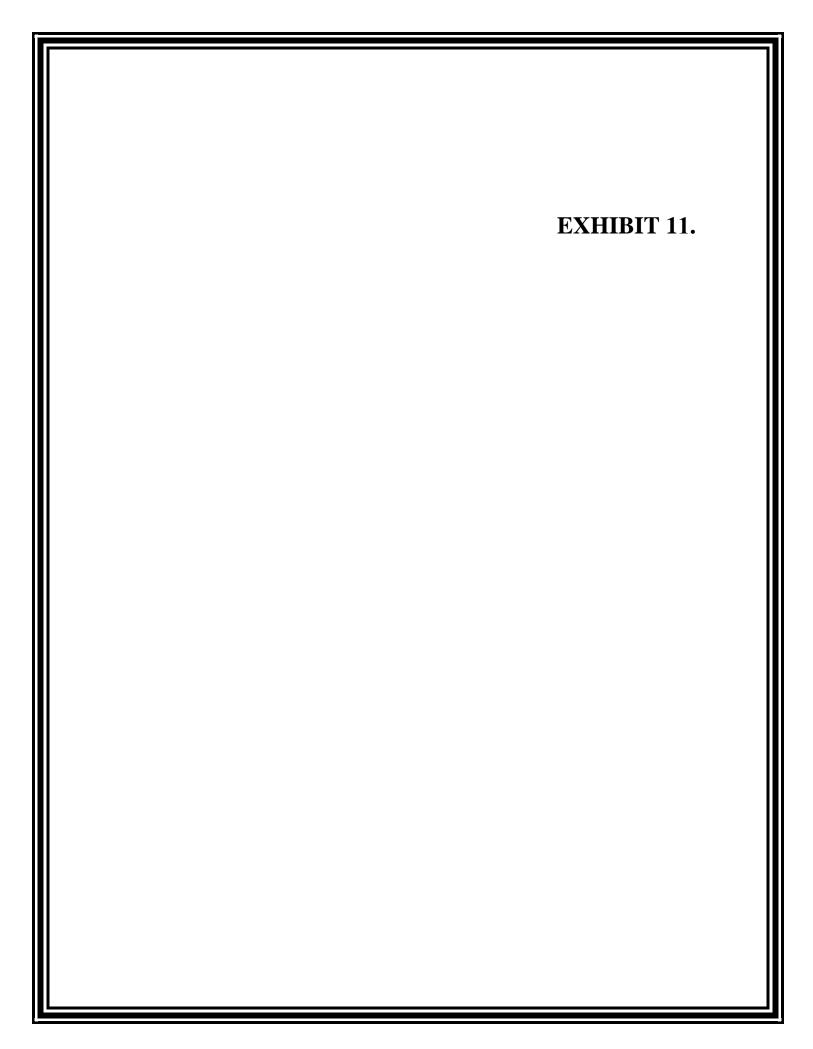
unavailability, governmental order and/or regulations, Upon termination, any advance payments made for services which would have been rendered CUSTOMER after date of terminate shall include, without limitation, increased material and transportation costs resulting from the supplementary supply conditions.

- 6. VERTEX, at its expense, shall maintain the following insurance coverages: Workman's Compensation (statutory limits), General Liability, Property Damage, Products and Completed Operations Liability, and Automobile Liability.
- 7. If at any time during the term of this Agreement, CUSTOMER feels VERTEX is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform VERTEX by certified mail, return receipt requested, stating with particularity the reasons for CUSTOMER's dissatisfaction. VERTEX shall investigate and attempt to cure the defect. If, after thirty (30) days from the giving of the original notice, CUSTOMER continues to feel VERTEX's performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("second Notice") to VERTEX and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by VERTEX.
- 8. VERTEX agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of VERTEX; however, VERTEX shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause whatsoever.
- 9. Collection terms are net 30 days from invoice date. In consideration of VERTEX's providing services and/or products, the CUSTOMER agrees to pay its statements within 30 days of the statement date. All amounts remaining due and owing 30 days after billing by SELLER shall bear interest at the rate of 1.5% per month until paid in full. The CUSTOMER also agrees to pay all costs of collection, including reasonable attorneys' fees. VERTEX may cancel this Agreement, If CUSTOMER is delinquent more than sixty (60) days on their account. *Checks should be made payable to Vertex Water Features, Inc.*
- 10. <u>Automatic Extension</u>. Upon the anniversary date, this Agreement shall automatically be extended for successive twelve month periods, unless notice of non-renewal has been received by VERTEX, in writing, at least thirty (30) days prior to the anniversary date. The anniversary date shall be the first day of the month in which services were first rendered under this Agreement. Prices specified are firm throughout the original term of the contract; but, thereafter, VERTEX may, with thirty (30) days' pre-notification, change pricing effective upon the next anniversary date. If you do not agree with a proposed price change, you must notify us in writing within twenty-one (21) days after receipt of our price change notice. VERTEX shall then have the option of terminating this Agreement without penalty to you.
- 11. If this Agreement is signed by owner's agent, a change in agent will not void the terms of this Agreement.
- 12. This Agreement constitutes the entire agreement of the parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both VERTEX and the CUSTOMER.
- 13. In the event of any dispute arising hereunder, the prevailing party shall be entitled to an award of reasonable attorney's fees and court costs against the non-prevailing party including appellate level.
- 14. The sole and exclusive jurisdiction and venue for the determination of any disputes arising hereunder between the parties hereto shall be the 17th Judicial Circuit in and for Broward County, Florida and the undersigned agrees that said court shall have jurisdiction over the undersigned for determination of any disputes between the parties to this Agreement.

Vertex Water Features' Signature	Date	Customer/Authorized Agent's Signature	Title
		Print Name	Date
		Print Company Name	









30435 Commerce Dr. #102 San Antonio, FL 33576 Ph. 813.404.5612

Accepted this ______ day of _______, 20____.

Representing (Name of Firm):

Signature: _____ Printed Name and Title: _____

Date 8/21/2019

Estimate # 1002

Estimates are valid for 30 days from the date above.

office@genesislandmai	intenance.com				
Customer Information		Project II	nformat	ion	2.10cm
(elly Rowe	Contact Kelly Rowe	Villages of Glen Creek CDD Ditch Mainte		Oitch Maintenance	
OPFG 15310 Amberly Drive, Suite 175	Phone (407) 663-8284				
Гатра, FL 33647	E-mail kelly.rowe@dpfg.com	Proposal	l Prepar	ed By: JH	
	Account # 001	Type Of	Work D	itch Maintena	nce
Genesis Land Maintenance, LLC. p ndependent contractor, the followi	proposes to furnish all labor, materials, equ	uipment a	nd super	vision necessary	to construct, as an
	Description		Qty	Rate	Cost
Scope:					
Utilization of 308 Excavator wit grasses and brush through out	th fecon mowing attachment to flush the length of the ditch.	cut	1	\$9,813.70	\$9,813.70
Area to be serviced measures 2 going west to the pump station	,419 linear feet from 27th street east, า.				
Map attached for reference.					
Est Timeframe: 3-4 days	*				
	be held Liable for any damages to sodded are taken seriously, re-sod is not included in the	a <u>s</u>			
	ent/Owner of record of the property which is to be performance of the services as described here by as identified above.		То	tal \$9,813.	70