

***VILLAGES OF GLEN CREEK
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package

Regular Meeting

***Wednesday
May 27, 2020
6:00 p.m.***

***Location:
Conducted Via Electronic Teleconference***

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

Villages of Glen Creek

Community Development District

Development Planning and Financing Group

☐ 250 International Parkway, Suite 280
Lake Mary FL 32746
321-263-0132 Ext. 4205

☒ 15310 Amberly Drive, Suite 175
Tampa, Florida 33647
813-374-9105

Board of Supervisors
Villages of Glen Creek Community Development District

Dear Board Members:

A Meeting of the Board of Supervisors of the Villages of Glen Creek Community Development District is scheduled for **Wednesday, May 27, 2020 at 6:00 p.m.**

Due to current issues related to COVID-19, the Florida Governor released Executive Order 20-69 which allows governmental public meetings and required quorums to be completed via telephone conference. In respect of current social distancing recommendations this meeting will be conducted via telephone in order to protect the health and safety of the public. Both members of the board and the public may join this meeting via telephone as follows:

Call in phone number: 929-205-6099
Meeting ID: 876 1494 0068
Password: 340400

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The agenda items are for immediate business purposes and for the health and safety of the community. Staff will present their reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

Tonya Elliott-Moore

Tonya Elliott-Moore
District Manager

Cc: Attorney
Engineer
District Records

District: VILLAGES OF GLEN CREEK COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: Wednesday May 27th, 2020
Time: 6:00 p.m.
Location: Via Electronic Teleconference
Due to COVID 19
Per Gov Exec Order 20-69

Dial-in Number: **(929) 205-6099**
Meeting ID: 87614940068#

Agenda

I. Roll Call

Mike Lawson – Chair	Doug Draper – Vice Chair
Lori Price – Asst. Secretary	Christie Ray – Asst. Secretary
District Attorney	District Engineer

II. Audience Comments – (limited to 3 minutes per individual on agenda items)

III. Consent Agenda

- A. Approval of the August 28, 2019 and April 21, 2020 Meeting Minutes
- B. Acceptance of the August 2019 - April 2020 Unaudited Financial Reports
- C. Acceptance of the Arbitrage report

IV. Business Matters

- | | |
|--|-----------|
| A. Consider and Approve Resolution 2020-02, Landowner Election | Exhibit 1 |
| B. Consider and Approve S.E.A. proposal for security services | Exhibit 2 |
| C. Consider and Approve Proposed budget for 2020-2021 | Exhibit 3 |
| D. Consider and Approve Resolution 2020-03, Approving Proposed Budget and Setting Public Hearing (FY2020-2021) | Exhibit 4 |

V. Administrative Matters

- | | |
|---|-----------|
| A. Ratify POs and contracts | Exhibit 5 |
| B. Reminder for Supervisors to file Form 1 by July 1 -
http://www.ethics.state.fl.us/Documents/Forms/Form%201_2019i.pdf?cp=2020520 | |

VI. Staff Reports

- A. **District Manager**
- B. **District Attorney**
- C. **District Engineer**

VII. Audience Comments – New Business – *(limited to 3 minutes per individual)*

VIII. Adjournment

EXHIBIT 1.

RESOLUTION 2020-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLAGES OF GLEN CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR A LANDOWNERS' MEETING FOR THE PURPOSE OF ELECTING 3 MEMBERS OF THE BOARD; PROVIDING FOR PUBLICATION; PROVIDING SAMPLE NOTICE, INSTRUCTIONS, PROXY, AND BALLOT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Villages of Glen Creek Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes;

WHEREAS, the District was established on December 13, 2006 by Ordinance No. 2852 of the City Council of Bradenton, Florida, as amended;

WHEREAS, the terms for Board seats **2, 4, and 5** are set to expire in November 2020; and

WHEREAS, the District is statutorily required to announce a meeting of the landowners of the District for the purpose of electing 3 members of the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

Section 1. In accordance with Section 190.006(2)(b), Florida Statutes the landowners' meeting to elect 3 members of the Board, to Board seats **2, 4, and 5**, will be held on November 18, 2020, at 6:00 p.m. at the Courtyard by Marriott Bradenton Riverfront, 100 Riverfront Drive West, Bradenton, FL 34205.

Section 2. The District's Secretary is hereby directed to publish notice of this landowners' meeting in accordance with the requirements of Section 190.006(2)(a), Florida Statutes.

Section 3. Pursuant to Section 190.006(2)(b), Florida Statutes, a sample notice of landowners' meeting and election, instructions on how all landowners may participate in the election, a sample proxy, and a sample ballot form are attached hereto as **Exhibit A**. Copies of such documents can be obtained from the District Manager's office.

Section 4. This Resolution shall become effective immediately upon its adoption.

Passed and Adopted on May 27, 2020.

Attest:

**Villages of Glen Creek
Community Development District**

Print Name: _____
Secretary/ Assistant Secretary

Michael Lawson
Chair of the Board of Supervisors

**Notice of Landowners' Meeting and Election and
Meeting of the Board of Supervisors of the
Villages of Glen Creek Community Development District**

Notice is hereby given to the public and all landowners within the Villages of Glen Creek Community Development District (the “**District**”), comprised of approximately 240.63 acres in Hillsborough County, Florida, advising that a landowners’ meeting will be held for the purpose of electing 3 members of the Board of Supervisors of the District. Immediately following the landowners’ meeting there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

Date: November 18, 2020
Time: 6:00 p.m.
Place: Courtyard by Marriott Bradenton Riverfront
100 Riverfront Drive West
Bradenton, FL 34205

Each landowner may vote in person or by written proxy. Proxy forms and instructions relating to landowners’ meeting may be obtained upon request at the office of the District Manager located at 250 International Parkway, Suite 280, Lake Mary, Florida 32746. A copy of the agenda for these meetings may be obtained from the District Manager at the above address.

The landowners’ meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. There may be an occasion where one or more supervisors will participate by telephone.

Pursuant to the Americans with Disabilities Act, any person requiring special accommodations to participate in these meetings is asked to contact the District Manager at (813) 418-7473, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 for aid in contacting the District Manager.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such 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.

Tonya Elliott-Moore, District Manager
Run Date(s): October 28 and November 1, 2020

Instructions Relating to Landowners' Meeting of the Villages of Glen Creek Community Development District for the Election of Members of the Board of Supervisors

Date: November 18, 2020

Time: 6:00 p.m.

Location: Courtyard by Marriott Bradenton Riverfront
100 Riverfront Drive West
Bradenton, FL 34205

Pursuant to Chapter 190, Florida Statutes, and after a community development district (“**District**”) has been established and the landowners have held their initial election, there shall be subsequent landowners’ meeting for the purpose of electing members of the Board of Supervisors of the District (“**Board**”) every 2 years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner within the District may vote in person at the landowners’ meeting or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast 1 vote per acre of land owned by him or her and located within the District, for each seat on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as 1 acre, entitling the landowner to 1 vote with respect thereto. Please note that a particular parcel of real property is entitled to only 1 vote for each eligible acre of land or fraction thereof; therefore, 2 or more people who own real property in common, that is 1 acre or less, are together entitled to only 1 vote for that real property. Platted lots shall be counted individually and entitled to 1 vote. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner’s proxy.

At the landowners’ meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners.

This year, 3 seats on the Board will be up for election by landowners. The 2 candidates receiving the highest number of votes will receive a 4-year term and the 1 candidate receiving the next highest number of votes will receive a 2-year term. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by 1 of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property, or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than 1 vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized. Electronic signatures are not accepted because the integrity and security control processes required by Sections 668.001-.006, Florida Statutes are not feasible for the District at this time.

Landowner Proxy

Villages of Glen Creek Community Development District Landowners' Meeting – November 18, 2020

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (“**Proxy Holder**”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Villages of Glen Creek Community Development District to be held at Courtyard by Marriott Bradenton Riverfront, 100 Riverfront Drive West, Bradenton, FL 34205 on November 18, 2020, at 6:00 p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

Address/Legal/or Parcel ID #

Acreage/or # of Platted Lots

Authorized Votes

_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax parcel identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES:

1. Pursuant to Section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as 1 acre entitling the landowner to 1 vote with respect thereto.
2. 2 or more persons who own real property in common that is 1 acre or less are together entitled to only 1 vote for that real property.
3. If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).
4. Electronic signatures are not accepted because the integrity and security control processes required by Sections 668.001-.006, Florida Statutes are not feasible for the District at this time.

Official Ballot

Villages of Glen Creek Community Development District Landowners' Meeting – November 18, 2020 (Election of 3 Supervisors)

The 2 candidates receiving the highest number of votes will receive a 4-year term and the 1 candidate receiving the next highest number of votes will receive a 2-year term, with the term of office for each of the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Villages of Glen Creek Community Development District and described in [] the attached proxy or [] as follows:

Address/Legal/or Parcel ID #	Acreage/or # of Platted Lots	Authorized Votes
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax parcel identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

I, _____, as landowner, or as the proxy holder of _____ (landowner) pursuant to the Landowner Proxy attached hereto, do cast my votes as follows:

Name Of Candidate	Number Of Votes
1. _____	_____
2. _____	_____
3. _____	_____

Date: _____

Signature: _____

Printed Name: _____

EXHIBIT 2.

NICHOLAS CABRERA

President & CEO

Security Elite Agency



SECURITY SERVICE PROPOSAL

S.E.A



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EXECUTIVE OVERVIEW

Security Elite Agency (S.E.A.) is an acclaimed firm of highly experienced Security Guards with a reputation for providing effective security solutions and the use of innovative technology to protect lives and property. S.E.A offers specialized security services and solutions to businesses, organizations, and agencies within the State of Florida. Real world threats require real world solutions powered by experience and high-level training. S.E.A. offers complete security solutions tailored to meet our client's needs including security patrols, executive protection, emergency response services, government support and extensive training programs.



SECURITY GUARDS

S.E.A. Security Guards are Certified, Licensed and Insured. Each agent submits to a battery of aptitude tests, a 5-panel drug screening, and an extensive in-service training protocol. In addition to educational and physical examinations, S.E.A. runs personality and integrity tests to make sure each candidate is a match for our Elite Security Team. In addition to the state mandated certification courses, S.E.A. guards are also required to attend a 24-hour Training Course along with our 16-hour Customer Service Seminar. All S.E.A. Guards are First Aid - CPR certified.

S.E.A. uniformed security guards are trained to act as a criminal deterrent. S.E.A. guards are encouraged to be an approachable source of information to patrons, residents and employees. Showing that they are there for them promotes peace of mind within the community and/or work place.



METHOD

S.E.A. has developed a theory of "Enforcement through Reinforcement."

With 8 combined years of Security and Law Enforcement experience, S.E.A. management understands that prevention of crime can be accomplished by utilizing tactical approaches vs. accusations and other traditional methods our predecessors commonly used. Mastering the art of verbal judo within our organization has been very effective in de-escalating volatile situations.

S.E.A. Security Guards are equipped with Two-Way Radios or equivalent to ensure constant communication with S.E.A. Management Team. Each and every Security Guard will be in-serviced regularly regarding your specific site to further enhance the protection we provide.



UNIFORMS & APPEARANCE

S.E.A. uniformed security guards are professionally outfitted with non-police-type uniforms. S.E.A. policy requires clean-pressed uniforms and polished shoes at all times. Our Male and Female security agents are well-groomed and take pride in their appearance, as they are representing our agency as well as our clientele.



SUPERVISION

S.E.A. provides supervisory personnel as part of our service to ensure strict adherence to our general orders and your rules, regulations and ordinances. Supervisors are utilized as a liaison between S.E.A. and our clients. Supervisors will regularly make spot checks to prevent any issues with complacency. S.E.A. believes that in order to assure the best quality of service, we must keep close relationships with our personnel both on and off duty. S.E.A. Supervisors are required to possess a minimum of three (3) years of security guard experience.



24/7 CUSTOMER SERVICE

S.E.A. offices are fully staffed and operational 24 hours a day, seven days a week, providing complete access and communication to our clientele. While most of our competitors work from their homes, Security Elite Agency staffs a fully functional office. Our customer service representatives are not salespeople; they are security professionals assigned to 24/7 customer service response. Desk personnel are utilized as watch-commanders with full authority to make supervisory decisions for S.E.A.



LIABILITY INSURANCE COVERAGE

With S.E.A., you can significantly reduce your liability coverage with our \$1 Million Dollar Comprehensive Insurance Policy. S.E.A. maintains Liability Insurance Coverage that exceeds three times the amount of a minimum aggregate coverage obtained by most of our competitors. Our Legal Division recommends that in order to protect our assets as well as yours, we must maintain financial security in full force and effect at a level that far exceeds industry standard.



RESIDENTIAL or PRIVATE ESTATES

S.E.A. provides professional patrol and top level security for Residential & Private Estates. Our goal is to keep your community safe by patrolling the area and by being reactive to any questionable activity or crime.

S.E.A. provides service to HOA Neighborhoods, Gated Communities, Private Estates, High-Crime Areas, Apartment Complexes, and more.



CORPORATE or SPECIAL EVENTS

S.E.A. protects life, property and assets for clients in corporate offices and other commercial settings including Universities, Airports, Shopping Centers, and Car Dealerships. Our agents receive on-going and location specific training, making them a natural extension to your workforce. S.E.A. will safely and efficiently secure any size event; from small school sporting events to large concert arenas. Security Service will be tailored to meet your specific needs.

Some of our services include: Alcohol and Violence Detection, Bag Checks, Crowd Management, Entry/Access Monitoring, Escorting, Foot Patrol, Vehicle Patrol and System Monitoring.



OUR COMMITMENT

S.E.A. understands choosing the right security agency for your Home, Business or Event can be very difficult; we're here to make it easier, relieve your stress, and provide you with peace of mind. Client confidence comes from delivering results - the cornerstone of our reputation. We're committed to building relationships through communication, trust, and protecting what matters most to you. Maintaining the highest level of discretion in client relationships and security within the community is our foremost priority.



REFERENCES

Wallace Estate – *“Since September 2016, S.E.A. has proven to be a valuable asset to our property. We currently have 336 weekly contracted hours with S.E.A. and all scheduled hours are fulfilled without any major incidents. S.E.A. outperforms other companies we’ve used in the past, and they save us time by not having to follow up and follow through with weekly and daily reports. It’s a wonderful feeling knowing that they’re getting the job done, as they said they would.”*

Pat
(727) 226-5612

Roth,

COO

T Pepin’s Hospitality Centre – *“S.E.A. provides nothing but Top Notch Service. We choose S.E.A. when hosting high profile events for our clients, because we know that everything asked of them will be executed. S.E.A. Security Agents are well-groomed and require zero supervision throughout the event.”*

Andy Brouillard, Event Manager
(813) 326-5320

Longleaf – *“Being one of the most prestigious places to live within the Pasco County Area, our residents expect nothing but the best, so we chose S.E.A. because of the reputation that they uphold with their current clientele. Everything we were told when doing our research was true. S.E.A. agents were extremely vigilant and professional. S.E.A. agents have a great presence, and come prepared for their shift without any issues.”*

Cindy Hesselbirg, General Manager
(727) 247-5490

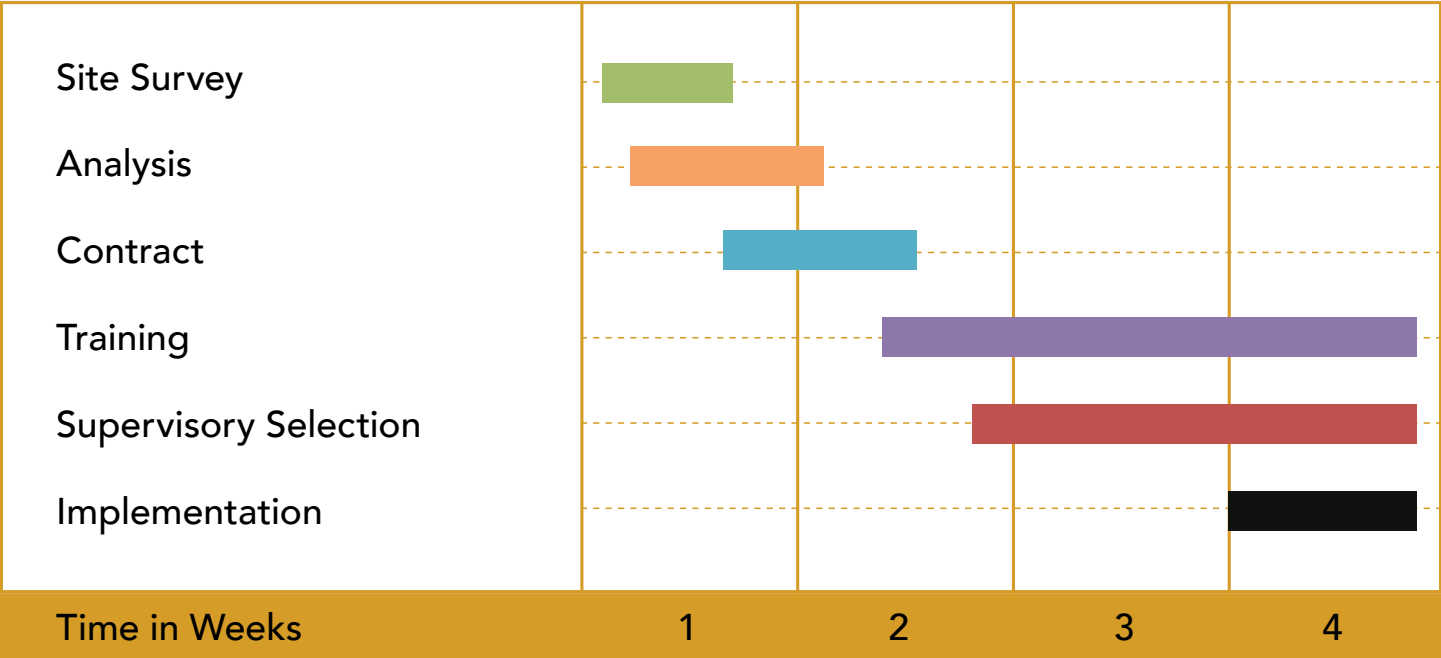


SECURITY SERVICE PROJECT SCHEDULE

Upon reviewing your RFP specifications, S.E.A. has put together a first-class team of security professionals specifically suited for this detail.

As shown below, S.E.A. will outline a preliminary plan and time line for project development; partnering with you in every stage to act as both consultant and colleague.

By working together as a team, combining our agency experience and your situational knowledge, we can guarantee a successful relationship and positive outcome.



PRICING AGREEMENT

Security Elite Agency will furnish you with Experienced, Licensed and Insured Security Officers. S.E.A. hourly rate is: \$17.50 per a billable hour for a guard. \$840 weekly, \$43,680 annual.

S.E.A. hourly includes the following:

- Account Manager on location approximately 5 hours per week
- Training and In-Service Seminars and Coursework
- Pre-Employment and Random Drug Testing
- Any Accrued Overtime
- Uniforms, Radios

TERMS AND CONDITIONS:

1. All Federal Holidays will be billed at time and a half.
2. The contract can be cancelled up to 30 days prior to the event.

If you agree to the terms in this proposal, please sign and date below.

Security Elite Agency appreciates the opportunity to present our proposal for your consideration. Our portfolio of completed and on-going projects are available, upon request. We look forward to providing your organization our agency services.

Sincerely,



Nicholas Cabrera
President, CEO

(813) 713-7575
10335 Cross Creek Blvd., Suite 13
Tampa, FL 33647
Email: NCabrera@SecurityEliteAgency.com

Client Signature and Date

EXHIBIT 3.

STATEMENT 1
VILLAGES OF GLEN CREEK CDD
FY 2021 PROPOSED GENERAL FUND

	FY 2016 ACTUAL	FY 2017 ACTUAL	FY 2018 ACTUAL	FY 2019 ACTUAL	FY 2020 ADOPTED	FY 2020 YTD - MAR	FY 2021 PROPOSED	VARIANCE 2020 - 2021
REVENUE								
GENERAL FUND REVENUES /(a)	\$ 75,982	\$ 106,492	\$ 187,174	\$ 60,347	\$ 82,679	\$ 76,135	90,053	\$ 7,374
DEVELOPER FUNDING	-	-	-	395,795	442,555	118,280	482,026	\$ 39,471
INTEREST	-	-	-	1	-	-	-	-
MISCELLANEOUS	-	22	-	70	-	-	-	-
TOTAL REVENUE	75,982	106,514	187,174	456,213	525,234	194,415	572,079	46,845
EXPENDITURES								
GENERAL ADMINISTRATIVE:								
SUPERVISORS COMPENSATION	1,800	1,200	4,200	1,800	8,000	-	6,000	(2,000)
PAYROLL TAXES	138	92	321	138	612	-	459	(153)
PAYROLL SERVICES	473	138	387	247	600	-	350	(250)
TRAVEL PER DIEM	113	263	221	107	500	-	500	-
MANAGEMENT CONSULTING SERVICES	21,000	21,000	29,996	24,996	25,000	12,498	25,000	-
CONSTRUCTION ACCOUNTING SERVICES	-	9,500	3,000	9,000	4,500	4,500	2,500	(2,000)
PLANNING AND COORDINATING SRVCS.	36,000	36,000	36,000	36,000	36,000	18,000	36,000	-
BANK FEES	12	24	16	127	264	-	264	-
MISCELLANEOUS	-	-	306	-	750	162	750	-
AUDITING SERVICES	2,800	3,946	4,046	3,973	3,100	-	3,100	-
INSURANCE	2,363	2,410	9,174	19,598	16,937	13,970	24,769	7,832
REGULATORY AND PERMIT FEES	175	175	175	175	175	175	175	-
LEGAL ADVERTISEMENTS	1,718	1,537	1,558	3,719	2,500	92	2,500	-
ENGINEERING SERVICES	908	3,889	5,347	3,994	5,000	4,471	7,500	2,500
LEGAL SERVICES	7,294	13,146	21,997	6,163	7,500	2,170	7,500	-
WEBSITE HOSTING	978	757	758	2,826	2,265	931	1,650	(615)
ADMINISTRATIVE CONTINGENCY	625	562	-	495	1,000	-	-	(1,000)
TOTAL GENERAL ADMINISTRATIVE	76,397	94,639	117,501	113,358	114,703	56,969	119,017	4,314
DEBT ADMINISTRATION:								
DISSEMINATION AGENT	-	5,000	5,000	12,000	5,000	5,000	5,000	-
TRUSTEE FEES	-	6,411	6,411	16,378	16,378	-	16,378	-
TRUST FUND ACCOUNTING	-	-	3,600	3,600	3,600	1,800	3,600	-
ARBITRAGE	-	-	650	1,300	650	-	650	-
TOTAL DEBT ADMINISTRATION	-	11,411	15,661	33,278	25,628	6,800	25,628	-

STATEMENT 1
VILLAGES OF GLEN CREEK CDD
FY 2021 PROPOSED GENERAL FUND

	FY 2016 ACTUAL	FY 2017 ACTUAL	FY 2018 ACTUAL	FY 2019 ACTUAL	FY 2020 ADOPTED	FY 2020 YTD - MAR	FY 2021 PROPOSED	VARIANCE 2020 - 2021
PHYSICAL ENVIRONMENT EXPENDITURES:								
STREETPOLE LIGHTING	-	-	-	-	32,000	-	52,620	20,620
ELECTRICITY (IRRIG. & POND PUMPS)	-	-	102	5,549	6,000	2,817	6,000	-
WATER	-	-	-	11,996	9,600	4,409	9,600	-
LANDSCAPING MAINTENANCE	-	-	38,537	184,188	187,744	87,116	174,260	(13,484)
LANDSCAPE REPLINISHMENT	-	-	-	-	5,000	-	5,000	-
IRRIGATION MAINTENANCE	-	-	88	2,061	3,000	582	3,000	-
CREEK MAINTENANCE	-	-	-	-	10,000	-	10,000	-
POND MAINTENANCE	-	514	4,656	7,173	9,000	1,796	3,900	(5,100)
POND BANK MOWING	-	-	17,126	-	-	-	-	-
STORMWATER DRAIN & MAINTENANCE	-	-	397	-	-	-	-	-
SOLID WASTE DISPOSAL	-	-	-	-	6,000	-	-	(6,000)
COMPREHENSIVE FIELD SERVICES	-	-	-	7,504	12,867	6,432	12,864	(3)
FIELD MANAGER	-	-	8	-	-	-	-	-
FIELD SERVICES MILEAGE	-	380	1,561	682	1,500	-	-	(1,500)
GATE, FOUNTAIN, SIDEWALK & BRIDGE MAINTENANCE & ACCESS	-	-	-	1,241	5,000	4,178	31,700	26,700
GATE CLICKERS	-	-	-	-	3,000	-	1,500	(1,500)
PET WASTE REMOVAL	-	-	-	2,267	3,817	689	2,067	(1,750)
HOLIDAY DECORATIONS	-	-	-	-	5,000	-	5,000	-
SECURITY GUARD SERVICE	-	-	-	-	-	-	43,680	43,680
MISCELLANEOUS FIELD EXPENSE - SECURITY MONITORING FOR CAMERAS IN FY 21	-	-	-	10,799	-	-	2,500	2,500
TOTAL PHYSICAL ENVIRONMENT EXPENDITURES	-	894	62,474	233,459	299,528	108,020	363,691	64,163
AMENITY CENTER OPERATIONS:								
POOL SERVICE CONTRACT	-	-	-	-	16,500	6,700	13,800	(2,700)
POOL MAINTENANCE & REPAIRS	-	-	-	-	2,500	-	2,500	-
POOL PERMIT	-	-	-	-	275	-	275	-
AMENITY MANAGEMENT	-	-	-	-	7,000	583	7,008	8
AMENITY CENTER POWER WASH	-	-	-	-	6,000	1,500	3,000	(3,000)
AMENITY CENTER CLEANING & MAINTENANCE	-	-	-	-	7,800	2,500	5,400	(2,400)
AMENITY CENTER PHONE & INTERNET	-	-	-	-	3,060	822	1,020	(2,040)
AMENITY CENTER ELECTRICITY	-	-	-	-	8,000	2,823	6,000	(2,000)
AMENITY CENTER WATER	-	-	-	-	3,000	4,003	9,600	6,600
AMENITY CENTER PEST CONTROL	-	-	480	-	1,440	720	1,440	-
AMENITY CENTER CAMERA	-	-	-	-	8,000	7,870	-	(8,000)
AMENITY CENTER MONITORING	-	-	-	-	4,000	-	4,000	-
REFUSE SERVICE	-	-	-	-	2,700	-	2,700	-
LANDSCAPE MAINTENANCE INFILL	-	-	-	-	5,000	-	2,500	(2,500)
MISC. AMENITY CENTER REPAIRS & MAINTENANCE	-	-	-	-	5,000	812	2,500	(2,500)
KEY PAD	-	-	-	-	5,100	-	2,000	(3,100)
TOTAL AMENITY CENTER OPERATIONS	-	-	480	-	85,375	28,333	63,743	(21,632)

STATEMENT 1
VILLAGES OF GLEN CREEK CDD
FY 2021 PROPOSED GENERAL FUND

	FY 2016 ACTUAL	FY 2017 ACTUAL	FY 2018 ACTUAL	FY 2019 ACTUAL	FY 2020 ADOPTED	FY 2020 YTD - MAR	FY 2021 PROPOSED	VARIANCE 2020 - 2021
INCREASE IN RESERVES	-	-	-		-	-	-	-
TOTAL EXPENDITURES	76,397	106,944	196,117		525,234	200,122	572,079	46,845
EXCESS OF REVENUE OVER (UNDER) EXPNDTRS.	(415)	(430)	(8,943)		-	(5,707)	-	-
FUND BALANCE - BEGINNING	845	430	0		(8,943)	(8,943)	(8,943)	-
INCREASE IN FUND BALANCE	-	-	-		-	-	-	-
FUND BALANCE - ENDING	430	0	(8,943)		(8,943)	(14,650)	(8,943)	

Footnotes:

8%

(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 actual expenditures.

STATEMENT 2
VILLAGES OF GLEN CREEK CDD
FY 2021 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)	\$ 572,079.00
County collection charges & early pmt. Disc.	\$ 39,770.20
Total O&M Assessment, if all ON Roll (gross)	\$ 611,849.20
Total ERUs in District	552.33
O&M Assessment per ERU (Gross)	\$ 1,107.76
O&M Assessment per ERU (Net)	\$ 1,035.76

C. Assessment Allocation

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

Lot Width	Assigned ERU	Net Assmt/Lot	Total Net Assmt	Gross Assmt/Lot	Total Gross Assmt
TH (a)	0.48	\$ 497	\$ 112,359	\$ 532	\$ 120,170
42	0.81	\$ 839	\$ 78,862	\$ 897	\$ 84,345
52	1.00	\$ 1,036	\$ 246,511	\$ 1,108	\$ 263,647
62	1.19	\$ 1,233	\$ 134,348	\$ 1,318	\$ 143,688
total			\$ 572,080		\$ 611,849

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

Lot Width	Assigned ERU	Net Assmt/Unit	Total Net Assmt	Gross Assmt/Unit	Total Gross 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

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)	\$456	\$497	9%	\$41	\$3
42'	\$770	\$839	9%	\$69	\$6
52'	\$951	\$1,036	9%	\$85	\$7
62'	\$1,132	\$1,233	9%	\$101	\$8

Footnotes:

(a) Individual Townhome ERU is based off of a 150' lot per six Townhome block.

(b) 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	PO #	COMMENTS (SCOPE OF SERVICE)
ADMINISTRATIVE EXPENSES:				
SUPERVISORS COMPENSATION	Board of Supervisors	\$ 6,000		Florida Statute Chapter 190 allows \$200 per meeting per Supervisor, established at 6 meetings for 5 Supervisors
PAYROLL TAXES	Paychex	\$ 459		Payroll taxes for Supervisor Compensation ; 7.65% of Payroll.
PAYROLL SERVICES	Paychex	\$ 350		Approximately \$50 per payroll and 1x yearly fee of \$50
TRAVEL PER DIEM	Not Applicable	\$ 500		Estimated as needed
MANAGEMENT CONSULTING SERVICES	DPFG	\$ 25,000		The District receives Management & Accounting services as part of the agreement.
CONSTRUCTION ACCOUNTING SERVICES	DPFG	\$ 2,500		Estimated for Series 2018B Phase - Approximately \$1.4M remaining to be expended
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		Fees associated with maintaining the District's bank accounts and the ordering of checks
MISCELLANEOUS	MISC.	\$ 750		Miscellaneous as needed for General Administrative expenditures that are not appropriated in any other line items
AUDITING SERVICES	Grau & Associates	\$ 3,100		State law requires the District to undertake an annual independent audit. The budgeted amount for the fiscal year is based on contracted fees from an existing engagement letter
INSURANCE	EGIS	\$ 24,769		Annual , inclusive of Amenity Center for general liability, property and officer and director insurance. Confirmed with insurance agent. There are two entry gates and they should be insured at \$75,000 main and \$50,000 side
REGULATORY & PERMIT FEES	State of Florida	\$ 175		The District is required to pay an annual fee of \$175 to the Department of Economic Opportunity
LEGAL ADVERTISEMENTS	BRADENTON HERALD	\$ 2,500		The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation.
ENGINEERING SERVICES	VARIOUS	\$ 7,500		Provides general engineering services to District, i.e. attendance & preparation for monthly board meetings and other specifically requested assignments
LEGAL SERVICES	STRALEY ROBIN & VARIOUS OTHERS	\$ 7,500		Provides general legal services, review of contracts, agreements and other research assigned and directed by the Board and District Manager
WEBSITE HOSTING	CAMPUS SUITE	\$ 1,650		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. Added \$250 for page overages
ADMINISTRATIVE CONTINGENCY		\$ -		
	TOTAL	119,017		
DEBT SERVICE ADMINISTRATION:				

**STATEMENT 3
VILLAGES OF GLEN CREEK CDD
CONTRACT SUMMARY**

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	ANNUAL AMOUNT OF CONTRACT	PO #	COMMENTS (SCOPE OF SERVICE)
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		Reconcile trust accounts on a monthly basis for issued bonds and respond to associated compliance requirements
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	PO #	COMMENTS (SCOPE OF SERVICE)
PHYSICAL ENVIRONMENT EXPENDITURES:				
STREETPOLE LIGHTING		\$ 52,620		Contract with Gig Fiber is for 98 solar streetlights. Budget 45 lights Cost is \$50 per light plus any additional taxes, etc. and \$100/pole deposit Est 32 FPL Streetlights @ \$55/mo - FPL started putting in some streetlights, but has stopped work for an extended period - need to know how many will be working at what cost.
ELECTRICITY (IRRIGATION PUMPS)		\$ 6,000		There are currently 4 meters: 26th Ave E. pump, Orchid Glades Lane Gate, 27th St E. Gate, Sand Gables Trail fountain, Mizner Bay Ave.
WATER		\$ 9,600	Good	There is one water meter located at 2284 Mizner Bay.
LANDSCAPING MAINTENANCE	Down to Earth	\$ 174,260	OM-VC-DPFG - 049	Core maintenance services of mowing, detailing, fertilization and irrigation inspection. Base contract \$75,840 for common areas and amenity center is at \$26,420 What to do in FY 21. Southern Land Services - landscape maintenance \$6,000 per month. This is for 3A, 3B, 2A and 2B.
LANDSCAPE REPLENISHMENT	Down to Earth	\$ 5,000		Estimated an additional \$5,000 for unknown replenishment expenditures
IRRIGATION MAINTENANCE	Down to Earth	\$ 3,000		Estimated based on 50 zones. Includes lift station maintenance and repairs due to pumps running irrigation. Increased for additional zones to be added
CREEK MAINTENANCE	Genesis Land Management	\$ 10,000	OM-VC-DPFG-032	Creek maintenance annual.
POND MAINTENANCE	Solitude	\$ 3,900	OM-VC-DPFG-041	Current contract is for five ponds at \$285 per month, effective December 1, 2019. Additionally an estimate was obtained to add 19 more ponds at an additional cost of \$1,101. When are these ponds going to be added as we are only being billed the \$285 monthly. None of the 19 ponds will be added in FY 21
POND BANK MOWING		\$ -		Included in base Landscape
STORMWATER DRAIN & MAINTENANCE		\$ -		Storm drain and wash out maintenance, repairs are as needed and vary
SOLID WASTE DISPOSAL		\$ -		Electric motors lift station service contract yearly \$2,820 included in irrigation
COMPREHENSIVE FIELD SERVICE MANAGEMENT	DPFG Field Services	\$ 12,864		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		\$ -		
GATE, FOUNTAIN, SIDEWALK & BRIDGE MAINTENANCE & ACCESS	DOOR KING	\$ 31,700		Infrastructure repairs estimated for two gates (entrance & rear) - \$5,000 . Added \$1,700 for fountain maintenance. Adding \$15,000 for bridge maintenance. Added \$10,000 for sidewalk repair
GATE CLICKERS		\$ 1,500		50 clickers at 30 each for replacements for now = 1500. Just replacing existing clickers, no new home phases to be added.
PET WASTE REMOVAL	POOP 911	\$ 2,067	OM-VC-DPFG-019. This number is good	Current contract is for 5 pet waste stations at \$172.25 per month.

**STATEMENT 3
VILLAGES OF GLEN CREEK CDD
CONTRACT SUMMARY**

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	ANNUAL AMOUNT OF CONTRACT	PO #	COMMENTS (SCOPE OF SERVICE)
HOLIDAY DECORATIONS		\$ 5,000		Holiday lights no event cost
SECURITY GUARD SERVICE		\$ 43,680		Tonja provided item needed. General estimate 48hrs/wk \$17.5/hr 52 weeks
SECURITY MONITORING FOR GATE CAMERAS		\$ 2,500		Tonja provided item needed. Gate camera monitoring
	TOTAL	\$ 363,691		
AMENITY CENTER OPERATIONS:				
POOL SERVICE CONTRACT	H2 Pool	\$ 13,800	OM-VC-DPFG-022	Commercial Pool Cleaning 5 times weekly to onclude adjustment of chemistry, brushing, netting, cleaning filters, and vaccumming as needed
POOL MAINTENANCE & REPAIRS	Estimated	\$ 2,500		Miscellaneous estimated
POOL PERMIT		\$ 275		Based on actual from other pools of similar size
AMENITY MANAGEMENT	DPFG	\$ 7,008		Track & handle facility access keys, coordination of janitorial services, track & coordinate facility rental activities, and implement general operation & rules for the amenity \$584/mo
AMENITY CENTER POWER WASH	H2 Pool	\$ 3,000	OM-VC-DPFG-022	Power washing at 1x per month
AMENITY CENTER CLEANING & MAINTENANCE	H2 Pool	\$ 5,400	OM-VC-DPFG-022	Janitorial service at 4 days per week for clubhouse restrooms and pool area
AMENITY CENTER PHONE & INTERNET	Spectrum	\$ 1,020		Contract for service is at \$85 per month
AMENITY CENTER ELECTRICITY	Estimated	\$ 6,000		Meter located at 2355 26th Ave. E. is approximaltey \$500 per month
AMENITY CENTER WATER	Estimated	\$ 9,600		Meter located at 2406 Orchid Glades Lane is \$800 pr tmonyh on average
AMENITY CENTER PEST CONTROL	Earth Tech	\$ 1,440	OM-VC-DPFG-002	Contracted at \$120 per month
AMENITY CENTER CAMERA		\$ -		Install new cameras 8K in FY 20
AMENITY CENTER MONITORING		\$ 4,000		Monitor yearly at 3K plus 1K service charges/repair. Cameras were installed Feb 2020
REFUSE SERVICE	Estimated	\$ 2,700		Estimated at \$225 per month for a 4 yard dumpster. Need to find who is paying as dumpster is there
LANDSCAPE MAINTENANCE INFILL	Estimated	\$ 2,500		Landscape infill as needed.
MISC. AMENITY CENTER REPAIRS & MAINTENANCE	Estimated	\$ 2,500		Furniture repairs at the amenity center.

**STATEMENT 3
VILLAGES OF GLEN CREEK CDD
CONTRACT SUMMARY**

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	ANNUAL AMOUNT OF CONTRACT	PO #	COMMENTS (SCOPE OF SERVICE)
KEY PAD		\$ 2,000		Maintenance and service of keypad entry at amenity center
	TOTAL	\$ 63,743		

INCREASE IN RESERVES \$ -

Total FY 2021 \$ 572,079

572,079
\$ -

STATEMENT 4
VILLAGES OF GLEN CREEK CDD
\$3,535,000 CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2016A-1

	BUDGET
REVENUE	
SPECIAL ASSESSMENTS - ON-ROLL/OFF ROLL	\$ 254,090
LESS: DISCOUNT ASSESSMENTS (4%)	(10,164)
TOTAL REVENUE	243,927
EXPENDITURES	
COUNTY - ASSESSMENT COLLECTION FEES (2.5%)	6,352
INTEREST EXPENSE	
05/01/21	87,103
11/01/21	85,678
PRINCIPAL RETIREMENT	-
05/01/21	60,000
TOTAL EXPENDITURES	239,134
EXCESS OF REVENUE OVER (UNDER) EXPEND.	4,793
FUND BALANCE - BEGINNING	-
FUND BALANCE - ENDING	\$ -

Table 1. Allocation of Maximum Annual Debt Service (MADS) to Lots in

Lot Width	Lots	ERU	Total ERU	% ERU	MADS	Adj./ (a)	MADS After Adj.	MADS/Lot
52	143	1.00	143.00	48.77%	132,833	-	132,833	928.91
62	126	1.19	150.22	51.23%	139,538	(34,796)	104,742	831.28
Total	269		293.22		272,371	(34,796)	237,575	

MADS Assmt. per ERU - net \$ 810.24
MADS Assmt. per ERU - gross \$ 866.56
Total revenue - gross, if all is on the roll \$ 254,090

Footnotes:

(a) At time of bond issuance, developer contributed \$34,796 for 62' to adjust the MADS down. The bonds are sized based on MADS after Adjustment in the amount of \$237,575.

STATEMENT 5
VILLAGES OF GLEN CREEK CDD
\$3,535,000 CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2016A-1
DEBT SERVICE REQUIREMENT

Period Ending	Principal	Coupon	Interest	Debt Service /(a)	Annual Debt Service /(a)	Bonds Outstanding
8/4/2016						3,535,000
11/1/2016	-	4.750%	44,625	44,625	44,625	3,535,000
5/1/2017	50,000	4.750%	92,328	142,328		3,485,000
11/1/2017	-	4.750%	91,141	91,141	233,469	3,485,000
5/1/2018	55,000	4.750%	91,141	146,141		3,430,000
11/1/2018		4.750%	89,834	89,834	235,975	3,430,000
5/1/2019	55,000	4.750%	89,834	144,834		3,375,000
11/1/2019		4.750%	88,528	88,528	233,363	3,375,000
5/1/2020	60,000	4.750%	88,528	148,528		3,315,000
11/1/2020		4.750%	87,103	87,103	235,631	3,315,000
5/1/2021	60,000	4.750%	87,103	147,103		3,255,000
11/1/2021		4.750%	85,678	85,678	232,781	3,255,000
5/1/2022	65,000	4.750%	85,678	150,678		3,190,000
11/1/2022		4.750%	84,134	84,134	234,813	3,190,000
5/1/2023	70,000	4.750%	84,134	154,134		3,120,000
11/1/2023		4.750%	82,472	82,472	236,606	3,120,000
5/1/2024	70,000	4.750%	82,472	152,472		3,050,000
11/1/2024		4.750%	80,809	80,809	233,281	3,050,000
5/1/2025	75,000	4.750%	80,809	155,809		2,975,000
11/1/2025		4.750%	79,028	79,028	234,838	2,975,000
5/1/2026	80,000	4.750%	79,028	159,028		2,895,000
11/1/2026		4.750%	77,128	77,128	236,156	2,895,000
5/1/2027	85,000	5.250%	77,128	162,128		2,810,000
11/1/2027		5.250%	74,897	74,897	237,025	2,810,000
5/1/2028	90,000	5.250%	74,897	164,897		2,720,000
11/1/2028		5.250%	72,534	72,534	237,431	2,720,000
5/1/2029	95,000	5.250%	72,534	167,534		2,625,000
11/1/2029		5.250%	70,041	70,041	237,575	2,625,000
5/1/2030	100,000	5.250%	70,041	170,041		2,525,000
11/1/2030		5.250%	67,416	67,416	237,456	2,525,000
5/1/2031	105,000	5.250%	67,416	172,416		2,420,000
11/1/2031		5.250%	64,659	64,659	237,075	2,420,000
5/1/2032	110,000	5.250%	64,659	174,659		2,310,000
11/1/2032		5.250%	61,772	61,772	236,431	2,310,000
5/1/2033	115,000	5.250%	61,772	176,772		2,195,000
11/1/2033		5.250%	58,753	58,753	235,525	2,195,000
5/1/2034	120,000	5.250%	58,753	178,753		2,075,000
11/1/2034		5.250%	55,603	55,603	234,356	2,075,000
5/1/2035	125,000	5.250%	55,603	180,603		1,950,000
11/1/2035		5.250%	52,322	52,322	232,925	1,950,000
5/1/2036	135,000	5.250%	52,322	187,322		1,815,000
11/1/2036		5.250%	48,778	48,778	236,100	1,815,000

STATEMENT 5
VILLAGES OF GLEN CREEK CDD
\$3,535,000 CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2016A-1
DEBT SERVICE REQUIREMENT

Period Ending	Principal	Coupon	Interest	Debt Service /(a)	Annual Debt Service /(a)	Bonds Outstanding
5/1/2037	140,000	5.375%	48,778	188,778		1,675,000
11/1/2037		5.375%	45,016	45,016	233,794	1,675,000
5/1/2038	150,000	5.375%	45,016	195,016		1,525,000
11/1/2038		5.375%	40,984	40,984	236,000	1,525,000
5/1/2039	155,000	5.375%	40,984	195,984		1,370,000
11/1/2039		5.375%	36,819	36,819	232,803	1,370,000
5/1/2040	165,000	5.375%	36,819	201,819		1,205,000
11/1/2040		5.375%	32,384	32,384	234,203	1,205,000
5/1/2041	175,000	5.375%	32,384	207,384		1,030,000
11/1/2041		5.375%	27,681	27,681	235,066	1,030,000
5/1/2042	185,000	5.375%	27,681	212,681		845,000
11/1/2042		5.375%	22,709	22,709	235,391	845,000
5/1/2043	195,000	5.375%	22,709	217,709		650,000
11/1/2043		5.375%	17,469	17,469	235,178	650,000
5/1/2044	205,000	5.375%	17,469	222,469		445,000
11/1/2044		5.375%	11,959	11,959	234,428	445,000
5/1/2045	215,000	5.375%	11,959	226,959		230,000
11/1/2045		5.375%	6,181	6,181	233,141	230,000
5/1/2046	230,000	5.375%	6,181	236,181		-
11/1/2046			-	-	236,181	-
Total	\$ 3,535,000		\$ 3,564,622	\$ 7,099,622	\$ 7,099,622	

Max annual ds: 237,575

Footnote:

(a) Data herein for the CDD's budgetary process purposes only.

STATEMENT 6
VILLAGES OF GLEN CREEK CDD
\$3,535,000 CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2016A-2

	BUDGET
REVENUE	
SPECIAL ASSESSMENTS - ON-ROLL/OFF ROLL	\$ 209,716
LESS: DISCOUNT ASSESSMENTS (4%)	(8,389)
TOTAL REVENUE	201,327
EXPENDITURES	
COUNTY - ASSESSMENT COLLECTION FEES (2.5%)	5,243
INTEREST EXPENSE	
05/01/21	72,966
11/01/21	71,622
PRINCIPAL RETIREMENT	
05/01/21	50,000
TOTAL EXPENDITURES	199,830
EXCESS OF REVENUE OVER (UNDER) EXPEND.	1,497
	-
FUND BALANCE - BEGINNING	-
FUND BALANCE - ENDING	\$ -

Table 1. Allocation of Maximum Annual Debt Service (MADS) to Lots in Phase

Lot Width	Lots	ERU	Total ERU	% ERU	MADS	Adj./ (a)	MADS After	MADS/Lot
52'	143	1.00	143.00	48.77%	136,413	(34,458)	101,955	954
62'	126	1.19	150.22	51.23%	143,298	-	143,298	1,137
Total	269		293.22	100.00%	279,711	(34,458)	245,253	

MADS Assmt. per ERU - net \$ 836
MADS Assmt. per ERU - gross \$ 895
Total revenue - gross, if all is on the roll \$ 262,303

Footnotes:

(a) At time of bond issuance, developer contributed \$34,458 for 52' to adjust the MADS down. The bonds are sized based on MADS after Adjustment in the amount of \$245,253.

STATEMENT 7
VILLAGES OF GLEN CREEK CDD
\$3,515,000 CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2016A-2
DEBT SERVICE REQUIREMENT

Period Ending	Principal	Coupon	Interest	Debt Service /(a)	Annual Debt Service	Bonds
					/(a)	Outstanding
11/1/2018	-	0.000%	75,384	75,384	75,384	2,805,000
5/1/2019	45,000	5.375%	75,384	120,384		2,760,000
11/1/2019		5.375%	74,175	74,175	194,559	2,760,000
5/1/2020	45,000	5.375%	74,175	119,175		2,715,000
11/1/2020		5.375%	72,966	72,966	192,141	2,715,000
5/1/2021	50,000	5.375%	72,966	122,966		2,665,000
11/1/2021		5.375%	71,622	71,622	194,588	2,665,000
5/1/2022	50,000	5.375%	71,622	121,622		2,615,000
11/1/2022		5.375%	70,278	70,278	191,900	2,615,000
5/1/2023	55,000	5.375%	70,278	125,278		2,560,000
11/1/2023		5.375%	68,800	68,800	194,078	2,560,000
5/1/2024	55,000	5.375%	68,800	123,800		2,505,000
11/1/2024		5.375%	67,322	67,322	191,122	2,505,000
5/1/2025	60,000	5.375%	67,322	127,322		2,445,000
11/1/2025		5.375%	65,709	65,709	193,031	2,445,000
5/1/2026	65,000	5.375%	65,709	130,709		2,380,000
11/1/2026		5.375%	63,963	63,963	194,672	2,380,000
5/1/2027	70,000	5.375%	63,963	133,963		2,310,000
11/1/2027		5.375%	62,081	62,081	196,044	2,310,000
5/1/2028	70,000	5.375%	62,081	132,081		2,240,000
11/1/2028		5.375%	60,200	60,200	192,281	2,240,000
5/1/2029	75,000	5.375%	60,200	135,200		2,165,000
11/1/2029		5.375%	58,184	58,184	193,384	2,165,000
5/1/2030	80,000	5.375%	58,184	138,184		2,085,000
11/1/2030		5.375%	56,034	56,034	194,219	2,085,000
5/1/2031	85,000	5.375%	56,034	141,034		2,000,000
11/1/2031		5.375%	53,750	53,750	194,784	2,000,000
5/1/2032	90,000	5.375%	53,750	143,750		1,910,000
11/1/2032		5.375%	51,331	51,331	195,081	1,910,000
5/1/2033	95,000	5.375%	51,331	146,331		1,815,000
11/1/2033		5.375%	48,778	48,778	195,109	1,815,000
5/1/2034	100,000	5.375%	48,778	148,778		1,715,000
11/1/2034		5.375%	46,091	46,091	194,869	1,715,000
5/1/2035	105,000	5.375%	46,091	151,091		1,610,000
11/1/2035		5.375%	43,269	43,269	194,359	1,610,000
5/1/2036	110,000	5.375%	43,269	153,269		1,500,000
11/1/2036		5.375%	40,313	40,313	193,581	1,500,000
5/1/2037	115,000	5.375%	40,313	155,313		1,385,000
11/1/2037		5.375%	37,222	37,222	192,534	1,385,000
5/1/2038	125,000	5.375%	37,222	162,222		1,260,000
11/1/2038		5.375%	33,863	33,863	196,084	1,260,000
5/1/2039	130,000	5.375%	33,863	163,863		1,130,000
11/1/2039		5.375%	30,369	30,369	194,231	1,130,000
5/1/2040	135,000	5.375%	30,369	165,369		995,000
11/1/2040		5.375%	26,741	26,741	192,109	995,000
5/1/2041	145,000	5.375%	26,741	171,741		850,000
11/1/2041		5.375%	22,844	22,844	194,584	850,000
5/1/2042	150,000	5.375%	22,844	172,844		700,000
11/1/2042		5.375%	18,813	18,813	191,656	700,000
5/1/2043	160,000	5.375%	18,813	178,813		540,000
11/1/2043		5.375%	14,513	14,513	193,325	540,000

STATEMENT 7
VILLAGES OF GLEN CREEK CDD
\$3,515,000 CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2016A-2
DEBT SERVICE REQUIREMENT

Period Ending	Principal	Coupon	Interest	Debt Service /(a)	Annual Debt Service /(a)	Bonds Outstanding
5/1/2044	170,000	5.375%	14,513	184,513		370,000
11/1/2044		5.375%	9,944	9,944	194,456	370,000
5/1/2045	180,000	5.375%	9,944	189,944		190,000
11/1/2045		5.375%	5,106	5,106	195,050	190,000
5/1/2046	190,000	5.375%	5,106	195,106		-
11/1/2046				-	195,106	-
Total	\$ 3,360,000		\$ 2,774,709	\$ 6,134,709	\$ 5,504,325	

Max annual ds: 196,084

Footnote:

(a) Data herein for the CDD's budgetary process purposes only.

STATEMENT 8
VILLAGES OF GLEN CREEK CDD
\$710,000 CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2018A-1 (AREA TWO)

	BUDGET
REVENUE	
SPECIAL ASSESSMENTS - ON-ROLL/OFF ROLL	\$ 51,013
LESS: DISCOUNT ASSESSMENTS (4%)	(2,041)
TOTAL REVENUE	48,972
EXPENDITURES	
COUNTY - ASSESSMENT COLLECTION FEES (2.5%)	1,275
INTEREST EXPENSE	
05/01/21	18,544
11/01/21	18,544
PRINCIPAL RETIREMENT	
11/01/21	10,000
TOTAL EXPENDITURES	48,363
EXCESS OF REVENUE OVER (UNDER) EXPEND.	609
	-
FUND BALANCE - BEGINNING	-
FUND BALANCE - ENDING	\$ -

Table 1. Allocation of Maximum Annual Debt Service (MADS) to Lots in Phase

Lot Width	Lots	ERU	Total ERU	% ERU	MADS	Adj./ (a)	MADS After	MADS/Lot
52'	143	1.00	143.00	48.77%	136,413	(34,458)	101,955	954
62'	126	1.19	150.22	51.23%	143,298	-	143,298	1,137
Total	269		293.22	100.00%	279,711	(34,458)	245,253	

MADS Assmt. per ERU - net \$ 836
MADS Assmt. per ERU - gross \$ 895
Total revenue - gross, if all is on the roll \$ 262,303

Footnotes:

(a) At time of bond issuance, developer contributed \$34,458 for 52' to adjust the MADS down. The bonds are sized based on MADS after Adjustment in the amount of \$245,253.

STATEMENT 9
VILLAGES OF GLEN CREEK CDD
\$710,000 CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2018A-1 (AREA TWO)
DEBT SERVICE REQUIREMENT

Period Ending	Principal	Coupon	Interest	Debt Service /(a)	Annual Debt Service /(a)	Bonds Outstanding
6/21/2018						710,000
11/1/2018		5.375%	13,781	13,781	13,781	710,000
5/1/2019		5.375%	19,081	19,081		710,000
11/1/2019	10,000	5.375%	19,081	29,081	48,163	700,000
5/1/2020		5.375%	18,813	18,813		700,000
11/1/2020	10,000	5.375%	18,813	28,813	28,813	690,000
5/1/2021		5.375%	18,544	18,544		690,000
11/1/2021	10,000	5.375%	18,544	28,544	47,088	680,000
5/1/2022		5.375%	18,275	18,275		680,000
11/1/2022	10,000	5.375%	18,275	28,275	46,550	670,000
5/1/2023		5.375%	18,006	18,006		670,000
11/1/2023	15,000	5.375%	18,006	33,006	51,013	655,000
5/1/2024		5.375%	17,603	17,603		655,000
11/1/2024	15,000	5.375%	17,603	32,603	50,206	640,000
5/1/2025		5.375%	17,200	17,200		640,000
11/1/2025	15,000	5.375%	17,200	32,200	49,400	625,000
5/1/2026		5.375%	16,797	16,797		625,000
11/1/2026	15,000	5.375%	16,797	31,797	48,594	610,000
5/1/2027		5.375%	16,394	16,394		610,000
11/1/2027	15,000	5.375%	16,394	31,394	47,788	595,000
5/1/2028		5.375%	15,991	15,991		595,000
11/1/2028	15,000	5.375%	15,991	30,991	46,981	580,000
5/1/2029		5.375%	15,588	15,588		580,000
11/1/2029	15,000	5.375%	15,588	30,588	46,175	565,000
5/1/2030		5.375%	15,184	15,184		565,000
11/1/2030	20,000	5.375%	15,184	35,184	50,369	545,000
5/1/2031		5.375%	14,647	14,647		545,000
11/1/2031	20,000	5.375%	14,647	34,647	49,294	525,000
5/1/2032		5.375%	14,109	14,109		525,000
11/1/2032	20,000	5.375%	14,109	34,109	48,219	505,000
5/1/2033		5.375%	13,572	13,572		505,000
11/1/2033	20,000	5.375%	13,572	33,572	47,144	485,000
5/1/2034		5.375%	13,034	13,034		485,000
11/1/2034	20,000	5.375%	13,034	33,034	46,069	465,000
5/1/2035		5.375%	12,497	12,497		465,000
11/1/2035	25,000	5.375%	12,497	37,497	49,994	440,000
5/1/2036		5.375%	11,825	11,825		440,000
11/1/2036	25,000	5.375%	11,825	36,825	48,650	415,000
5/1/2037		5.375%	11,153	11,153		415,000
11/1/2037	25,000	5.375%	11,153	36,153	47,306	390,000
5/1/2038		5.375%	10,481	10,481		390,000
11/1/2038	25,000	5.375%	10,481	35,481	45,963	365,000
5/1/2039		5.375%	9,809	9,809		365,000
11/1/2039	30,000	5.375%	9,809	39,809	49,619	335,000
5/1/2040		5.375%	9,003	9,003		335,000
11/1/2040	30,000	5.375%	9,003	39,003	48,006	305,000
5/1/2041		5.375%	8,197	8,197		305,000
11/1/2041	30,000	5.375%	8,197	38,197	46,394	275,000
5/1/2042		5.375%	7,391	7,391		275,000
11/1/2042	35,000	5.375%	7,391	42,391	49,781	240,000
5/1/2043		5.375%	6,450	6,450		240,000

STATEMENT 9
VILLAGES OF GLEN CREEK CDD
\$710,000 CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2018A-1 (AREA TWO)
DEBT SERVICE REQUIREMENT

Period Ending	Principal	Coupon	Interest	Debt Service /(a)	Annual Debt Service /(a)	Bonds Outstanding
11/1/2043	35,000	5.375%	6,450	41,450	47,900	205,000
5/1/2044		5.375%	5,509	5,509		205,000
11/1/2044	35,000	5.375%	5,509	40,509	46,019	170,000
5/1/2045		5.375%	4,569	4,569		170,000
11/1/2045	40,000	5.375%	4,569	44,569	49,138	130,000
5/1/2046		5.375%	3,494	3,494		130,000
11/1/2046	40,000	5.375%	3,494	43,494	46,988	90,000
5/1/2047		5.375%	2,419	2,419		90,000
11/1/2047	45,000	5.375%	2,419	47,419	49,838	45,000
5/1/2048		5.375%	1,209	1,209		45,000
11/1/2048	45,000	5.375%	1,209	46,209	47,419	-
Total	\$ 710,000		\$ 747,468	\$ 1,457,468	\$ 1,438,656	

Max annual ds: 51,013

Footnote:

(a) Data herein for the CDD's budgetary process purposes only.

STATEMENT 10
VILLAGES OF GLEN CREEK CDD
\$1,590,000 CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2018A-1 (AREA TWO)

	BUDGET
REVENUE	
SPECIAL ASSESSMENTS - ON-ROLL/OFF ROLL	\$ 93,529
LESS: DISCOUNT ASSESSMENTS (4%)	(3,741)
TOTAL REVENUE	89,788
EXPENDITURES	
COUNTY - ASSESSMENT COLLECTION FEES (2.5%)	2,338
INTEREST EXPENSE	
05/01/21	43,725
11/01/21	43,725
PRINCIPAL RETIREMENT	
05/01/21	-
TOTAL EXPENDITURES	89,788
EXCESS OF REVENUE OVER (UNDER) EXPEND.	-
	-
FUND BALANCE - BEGINNING	-
FUND BALANCE - ENDING	\$ -

Table 1. Allocation of Maximum Annual Debt Service (MADS) to Lots in Phase

Lot Width	Lots	ERU	Total ERU	% ERU	MADS	Adj./ (a)	MADS After	MADS/Lot
52'	143	1.00	143.00	48.77%	136,413	(34,458)	101,955	954
62'	126	1.19	150.22	51.23%	143,298	-	143,298	1,137
Total	269		293.22	100.00%	279,711	(34,458)	245,253	

MADS Assmt. per ERU - net \$ 836
MADS Assmt. per ERU - gross \$ 895
Total revenue - gross, if all is on the roll \$ 262,303

Footnotes:

(a) At time of bond issuance, developer contributed \$34,458 for 52' to adjust the MADS down. The bonds are sized based on MADS after Adjustment in the amount of \$245,253.

STATEMENT 11
VILLAGES OF GLEN CREEK CDD
\$1,590,000 CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2018A-1 (AREA TWO)
DEBT SERVICE REQUIREMENT

Period Ending	Principal	Coupon	Interest	Debt Service /(a)	Annual Debt Service /(a)	Bonds Outstanding
6/21/2018						1,590,000
11/1/2018		5.500%	31,579	31,579	31,579	1,590,000
5/1/2019		5.500%	43,725	43,725		1,590,000
11/1/2019		5.500%	43,725	43,725	87,450	1,590,000
5/1/2020		5.500%	43,725	43,725		1,590,000
11/1/2020		5.500%	43,725	43,725	87,450	1,590,000
5/1/2021		5.500%	43,725	43,725		1,590,000
11/1/2021		5.500%	43,725	43,725	87,450	1,590,000
5/1/2022		5.500%	43,725	43,725		1,590,000
11/1/2022		5.500%	43,725	43,725	87,450	1,590,000
5/1/2023		5.500%	43,725	43,725		1,590,000
11/1/2023		5.500%	43,725	43,725	87,450	1,590,000
5/1/2024		5.500%	43,725	43,725		1,590,000
11/1/2024		5.500%	43,725	43,725	87,450	1,590,000
5/1/2025		5.500%	43,725	43,725		1,590,000
11/1/2025		5.500%	43,725	43,725	87,450	1,590,000
5/1/2026		5.500%	43,725	43,725		1,590,000
11/1/2026		5.500%	43,725	43,725	87,450	1,590,000
5/1/2027		5.500%	43,725	43,725		1,590,000
11/1/2027		5.500%	43,725	43,725	87,450	1,590,000
5/1/2028		5.500%	43,725	43,725		1,590,000
11/1/2028		5.500%	43,725	43,725	87,450	1,590,000
5/1/2029		5.500%	43,725	43,725		1,590,000
11/1/2029	1,590,000	5.500%	43,725	1,633,725	1,677,450	-
Total	\$ 1,590,000		\$ 993,529	\$ 2,583,529	\$ 2,583,529	

Max annual ds: 87,450

Footnote:

(a) Data herein for the CDD's budgetary process purposes only.

STATEMENT 12
VILLAGES OF GLEN CREEK CDD
\$1,725,000 SUBORDINATE LIEN CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2018B (AREA ONE)

	BUDGET
REVENUE	
SPECIAL ASSESSMENTS - ON-ROLL/OFF ROLL	\$ 115,307
LESS: DISCOUNT ASSESSMENTS (4%)	(4,612)
TOTAL REVENUE	110,695
EXPENDITURES	
COUNTY - ASSESSMENT COLLECTION FEES (2.5%)	2,883
INTEREST EXPENSE	
05/01/21	53,906
11/01/21	53,906
PRINCIPAL RETIREMENT	
05/01/21	-
TOTAL EXPENDITURES	110,695
EXCESS OF REVENUE OVER (UNDER) EXPEND.	-
FUND BALANCE - BEGINNING	-
FUND BALANCE - ENDING	\$ -

Table 1. Allocation of Maximum Annual Debt Service (MADS) to Lots in Phase

Lot Width	Lots	ERU	Total ERU	% ERU	MADS	Adj./ (a)	MADS After	MADS/Lot
52'	143	1.00	143.00	48.77%	136,413	(34,458)	101,955	954
62'	126	1.19	150.22	51.23%	143,298	-	143,298	1,137
Total	269		293.22	100.00%	279,711	(34,458)	245,253	

MADS Assmt. per ERU - net \$ 836
MADS Assmt. per ERU - gross \$ 895
Total revenue - gross, if all is on the roll \$ 262,303

Footnotes:

(a) At time of bond issuance, developer contributed \$34,458 for 52' to adjust the MADS down. The bonds are sized based on MADS after Adjustment in the amount of \$245,253.

STATEMENT 13
VILLAGES OF GLEN CREEK CDD
\$1,725,000 SUBORDINATE LIEN CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2018B (AREA ONE)
DEBT SERVICE REQUIREMENT

Period Ending	Principal	Coupon	Interest	Debt Service /(a)	Annual Debt Service /(a)	Bonds Outstanding
6/21/2018						1,725,000
11/1/2018		6.250%	38,932	38,932	38,932	1,725,000
5/1/2019		6.250%	53,906	53,906		1,725,000
11/1/2019		6.250%	53,906	53,906	107,813	1,725,000
5/1/2020		6.250%	53,906	53,906		1,725,000
11/1/2020		6.250%	53,906	53,906	53,906	1,725,000
5/1/2021		6.250%	53,906	53,906		1,725,000
11/1/2021		6.250%	53,906	53,906	107,813	1,725,000
5/1/2022		6.250%	53,906	53,906		1,725,000
11/1/2022		6.250%	53,906	53,906	107,813	1,725,000
5/1/2023		6.250%	53,906	53,906		1,725,000
11/1/2023		6.250%	53,906	53,906	107,813	1,725,000
5/1/2024		6.250%	53,906	53,906		1,725,000
11/1/2024		6.250%	53,906	53,906	107,813	1,725,000
5/1/2025		6.250%	53,906	53,906		1,725,000
11/1/2025		6.250%	53,906	53,906	107,813	1,725,000
5/1/2026		6.250%	53,906	53,906		1,725,000
11/1/2026		6.250%	53,906	53,906	107,813	1,725,000
5/1/2027		6.250%	53,906	53,906		1,725,000
11/1/2027		6.250%	53,906	53,906	107,813	1,725,000
5/1/2028		6.250%	53,906	53,906		1,725,000
11/1/2028		6.250%	53,906	53,906	107,813	1,725,000
5/1/2029		6.250%	53,906	53,906		1,725,000
11/1/2029	1,725,000	6.250%	53,906	1,778,906	1,832,813	-
Total	\$ 1,725,000		\$ 1,224,870	\$ 2,949,870	\$ 2,895,964	

Max annual ds: 107,813

Footnote:

(a) Data herein for the CDD's budgetary process purposes only.

EXHIBIT 4.

RESOLUTION 2020-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLAGES OF GLEN CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED OPERATION AND MAINTENANCE BUDGET FOR FISCAL YEAR 2020/2021; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING, AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Villages of Glen Creek Community Development District (“**District**”) prior to June 15, 2020 a proposed operation and maintenance budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (“**Proposed Budget**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to approve the Proposed Budget and set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget, including any modifications made by the Board, attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** The public hearing on said Proposed Budget is hereby declared and set for the following date, hour, and location:

DATE:	August 26, 2020
HOUR:	6:00 pm
LOCATION*:	Courtyard by Marriott Bradenton Riverfront 100 Riverfront Drive West Bradenton, FL 34205

**Please note that pursuant to Governor DeSantis’ Executive Order 20-69 (as extended by Executive Order 20-112 and as it may be further extended or amended) relating to the COVID-19 public health emergency and to protect the public and follow the CDC guidance regarding social distancing, such public hearing and meeting may be held telephonically or virtually. Please check on the District’s website for the latest information: <http://www.villagesofglencreekcdd.org>.*

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Bradenton, Florida at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, Florida Statutes, the District’s Secretary is further directed to post the Proposed Budget on the District’s

website at least two days before the budget hearing date and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed by Florida law.

6. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED ON MAY 27, 2020.

Attest:

**Villages of Glen Creek Community
Development District**

Print Name: _____
Secretary / Assistant Secretary

Michael Lawson
Chair of the Board of Supervisors

Exhibit A: Proposed Budget for Fiscal Year 2020/2021

EXHIBIT 5.



stim 3

0435 Commerce Dr. #102 San Antonio, FL 33576

Ph. 813.404.5612

office@genesislndmaintenance.com

Date 8/21/2019

Estimate # 1002

Estimates are valid for 30 days from the date above.

elly Rowe
PFG
310 Amberly Drive, Suite 175
mpa, FL 33647
Contact Kelly Rowe
Phone (407) 663-8284
E-mail kelly.rowe@dpfg.com
Account # 001

Villages of Glen Creek CDD Ditch Maintenance

Proposal Prepared By: JH

Type Of Work Ditch Maintenance

genesis Land Maintenance, LLC. proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

ope:
ilization of 308 Excavator with fecon mowing attachment to flush cut
asses and brush through out the length of the ditch.
ea to be serviced measures 2,419 linear feet from 27th street east,
ing west to the pump station.
ap attached for reference.
t Timeframe: 3-4 days

1	\$9,813.70	\$9,813.70
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genesis Land Maintenance LLC cannot be held Liable for any damages to sodded areas
irrigation. Although caution will be taken seriously, re-sod is not included in the
price.

REBY CERTIFY that I am the Client/Owner of record of the property which is the subject
is proposal and hereby authorize the performance of the services as described herein and
e to pay the charges resulting thereby as identified above.

Total \$9,813.70

epted this 20th day of August, 2019.

ature: [Signature] Printed Name and Title: Michael Lannon, Chairman

resenting (Name of Firm): Villages of Glen Creek CDD

Florida Fountains & Equipment, LLC.

17252 Alico Center Rd, Ste 2
Fort Myers, FL 33967

(239) 567-3030

admin@flfountains.com

Proposal

Date	Proposal #
11/14/2019	2019-10954

Prepared For:

DPFG
15310 Amberly Drive
Tampa, FL 33647

813-418-7473 X4303

paul.cusmano@dpfg.com



Project

Glenn Creek Cleaning

Description	Qty	Rate	Total
FOUNTAIN CLEANING AGREEMENT Examine control panel Inspect all relays and contactors Inspect time clocks/photo cells to make sure they are functioning properly Meggar test motor and light cables (check cables for moisture) Clean (pressure wash) fountain, nozzle, screen and light fixtures Cleaning to be done: 4 times per year Cleaning costs shall be: \$175 per fountain (to be billed after each service) Customer: Villages of Glen Creek Number of Fountains to be serviced: 1 NOTE: This agreement does not include any services beyond fountain cleanings. Additional proposals will be issued for replacement parts and/or any other repairs that may be deemed necessary. NOTE: This agreement is active for a period of 2 years from signed approval date NOTE: This agreement may be canceled at any time by either party with written notice of 30 days prior to cancellation date. Please email approval back to Sean at office@flfountains.com Approval Signature _____ Date _____	4	175.00	700.00
We look forward to working with you!	Subtotal		\$700.00
	Sales Tax (6.0%)		\$0.00
	Total		\$700.00

Aquatic Systems, Inc., a SOLitude Lake Management Company

Lake & Wetland Management Services

Everything a Lake Should Be

2100 NW 33rd Street, Pompano Beach, FL 33069

Telephone: 1-800-432-4302

www.aquaticsystems.com

This Agreement made the date set forth below, by and between Aquatic Systems, Inc., a Florida Corporation, hereinafter called "ASI", and

Aquatic Services Renewal Agreement

Mr. Paul Cusmano, District Manager
Villages of Glen Creek CDD
c/o DPGF
2502 North Rocky Point Drive, Suite #1050
Tampa, Florida 33607
(727) 439-0519
paul.cusmano@dpfg.com

#00049370 Automatic Renewal

Thee-Years: 12/01/20 – 11/30/23

Anniversary Date: 12/01/20 EFR

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

1. ASI agrees to manage certain lake(s) and/or waterway(s) in accordance with the terms and conditions of this Agreement in the following location:

Five ponds (3,856 total linear foot perimeter) located at **Villages of Glen Creek CDD** in Bradenton, Florida.

2. Minimum of **TWELVE (12)** inspections with treatment as required (approximately once every 30 days).
3. CUSTOMER agrees to pay ASI, its agents or assigns, the following sum for specified water management service:

Annual Maintenance Program:

Algae & Aquatic Weed Management	Included
Shoreline Grass Management to the Water's Edge	Included
Lake Dye	As Required by ASI*
Debris Removal ¹	Included
Management Reporting	Included
Monthly Special Customer Site Inspection Report	Included

Total Program Investment	\$ 285.00	Monthly (Year 1)
	\$ 294.00	Monthly (Year 2)
	\$ 303.00	Monthly (Year 3)

¹ Shoreline area to be cleaned is limited to 1 foot maximum depth. Individual litter items to be removed are limited to non-natural materials; such as, paper products, Styrofoam cups, plastic bags and aluminum cans that are accessible along the immediate shoreline. Construction debris, shopping carts, discarded household appliances or any other objects not considered litter, are not included but can be removed at an additional cost.

**Services performed at ASI's sole discretion for the success of the Waterway Management Program*

Terms & Conditions of Aquatic Services Agreement

1. If 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 in the event of dispute of ownership agrees to defend, indemnify and hold ASI harmless for the consequences of such services.
2. ASI will be reimbursed by the CUSTOMER for administrative fees, compliance programs, invoicing or payment plans or similar expenses caused by requirements placed on ASI by the CUSTOMER that are not explicitly included in this contract's specifications.

3. This Agreement shall have as its effective and anniversary date the first day of the month in which services are first rendered to the CUSTOMER.
4. ASI, at its expense, shall maintain the following insurance coverage: Workman's Compensation (statutory limits), General Liability, Property Damage, Products and Completed Operations Liability, and Automobile Liability.
5. If at any time during the term of this Agreement the government imposes any additional regulatory permit requirements or fees, this Agreement may be renegotiated to include these changes and the cost of the additional services and/or fees.
6. Cyanobacteria identification and toxin testing are not included in this agreement. Cyanobacteria are common throughout Florida waterways and our algae management program cannot guarantee the absence, elimination or control of cyanobacteria and toxins. ASI shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from the presence of cyanobacteria or cyanobacteria toxins in their waterbodies.
7. ASI is not responsible under any circumstances for flooding or water damage from fouled water level control structures resulting from ASI installing Carp Containment Barriers on the structures.
8. Payment terms are net 30 days from invoice 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 shall pay all costs of collection, including liens and reasonable attorney's fees. ASI may cancel this Agreement, if CUSTOMER is delinquent more than sixty (60) days on their account.
9. Contract will automatically renew annually at the end of the contract period for subsequent one (1) year terms, with a three percent (3%) escalation in the Annual Contract Price and Additional Enhancements each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.
10. If at any time during the term of this Agreement, CUSTOMER feels ASI is not performing in a satisfactory manner, CUSTOMER shall inform ASI, by certified mail, return-receipt requested, stating the reasons for CUSTOMER'S dissatisfaction. ASI shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel ASI performance is unsatisfactory, CUSTOMER may cancel this Agreement by giving 30 days notice ("Second Notice") to ASI and paying all monies owing to the effective date of termination.
11. 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 ASI and the CUSTOMER.

Customer or Authorized Agent Signature

Michael Lawson, Chairman
Print Name and Title of Signer


[Signature]
Aquatic Systems, Inc. Signature

Date

12-22-19
Village of Glen Creek CDD
Print Company Name of Signer

1-8-20
Date

3. This Agreement shall have as its effective and anniversary date the first day of the month in which services are first rendered to the CUSTOMER.
4. ASI, at its expense, shall maintain the following insurance coverage: Workman's Compensation (statutory limits), General Liability, Property Damage, Products and Completed Operations Liability, and Automobile Liability.
5. If at any time during the term of this Agreement the government imposes any additional regulatory permit requirements or fees, this Agreement may be renegotiated to include these changes and the cost of the additional services and/or fees.
6. Cyanobacteria identification and toxin testing are not included in this agreement. Cyanobacteria are common throughout Florida waterways and our algae management program cannot guarantee the absence, elimination or control of cyanobacteria and toxins. ASI shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from the presence of cyanobacteria or cyanobacteria toxins in their waterbodies.
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8. Payment terms are net 30 days from invoice 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 shall pay all costs of collection, including liens and reasonable attorney's fees. ASI may cancel this Agreement, if CUSTOMER is delinquent more than sixty (60) days on their account.
9. Contract will automatically renew annually at the end of the contract period for subsequent one (1) year terms, with a three percent (3%) escalation in the Annual Contract Price and Additional Enhancements each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.
10. If at any time during the term of this Agreement, CUSTOMER feels ASI is not performing in a satisfactory manner, CUSTOMER shall inform ASI, by certified mail, return-receipt requested, stating the reasons for CUSTOMER'S dissatisfaction. ASI shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel ASI performance is unsatisfactory, CUSTOMER may cancel this Agreement by giving 30 days notice ("Second Notice") to ASI and paying all monies owing to the effective date of termination.
11. 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 ASI and the CUSTOMER.


Customer or Authorized Agent Signature

Michael Lawton Chairman
Print Name and Title of Signer

Aquatic Systems, Inc. Signature

12-23-19
Date

Village of Glen Creek CDD
Print Company Name of Signer

Date

LANDSCAPE MAINTENANCE AGREEMENT

This Landscape Maintenance Agreement (“**Agreement**”), is entered into as of March 23, 2020 between the **Villages of Glen Creek Community Development District**, a community development district organized under the laws of the State of Florida (the “**District**”) and **SSS Down to Earth Opco LLC, d/b/a Down to Earth**, a foreign limited liability company (the “**Contractor**”).

Background Information:

The District owns, operates, and maintains certain landscaping within and around the District. The District desires to retain an independent contractor to provide landscape maintenance services for certain lands within and around the District. Contractor submitted a proposal and represents that it is qualified to serve as a landscape maintenance contractor and provide services to the District.

Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Contractor’s Representations.** In order to induce the District to enter into this Agreement, Contractor makes the following representations, upon which the District has actually and justifiably relied:
 - a. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required work.
 - b. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Agreement.
 - c. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis.
 - d. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism, upon written notice to the District.
 - e. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
 - f. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Agreement.
3. **Description of Work.**
 - a. The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services (the “**Work**”) as more fully set forth in the proposal attached hereto as **Exhibit A** (the “**Proposal**”).
 - b. A map of the areas to be maintained is attached hereto as **Exhibit B**.

- c. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.

4. Emergency Services. In the event of an emergency or disaster, Contractor shall provide the District the following services:

- a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
- b. Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
- c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- d. Disaster Recovery Assistance Services shall not exceed a total of seventy (70) hours worked for each emergency/disaster.
- e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
- f. District reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.

5. Manner of Performance.

- a. While performing the Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work in accordance with the specifications.
- b. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards and best management practices, such as IFAS.
- c. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- d. The Contractor shall assign the same work personnel and supervisors to the District to maintain the property in a consistent manner by workers that are familiar with the property and procedures expected.
- e. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement at no additional cost to the District.
- f. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier to the satisfaction of the District.
- g. Contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment. Any motorized equipment used on the road ways of the community must be legally equipped.

- h. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.
- i. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of Work that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.
- j. In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by, the District's representative.
- k. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.

6. **Time of Commencement.** The work to be performed under this Agreement shall commence after providing District the requisite insurance referenced herein.

7. **Term and Renewal.** The initial term of this Agreement shall be for one year from the date of this Agreement. At the end of the initial term, this Agreement shall automatically renew for subsequent one year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.

8. **Termination**

- a. **Contractor's Termination.** Contractor may terminate this Agreement with sixty (60) days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the District.
- b. **District's Termination.** The District may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail. The thirty (30) day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the District's convenience, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor.
- c. On a default by Contractor, the District may elect not to terminate this Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. The District specifically reserves all rights available under the law or equity should there be a default by Contractor

which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

9. District Representatives and Inspections.

- a. The District hereby designates the District Manager to act as the District's representative. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Work.
- b. The Contractor agrees to meet with a District representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of landscape related items that should be performed before the next walk through.
- c. The District will be responsible for scheduling the monthly inspections. The District must have no less than fourteen (14) days' notice if there is a need to reschedule.
- d. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Work.
- e. If the District representatives identify any deficient areas, the District representatives shall notify the Contractor through a written report or otherwise. The Contractor shall then within the time period specified by the District representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within three days and prior to submitting any invoices to the District.

10. Compensation

- a. As compensation for the Work the District agrees to pay Contractor the amount of \$8,521.67 per month.
 - i. For all other non-monthly services specified in the Proposal, including but not limited to mulching and the annual flowers maintenance program, and only after receipt of written authorization by the District to proceed, the District agrees to pay Contractor the pricing specified in the Proposal in the month after the services were performed.
- b. Contractor shall invoice the District monthly for services provided during the previous month. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District and at a minimum shall include the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each service, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted.
- c. The District shall provide payment within forty five (45) days of receipt of invoices, unless such invoice is disputed as described below, in accordance with Florida's Prompt Payment Act, Section 218.70, Florida Statutes.
- d. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within 10 days of the District's receipt of such invoice.
- e. In the event of any dispute regarding the Work performed to date and so long as the District is pursuing resolution of such dispute in an expeditious manner, Contractor, including any

of Contractor's subcontractor(s) or agent(s) responsible for the Work, shall continue to carry on performance of the Work and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.

- f. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- g. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

11. Duties and Rights of Contractor. Contractor's duties and rights are as follows:

- a. Responsibility for and Supervision of the Work: Contractor shall be solely responsible for all work specified in this Agreement, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
- b. Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
- c. Furnishing of Labor, Materials/Liens and Claims: Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Agreement. Contractor waives the right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

- d. **Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:** Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.
- e. **Responsibility for Negligence of Employees and Subcontractors:** Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.
- f. **Safety Precautions and Programs:** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
- g. Contractor shall assign a dedicated account manager to the District. The account manager shall attend the monthly meetings of the District to provide updates to the Board and answer any questions regarding landscaping issues.

12. Indemnification

- a. The Contractor does hereby indemnify and hold the District, its officers, agents and employees, harmless from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Agreement.
- b. *It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, (as amended) and that said statutory provision does not govern, restrict or control this Agreement.*
- c. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages,

compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

- d. The Contractor shall and does hereby indemnify and hold the District and anyone directly or indirectly employed by it harmless from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

13. Insurance.

- a. Before performing any Work, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the District.
 - i. Workers' Compensation: Contractor will provide Workers' Compensation insurance in the amounts required by Florida law.
 - ii. Commercial General Liability: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Agreement.
 - iii. Automobile Liability: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Agreement.
 - iv. Umbrella Liability: With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Agreement.
- b. Each insurance policy required by this Agreement shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Certificates of insurance evidencing coverage and compliance with the conditions to this Agreement, and copies of all endorsements are to be furnished to the District prior to commencement of Work, and a minimum of 10 calendar days after the expiration of the

insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.

- g. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- h. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- i. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its supervisors, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the district, its supervisors, officers, agents, employees or volunteers.

14. Subcontractors. The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

15. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

16. No Third Party Beneficiaries. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

17. Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the

construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

18. **Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.
19. **Public Records.** As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 418-7473, OR BY EMAIL AT LORE.YEIRA@DPFG.COM, OR BY REGULAR MAIL AT 15310 AMBERLY DRIVE, SUITE 175, TAMPA, FLORIDA 33647.

20. **Waivers.** The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

21. Notices. Unless specifically stated to the contrary elsewhere in this Agreement, where notice is required to be provided under this Agreement, notice shall be deemed sent upon transmittal of the notice by facsimile and by U.S. Mail to the other party at the addresses listed below and shall be deemed received upon actual receipt by mail or facsimile, whichever is first:

To the District: Villages of Glen Creek Community Development District
c/o DPFG
15310 Amberly Drive
Suite 175
Tampa, Florida 33647
Attn: District Manager
lore.yeira@dpfg.com

With a copy to: District Counsel
Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33606

To Contractor: Down to Earth
2701 Maitland Center Parkway
Maitland, Florida 32751
mmosler@down2earthinc.com

22. Controlling Law. This Agreement shall be governed under the laws of the State of Florida with venue in the county in which the District is located.

23. Enforcement of Agreement. In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.

24. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

25. Amendment. This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

26. Assignment. This Agreement is not transferrable or assignable by either party without the written approval of both parties. In the event that the Contractor is purchased by, acquired by, or merges with another company, the new company must request the District's written consent to the company's assumption of this Agreement.

27. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. 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 any doubtful language will not be interpreted or construed against any party.

28. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
29. **Authorization.** The execution of this Agreement has been duly authorized by the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.
30. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

SSS Down to Earth Opco, LLC
d/b/a Down to Earth



~~Michael Mosler~~ **V. Sean Cusack**
~~President~~ **CFO**

Villages of Glen Creek
Community Development District



Michael Lawson
Chair of the Board of Supervisors

Exhibit A
The Proposal



Landscape Maintenance Proposal

Attn: Villages of Glen Creek CDD
DPFG
15310 Amberly Drive
Suite 175
Tampa, FL 33647

Submitted By: Down To Earth
President: Michael Mosler II

Villages of Glen Creek CDD

Landscape Maintenance

Common Areas

Basic Maintenance	\$ 62,188.80	Annually
Irrigation Inspection	\$ 6,067.20	Annually
Fertilization/Pest Control	\$ 7,584.00	Annually
Total Annually	\$ 75,840.00	
Total Monthly	\$ 6,320.00	

Amenity Center

Basic Maintenance	\$ 21,664.40	Annually
Irrigation Inspection	\$ 2,113.60	Annually
Fertilization/Pest Control	\$ 2,642.00	Annually
Total Annually	\$ 26,420.00	
Total Monthly	\$ 2,201.67	

Grand Total Annually	\$ 102,260.00
Grand Total Monthly	\$ 8,521.67

Additional Items

Mulch	\$45.00 per cubic yard
4" Seasonal Annuals (4 times/year)	\$2.00 each
Palm Trimming	Up to 15' included Over 15' \$35.00 each

Service Specifications

Between **Down To Earth** (herein “**Contractor**” or “**DTE**”) and **Villages of Glen Creek CDD** the services to be performed are set forth below. Any work performed in addition to these services will be separately invoiced as provided in the Agreement.

LANDSCAPE MAINTENANCE PROGRAM

I. TURF GRASS SPECIFICATIONS

i. Mowing

Mowing shall be performed as frequently as is required to maintain a height level as outlined below with power lawn mowers of sufficient horsepower to leave a neat, clean appearance. (42 cuts/yr., minimum)

Mower blades will be kept sharp to prevent the tearing of grass blades.

Various mowing patterns will be employed to insure the even distribution of clippings and to prevent ruts in the turf caused by mowers.

St. Augustine and Bahia turf should be maintained at a mowing height of 3 1/2” to 4 1/2” in height, with no more than 1/2 of leaf blade removed during mowing.

All Bermuda Sod shall be maintained at a height of 1" (85 cuts per year minimum).

ii. Edging

DTE shall neatly edge and trim around all plant beds, curbs, streets, trees, and buildings, etc. **DTE** shall maintain the shape and configuration of all planting beds.

All walks shall be blown or vacuumed after edging to maintain a clean, well-groomed appearance.

All grass runners to be removed after edging to maintain mulch areas free of weeds or encroaching grass.

Frequency of edging shall correspond to frequency of turf mowing.

iii. Trimming

Areas agreed to be inaccessible to mowing machinery will be maintained with string trimmers, or as environmental conditions permit.

Frequency of string trimming will correspond to frequency of turf maintenance with the exception of lake banks, roadside drainage ditches, and Bahia turf areas.

iv. Debris Removal

Each area prior to mowing will be patrolled for trash and other debris to clean area and reduce risk of flying debris during mowing. **DTE** shall not be obligated to clear areas of excessive trash around dumpsters and dock areas (i.e. Styrofoam peanuts).

All areas littered in the landscape maintenance process will be swept by hand, power blower, vacuum, as conditions permit, and transported to a dumping facility on site.

Removal of all landscape debris generated on the Property during landscape maintenance is the sole responsibility of **DTE**, at no additional expense to client.

v. Fertilization

A preliminary turf fertilization specification and schedule is as follows: Turf shall be fertilized four (4) times per year using a premium turf fertilizer with minor elements. Each application shall consist of 1.0 lb. of nitrogen per 1,000 sq. ft. of turf. Additionally, **DTE** shall apply a weed & feed in the spring and in the fall.

All sidewalks, roads, curbs, and patios will be swept clean of any granular fertilizer after application to minimize staining.

vi. Insect & Disease Control

Treatment of turf areas for infestation or disease shall be the responsibility of **DTE**.

DTE will implement an integrated Pest Management Program to minimize excessive use of pesticide and will rely heavily on continual monitoring of insect levels.

All products will be applied as directed by the manufacturer. **DTE** shall strictly comply with all state and federal regulations.

DTE employs an active certified Pest Control License issued through the Florida Department of Agriculture and Consumer Services.

II. IRRIGATION

DTE shall be responsible for the operation of the irrigation systems within the designated areas. The irrigation systems shall be operated to provide watering frequencies sufficient to replace soil moisture below the root zone of all planted areas, including lawns, and taking into account the amount of rainfall that has occurred. **DTE** shall be responsible for controlling the amount of water used for irrigation and any damage that results from over watering and insufficient watering.

DTE shall fully inspect and operate all the irrigation zones on a monthly basis and immediately report any and all problems.

Damage caused by improper operation of the irrigation systems or damages incurred through Landscape operations shall be the responsibility of **DTE** and shall be repaired by **DTE** within twenty-four hours at no charge.

Irrigation components damaged by other than **DTE** due to construction, vandalism, or other causes shall be reported to the Customer. **DTE**, if authorized by the Customer, shall repair the damage at a fair market price or cost plus 15% basis.

III. PLANTING BEDS, SHRUBBERY, WOODY ORNAMENTAL, GROUNDCOVERS, ALL PALM TREES AND ALL OTHER TREE CARE SPECIFICATION

i. Pruning

All pruning and thinning will have the distinct objective of retaining the plant's natural shape and the original design specifications, unless Customer requests otherwise.

Plants, hedges, shrubbery and trees obstructing pedestrian or automobile traffic and damaged plants, shall be pruned as needed. All areas are to be left free of clippings following pruning.

ii. Tree Pruning

Trees shall be maintained with clear trunks with lower branch elevations to 10 feet.

Tree interior sucker branches and dead wood shall be removed up to a height not exceeding 14' from ground. Moss removal and tree spraying may be performed at an additional charge.

iii. Palm Pruning

All palms up to a maximum height of 15' overall shall be pruned and shaped as required removing dead fronds and spent seed pods. Palms up to a maximum of height 15' overall are to be thoroughly detailed with all fronds trimmed to lateral position (not "hurricane-cut") two (2) times annually.

iv. Crape Myrtle Pruning

Crape Myrtles up to a maximum height of 15' overall must be pruned and shaped each February to promote vigorous blooming and maintain desired size and shape. Branches are to be individually trimmed back to wood no larger than 1/2" in diameter. All sucker branching, seedpods, and ball moss must also be removed.

v. Edging and Trimming

Groundcovers will be confined to plant bed areas by manual or chemical means, as environmental condition permits. "Weed eating" type edging will not be used around trees.

vi. Insect and Disease control

Plants will be treated chemically as required to effectively control insect infestation and disease as environmental, horticultural and weather conditions permit. Customer shall provide **DTE** access to a water source on the Customer's property for insect and disease control purposes.

vii. Weed Control

Open ground between plants shall be maintained in a condition of acceptable weed density by manual or chemical means, as environmental, horticultural and weather conditions permit.

All mulch areas or plant beds shall be maintained in a condition of acceptable weed density.

viii. Fertilization

All preliminary shrubs, trees and plantings fertilization specification are as follows:

Plant beds, shrubs, woody ornamental and ground covers shall be fertilized two times per year as to maintain good appearance and color.

Preliminary Schedule: March & September.

All ornamentals will be fertilized utilizing a product with a balanced analysis (example 8-10-10) with a good minor nutrient content. Nitrogen source should consist of a minimum of 50% slow release product.

ix. Mulching

Mulch is not provided under this Agreement at the specified amount on page 4. All beds or otherwise bare ground areas and tree rings should be maintained with a layer of mulch sufficient to cover the bare ground. In the event Customer chooses to purchase additional mulching services, **DTE** shall provide all labor and materials necessary to perform this work, at the following price:

Pine Straw	\$ 6.50 bale
Cypress Mulch	\$45.00 cu yd
Pine Bark	\$45.00 cu yd

Mulch material shall consist of a premium grade of Pine Straw, Pine Bark Nuggets or Cypress Mulch. Owner must first approve all mulch operations.

IV. ANNUAL FLOWERS MAINTENANCE PROGRAM

The Annual Flowers maintenance program is not included in the Agreement unless specifically requested in writing as an additional charge. In the event Customer chooses to purchase the Annual Flower maintenance program, **DTE** shall furnish all material, labor, and necessary soil amendments for the installation and replacement of annual flowers at the price of \$2.00 per 4" pot.

Minimum Replacement Schedule

"Seasonal Color" - Four-inch pots, planted in the following schedule and spacing, to correspond with the installation period unless directed differently by Owner.

January - March	=	Annuals
April - June	=	Annuals
July - September	=	Annuals
October - December	=	Annuals

Proper annual spacing is as follows:

Annual Bedding Plants	8-10" spacing
Perennial Color	12-14" spacing

DTE will not be held responsible for any acts of God (i.e. wind damage, freeze damage).

The practice of covering plant material during a freeze to prevent damage is an extra charge to this contract and does not guarantee plant survival.

V. CONSTANT COLOR MAINTENANCE

DTE shall be responsible for the full and complete care of all **"Seasonal Color"** plantings; including watering, mulching, spraying, fertilization, pruning, etc., such that the Owner is guaranteed that every annual/perennial planting mass shall maintain a healthy, vigorous appearance and shall at all times provide the finest quality color planting possible.

VI. ADDITIONAL SERVICES

DTE shall provide services for additional services not specified under the Agreement with written authorization from the Owner. Rates for labor and materials shall be as

follows:

Supervisor/Technician	\$55.00 per hour
Laborers	\$35.00 per hour
Materials	Cost + 15%

Villages of Glen Creek CDD

Phases 1A and MC-1
2355 26th Avenue East, Bradenton, FL 34208
Down to Earth 1.21.2020

Exhibit B Map of Areas to be Maintained

Legend

- Untitled Path
- Untitled Polygon
- Untitled Polygon
- Untitled Polygon



FRONT PAGE OF PUBLIC CONSTRUCTION BOND

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05, FLORIDA STATUTES, AND THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2) AND 255.05(10), ARE INCORPORATED IN THIS BOND BY REFERENCE

BOND NO. 964129460

CONTRACTOR: Deme Construction, LLC
3301 Whitfield Ave
Sarasota, FL 34243
(941) 755-5900

SURETY: The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431
(617) 357-9500

AGENT: Lykes Insurance, Inc.
400 North Tampa Street, Suite 1900
Tampa, FL 33602
(813) 223-3911

OBLIGEE: Villages of Glen Creek Community Development District
2502 N Rocky Point Drive, Suite 1050
Tampa, FL 33607
(813) 288-8078

**CONTRACT
BOND AMOUNT:** \$604,312.00

CONTRACT DATE: 09/25/2018

PROJECT:
Villages of Glen Creek Phase MC-1

PERFORMANCE BOND

Bond No.: 964129460

PRINCIPAL:

Deme Construction, LLC
3301 Whitfield Ave
Sarasota, FL 34243

SURETY:

The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431

OBLIGEE:

Villages of Glen Creek Community Development District
2502 N Rocky Point Drive, Suite 1050
Tampa, FL 33607

CONSTRUCTION CONTRACT:

Date: 09/25/2018

Amount: \$604,312.00 (Six Hundred Four Thousand Three Hundred Twelve and 00/100 Dollars)

Description: Villages of Glen Creek Phase MC-1

BOND:

Date: September 25, 2018


(Not earlier than Construction Contract Date)

Amount: \$604,312.00 (Six Hundred Four Thousand Three Hundred Twelve and 00/100 Dollars)

Modifications to this Bond: X NONE SEE SECTION 16

PRINCIPAL:

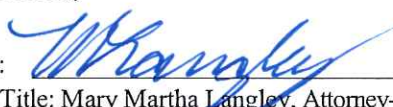
Company: Deme Construction, LLC
(Corporate Seal)

Signature: 

Name & Title:

SURETY:

Company: The Ohio Casualty Insurance Company
(Corporate Seal)

Signature: 

Name & Title: Mary Martha Langley, Attorney-in-Fact &
FL Licensed Resident Agent

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Lykes Insurance
400 N. Tampa St #1900 Tampa FL 33602
813 223-3911

OBLIGEE'S REPRESENTATIVE

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature:

N/A

Signature:

N/A

Name & Title:

Name & Title:

Address:

Address:

PAYMENT BOND

Bond No. : 964129460

PRINCIPAL:

Deme Construction, LLC
3301 Whitfield Ave
Sarasota, FL 34243

SURETY:

The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431

OBLIGEE:

Villages of Glen Creek Community Development District
2502 N Rocky Point Drive, Suite 1050
Tampa, FL 33607

CONSTRUCTION CONTRACT:

Date: 09/25/2018

Amount: \$604,312.00 (Six Hundred Four Thousand Three Hundred Twelve and 00/100 Dollars)

Description: Villages of Glen Creek Phase MC-1

BOND:

Date: September 25, 2018


(Not earlier than Construction Contract Date)

Amount: \$604,312.00 (Six Hundred Four Thousand Three Hundred Twelve and 00/100 Dollars)

Modifications to this Bond: X NONE SEE SECTION 18

PRINCIPAL:

Company: Deme Construction, LLC
(Corporate Seal)

Signature: 

Name & Title: Resident

SURETY:

Company: The Ohio Casualty Insurance Company
(Corporate Seal)

Signature: 

Name & Title: Mary Martha Langley, Attorney-in-Fact &
FL Licensed Resident Agent

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Lykes Insurance
400 N. Tampa St #1900 Tampa FL 33602
813 223-3911

OBLIGEE'S REPRESENTATIVE

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy, to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

EXPERIENCE the POWER of PARTNERSHIP

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition



§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____ N/A _____

Name & Title: _____

Address: _____
EXPERIENCE the POWER of PARTNERSHIP

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

Signature: _____ N/A _____

Name and Title: _____

Address: _____



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7282446

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Frederick M. Archerd, Jr.; Mary Martha Langley; Richard P. Russo, Jr; Tanya L. Russo

all of the city of Tampa, state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of March, 2016.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 7th day of March, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of September, 2018.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**Villages of Glen Creek Community Development District Termination of District
Contractor Agreement and Release of Claims**

This Villages of Glen Creek Community Development District Termination of District Contractor Agreement and Release of Claims ("**Termination Agreement**") is made effective as of September 27, 2019, by and between the Villages of Glen Creek Community Development District (the "**District**"), and Deme Construction, LLC, (the "**Contractor**").

RECITALS

WHEREAS, District and Contractor (the "**Parties**") entered into the District Contractor Agreement dated as of September 25, 2018 (the "**Construction Agreement**");

WHEREAS, the Parties now desire to mutually terminate the Construction Agreement in accordance with the terms and conditions set forth below;

WHEREAS, except as otherwise indicated, capitalized terms used in this Construction Agreement and not otherwise defined will have the meanings given to such terms in the Construction Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Termination of Construction Agreement.** The Construction Agreement shall be terminated effective as of September 27, 2019.

2. **Payment.** The Contractor acknowledges and agrees that any work that was performed or any material that was purchased under the Construction Agreement has been paid in full and that no amounts are owed to the Contractor.

3. **Payment and Performance Bond.** The District acknowledges and agrees that upon the termination of the Construction Agreement that the Contractor may release the statutory payment and performance bond that was required as part of the Construction Agreement.

4. **General Mutual Release.** The Contractor, on behalf of itself and its successors and assigns, hereby permanently and irrevocably remises, releases, acquits and discharges the District, its successors and assigns, and its past and present officers, supervisors, employees and agents from and against any and all claims, causes of action, demands, obligations and liabilities of any nature whatsoever, whether sounding in contract, tort, statute, or otherwise, which the Contractor has, or may have against such parties as of the date hereof, whether known or unknown, related to or arising from the Construction Agreement. The District, on behalf of itself and its successors and assigns, hereby permanently and irrevocably remises, releases, acquits and discharges the Contractor, its successors and assigns, and its past and present officers, supervisors, employees and agents from and against any and all claims, causes of action, demands, obligations and liabilities of any nature whatsoever, whether sounding in contract, tort,

statute, or otherwise, which the District has, or may have against such parties as of the date hereof, whether known or unknown, related to or arising from the Construction Agreement.

5. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, oral or written, with respect to such matters.

6. Governing Law. This Agreement will be construed in accordance with the laws and judicial decisions of the State of Florida. The Parties each consent to the jurisdiction of the courts of Manatee County, Florida.

7. Expenses. All professional fees and other expenses incurred by each Party in the preparation and negotiation of this Termination Agreement will be paid by the Party who incurs such fees and expenses.

8. Invalidity. Whenever possible, each provision of this Termination Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Termination Agreement will be invalid or prohibited hereunder, such provision will be ineffective to the extent of the invalidation or prohibition but will not invalidate the remainder of such provision or the remaining provisions of this Termination Agreement.

9. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of such counterparts taken together will constitute one and the same Agreement.

10. Descriptive Headings. The descriptive headings in this Termination Agreement are for convenience of reference only and will not limit or otherwise affect any of the terms or provisions hereof.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on September 27, 2019.

Deme Construction, LLC

By: 
Kevin Fulcher
President

**Villages of Glen Creek
Community Development District**

By: 
Michael Lawson
Chair of the Board of Supervisors

4:38 PM

01/10/20

Villages of Glen Creek CDD
Open Purchase Orders Detail
As of December 31, 2019

Date	Num	Name	Memo	Qty	Rcv'd	Amount	Open Balance
Service							
GF Amenity Center Cleaning							
06/20/2019	OMVCDPFG022	H2 Pool Services	Amenity Cleaning - Mar-Nov	9	1	4,050.00	3,600.00
06/20/2019	OMVCDPFG022	H2 Pool Services	Amenity Cleaning - Dec-Feb	3	0	1,050.00	1,050.00
Total GF Amenity Center Cleaning				12	1	5,100.00	4,650.00
GF Amenity Center Landscape Maint							
06/05/2018	OM-VC-009	Yellowstone Landscape	Landscape Maint - Amenity Center - extended 11/2019	12	3	27,744.00	20,808.00
Total GF Amenity Center Landscape Maint				12	3	27,744.00	20,808.00
GF Amenity Center Powerwashing							
06/20/2019	OMVCDPFG022	H2 Pool Services	Powerwashing - Mar-Nov	9	1	2,250.00	2,000.00
06/20/2019	OMVCDPFG022	H2 Pool Services	Powerwashing - Dec-Feb	3	0	750.00	750.00
Total GF Amenity Center Powerwashing				12	1	3,000.00	2,750.00
GF Lake Maintenance							
11/25/2019	OMVCDPFG039	Florida Fountains & Equipment	Fountain Cleaning Contract	4	0	700.00	700.00
Total GF Lake Maintenance				4	0	700.00	700.00
GF Landscape Maint.							
06/05/2018	OM-VC-009	Yellowstone Landscape	Landscape Maint - extended 11/2019	12	3	76,488.00	57,366.00
05/06/2019	OMVCDPFG010	Yellowstone Landscape	bury sleeve and irrigation wire at clubhouse	1	0	373.65	373.65
06/10/2019	OM-VC-016	Southern Land Services	MOWING	63,000	51,001	63,000.00	11,999.00
06/10/2019	OM-VC-017	Southern Land Services	mowing contract phases 1 and 2	88,800	49,000	88,800.00	39,800.00
Total GF Landscape Maint.				151,813	100,004	228,661.65	109,538.65
GF Miscellaneous Field Expense							
07/11/2018	OM-VC-012	Genesis Land Maintenance	Stormdrain	1	0	450.00	450.00
07/11/2018	OM-VC-012	Genesis Land Maintenance	Silt Fence	1	0	758.82	758.82
05/20/2019	OMVCDPFG015	Fastsigns	pool closed sign	2	0	37.44	37.44
Total GF Miscellaneous Field Expense				4	0	1,246.26	1,246.26
GF Miscellaneous Services							
06/26/2018	OM-VC-010	HEIDT DESIGN	Maintenance Exhibit	1	0	2,000.00	2,000.00
Total GF Miscellaneous Services				1	0	2,000.00	2,000.00
GF Pest Control							
06/22/2018	OMVCDPFG002	Earth Tech	Pest Control monthly service - extended 11/2019	12	3	1,440.00	1,080.00
Total GF Pest Control				12	3	1,440.00	1,080.00
GF Pet Waste Removal							
08/13/2019	OMVCDPFG019	Poop 911	pet waste - 5 stations	12	3	2,067.00	1,550.25
Total GF Pet Waste Removal				12	3	2,067.00	1,550.25
GF Pond Maintenance							
02/12/2019	OMVCDPFG006	Aquatic Systems, Inc.	Grass Carp & Barrier Installation	1	0	510.00	510.00
04/16/2019	OMVCDPFG011	Aquatic Systems, Inc.	duck potato, gulf spkerush and pickerelweed	1	0	1,161.00	1,161.00
04/16/2019	OMVCDPFG012	Aquatic Systems, Inc.	duck potato, gulf spikerush and pickerelweed planting	1	0	1,210.00	1,210.00
Total GF Pond Maintenance				3	0	2,881.00	2,881.00
GF Pool Maintenance							
06/20/2019	OMVCDPFG022	H2 Pool Services	Pool Maint - March-Nov	9	1	10,350.00	9,200.00
06/20/2019	OMVCDPFG022	H2 Pool Services	Pool Maint - dec-feb	3	0	3,150.00	3,150.00
Total GF Pool Maintenance				12	1	13,500.00	12,350.00

Villages of Glen Creek CDD
Open Purchase Orders Detail
As of December 31, 2019

Date	Num	Name	Memo	Qty	Rcv'd	Amount	Open Balance
GM Website Hosting							
03/31/2018	OM-VC-008	Venturesin.com, Inc.	Web Hosting	24	17	1,440.00	420.00
Total GM Website Hosting				24	17	1,440.00	420.00
Total Service				151,921	100,033	289,779.91	159,974.16
TOTAL				151,921	100,033	289,779.91	159,974.16