

***PARK CREEK
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Board Package

***Board of Supervisors
Regular Meeting***

***Tuesday,
February 5, 2019***

***Panther Trace I Clubhouse
12525 Bramfield Drive
Riverview FL***

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.

PARK CREEK COMMUNITY DEVELOPMENT DISTRICT AGENDA

| | | |
|--------------------------------------|--|--|
| District Board of Supervisors | Mike Lawson Doug Draper Lori Price | Chairman Vice Chairman Assistant Secretary |
| District Manager | Paul Cusmano | DPFG |
| District Attorney | Vivek Babbar | Straley, Robin & Vericker |
| District Engineer | Tonja Stewart | Stantec Consulting Services, Inc. |

**All cellular phones and pagers must be turned off during the meeting.
The District Agenda is comprised of seven different sections:**

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

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

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

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

PARK CREEK COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: Tuesday, February 5, 2019
Time: 6:00 p.m.
Location: Panther Trace I Clubhouse
12525 Bramfield Drive
Riverview FL

Conference Call No.: (563) 999-2090
Code: 686859#

AGENDA

I. Roll Call

II. Audience Comments

III. Consent Agenda

- A. Approval of Minutes of the August 30, 2018 Meeting **Exhibit 1**
- B. Acceptance of the December 2018 Financial Statements **Exhibit 2**

IV. Business Matters

- A. Consideration and Adoption of Resolution 2019-02 Canvassing and Certifying the Landowners Election Results **Exhibit 3**
- B. Consideration and Adoption of Resolution 2019-03 Re-Designating Officers **Exhibit 4**

V. Staff Reports

- A. District Manager
 - 1. Aquatic Systems Report **Exhibit 5**
 - a. Lake Assessment Proposal Pond #1 - \$1,300 **Exhibit 6**
 - 2. All American Proposed Contract Addendum – Mowing Section 4, 2 Ponds – Monthly \$1,100/Yearly \$13,200 **Exhibit 7**
 - 3. CIS TECH, Inc. - Key Pad Install - \$1,544.25 **Exhibit 8**
 - 4. CIS TECH, Inc. Preventative Maintenance Agreement **Exhibit 9**
- B. Attorney
- C. District Engineer

VI. Supervisors Requests

VII. Audience Questions and Comments on Other Items

VIII. Adjournment

EXHIBIT 1.

**MINUTES OF MEETING
PARK CREEK
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Park Creek Community Development District was held on Thursday, August 30, 2018 at 6:00 p.m. at the Panther Trace Clubhouse, 12515 Bramfield Drive, Riverview, Florida 33579.

FIRST ORDER OF BUSINESS – Roll Call

Mr. Cusmano called the meeting to order and conducted roll call.

Present and constituting a quorum were:

| | |
|-------------|---------------------------------------|
| Mike Lawson | Board Supervisor, Chairman |
| Doug Draper | Board Supervisor, Vice Chairman |
| Lori Price | Board Supervisor, Assistant Secretary |

Also present were:

| | |
|--------------|------------------------------|
| Paul Cusmano | District Manager, DPGF, Inc. |
|--------------|------------------------------|

The following is a summary of the discussions and actions taken at the August 30, 2018 Park Creek CDD Board of Supervisors meeting.

SECOND ORDER OF BUSINESS – Audience Comments

Mr. Cusmano opened the floor for the audience to comment on the agenda items. There being none, next item followed.

THIRD ORDER OF BUSINESS – Consent Agenda

Mr. Cusmano presented the agenda items to the Board for discussion. The agenda items that were discussed included: Approval of the Minutes from the June 13, 2018 Meeting and the July 10, 2018 Budget Workshop (**Exhibit 1**) and Acceptance of the July 2018 Financial Statements (**Exhibit 2**).

| |
|--|
| On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved the consent agenda items A & B for the Park Creek Community Development District. |
|--|

FOURTH ORDER OF BUSINESS – Business Matters

Mr. Cusmano presented the agenda items to the Board for discussion. The agenda items that were discussed included: Fiscal Year (FY) 2018-2019 Budget Public Hearing, Consideration and Adoption of Resolution 2018-03 (**Exhibit 3**), Resolution 2018-04 (**Exhibit 4**), Resolution 2018-05 (**Exhibit 5**), Resolution 2018-06 (**Exhibit 6**), and Approval of the FY 2017 Audited Financial Report (**Exhibit 7**). Mr. Cusmano asked for a motion to open the public hearing. Mr. Lawson presented the FY 2018-2019 Budget to the Board for their review and consideration. The Board reviewed the budget and asked for questions and comments from the audience. There being none, Mr. Lawson made a motion to close the public hearing.

A. Fiscal Year 2018-2019 Budget Public Hearing

1. Open Public Hearing

| |
|--|
| On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board opened the FY 2018-2019 Budget Public Hearing for the Park Creek Community Development District. |
|--|

2. Review Budget

3. Audience Comments

There being none, next item followed.

4. Close Public Hearing

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board closed the FY **2018-2019** Budget Public Hearing for the Park Creek Community Development District.

B. **Exhibit 3:** Consideration and Adoption of Resolution 2018-03; Adopting the FY 2018-2019 Budget

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board adopted Resolution **2018-03**; Adopting the FY 2018-2019 Budget for the Park Creek Community Development District.

C. **Exhibit 4:** Consideration and Adoption of Resolution 2018-04; Imposing Assessments

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board adopted Resolution **2018-04**; Imposing Assessments for the Park Creek Community Development District.

D. **Exhibit 5:** Consideration and Adoption of Resolution 2018-05; Electronic Records Policy

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board adopted Resolution **2018-05**; Electronic Records Policy for the Park Creek Community Development District.

E. **Exhibit 6:** Consideration and Adoption of Resolution 2018-06; FY 2019 Meeting Schedule

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board adopted Resolution **2018-06**; setting the meeting schedule to be held on **the first Tuesday of every month at 11:00 a.m. at the Metro Development Group, 2502 North Rocky Point Drive, Suite 1050, Tampa, Florida 33607** for the Park Creek Community Development District.

F. **Exhibit 7:** Approval of the FY 2017 Audited Financial Report

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board approved the FY 2017 Audited Financial Report for the Park Creek Community Development District.

FIFTH ORDER OF BUSINESS – Staff Reports

Mr. Cusmano opened the floor for the district manager, attorney, and district engineer to present their staff reports. There being none, next item followed.

SIXTH ORDER OF BUSINESS – Supervisors Requests

Mr. Cusmano opened the floor for the supervisors to present their requests. There being none, next item followed.

SEVENTH ORDER OF BUSINESS – Audience Questions and Comments on Other Items

Mr. Cusmano opened the floor for the audience to ask questions and to make comments on other items. There being none, next item followed.

EIGHTH ORDER OF BUSINESS – Adjournment

84 Mr. Cusmano asked for final questions, comments, or corrections before adjourning the meeting.
85 There being none, Mr. Lawson made a motion to adjourn the meeting.

86 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board
87 adjourned the meeting for the Park Creek Community Development District.

88 **Each person who decides to appeal any decision made by the Board with respect to any matter*
89 *considered at the meeting is advised that person may need to ensure that a verbatim record of the*
90 *proceedings is made, including the testimony and evidence upon which such appeal is to be based.*
91

92 Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed
93 meeting held on _____.
94

Signature

Signature

95

Printed Name

Printed Name

96

97 Title: ☐ Secretary ☐ Assistant Secretary

Title: ☐ Chairman ☐ Vice Chairman

EXHIBIT 2.

Park Creek CDD
Financial Report Summary - General Fund & Construction Fund
12/31/2018

| For The Period Ending : | GENERAL FUND 12/31/2018 | CONSTRUCTION 2013A 12/31/2018 | CONSTRUCTION 2014A 12/31/2018 |
|--------------------------------------|----------------------------|-------------------------------------|-------------------------------------|
| CASH BALANCE | \$ 442,805 | \$ 9 | \$ 1 |
| PLUS: ACCOUNTS RECEIVABLE - OFF ROLL | - | - | - |
| PLUS: ACCOUNTS RECEIVABLE - ON ROLL | 13,448 | - | - |
| PLUS: ACCOUNTS RECEIVABLE - OTHER | 30 | - | - |
| LESS: ACCOUNTS PAYABLE | (85,131) | - | - |
| NET CASH BALANCE | \$ 371,152 | \$ (9) | \$ 1 |

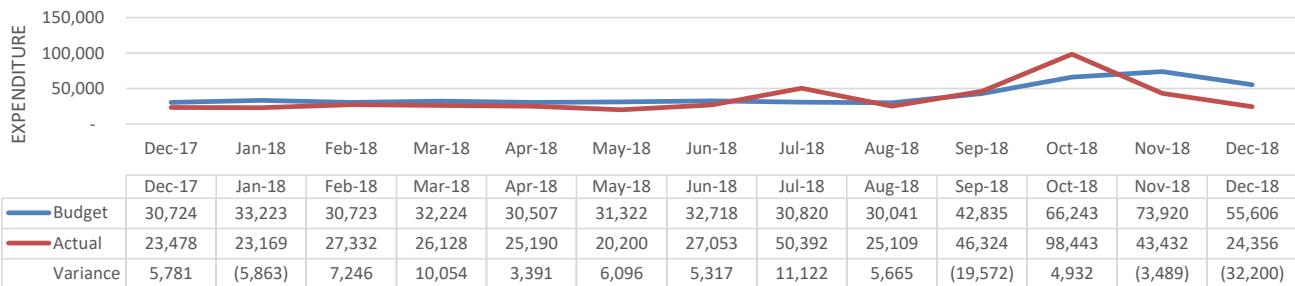
GENERAL FUND REVENUE AND EXPENDITURES (FY 2019 YTD):

| | 12/31/2018 ACTUAL YEAR-TO-DATE | 12/31/2018 BUDGET YEAR-TO-DATE | FAVORABLE (UNFAVORABLE) VARIANCE |
|--------------------------------|--------------------------------------|--------------------------------------|--|
| REVENUE (YTD) COLLECTED | \$ 435,133 | \$ 269,007 | \$ 166,126 |
| EXPENDITURES (YTD) | (166,231) | (195,769) | 29,538 |
| NET OPERATING CHANGE | \$ 268,902 | \$ 73,238 | \$ 195,664 |
| AVERAGE MONTHLY EXPENDITURES | \$ 55,410 | \$ 65,256 | \$ 9,846 |
| PROJECTED EOY BASED ON AVERAGE | \$ 332,462 | \$ 448,345 | \$ 59,076 |

GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:

| | 12/31/2018 ACTUAL YEAR-TO-DATE | 12/31/2018 BUDGET YEAR-TO-DATE | FAVORABLE (UNFAVORABLE) VARIANCE |
|--|--------------------------------------|--------------------------------------|--|
| REVENUE: | | | |
| ASSESSMENTS-ON-ROLL (NET) | \$ 435,133 | \$ 269,007 | \$ 166,126 |
| MISCELLANEOUS REVENUE | - | - | - |
| EXPENDITURES: | | | |
| ADMINISTRATIVE EXPENDITURES | 47,190 | 95,171 | 47,981 |
| FIELD SERVICE EXPENDITURES - LANDSCAPE | 31,868 | 34,757 | 2,888 |
| FIELD SERVICE EXPENDITURES - STREETLIGHTS | 9,121 | 11,700 | 2,579 |
| FIELD SERVICE EXPENDITURES - POND MAINTENENACE | 1,485 | 1,500 | 15 |
| FIELD SERVICE EXPENDITURES - SECURITY | 900 | 1,400 | 500 |
| FIELD SERVICE EXPENDITURES - OTHER | 31,082.39 | 20,829.03 | (10,253) |
| AMENITY CENTER EXPENDITURES | 30,959 | 30,413 | (546) |
| UNBUDGETED EXPENDITURES | 13,626 | - | (13,626) |
| TOTAL EXPENDITURES | \$ 166,231 | \$ 195,769 | \$ 29,538 |

**HISTORICAL GENERAL FUND BUDGET VS ACTUAL EXPENDITURES
COMPARISON**



No New P.O.s

EXHIBIT 3.

RESOLUTION 2019-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PARK CREEK COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, ADDRESSING SEAT NUMBER DESIGNATIONS ON THE BOARD OF SUPERVISORS, AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting is required to be held within 90 days of the District’s creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, following proper publication and notice thereof, December 4, 2018, the owners of land within the District held a meeting for the purpose of electing supervisors to the District’s Board of Supervisors (“Board”); and

WHEREAS, at the December 4, 2018 meeting, the below recited persons were duly elected by virtue of the votes cast in their respective favor; and

WHEREAS, the Board, by means of this Resolution, desires to canvas the votes, declare and certify the results of the landowner’s election, and announce the Board Members, seat number designations on the Board.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PARK CREEK COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown below:

| | | | |
|-------|-------------|---------------|----------|
| _____ | _____ Votes | (4 year term) | Seat # 1 |
| _____ | _____ Votes | (4 year term) | Seat # 2 |
| _____ | _____ Votes | (2 year term) | Seat # 5 |

SECTION 3. Said terms of office commence on December 4, 2018.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect. To the extent the provisions of this Resolution conflict with the provisions of any other resolution of the District, the provisions of this Resolution shall prevail.

PASSED AND ADOPTED this 5th day of February, 2019.

ATTEST:

**PARK CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary
Print Name: _____

Chair/ Vice Chair
Print Name: _____

EXHIBIT 4.

RESOLUTION 2019-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF PARK CREEK
COMMUNITY DEVELOPMENT DISTRICT, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Park Creek Community Development District (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the County of Hillsborough; and

WHEREAS, the Board of Supervisors (hereinafter the “Board”) now desires to designate the Officers of the District per F.S. 190.006(6).

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

1. The following persons are elected to the offices shown, to wit:

| | |
|----------------------------------|---------------------|
| <u>Michael Lawson</u> | Chairman |
| <u>Doug Draper</u> | Vice-Chairman |
| <u>Paul Cusmano</u> | Secretary |
| <u>Patricia Comings-Thibault</u> | Treasurer |
| <u>Maik Aagaard</u> | Assistant Treasurer |
| <u>Janet Johns</u> | Assistant Secretary |
| <u>Lori Price</u> | Assistant Secretary |
| | Assistant Secretary |
| | Assistant Secretary |

2. This Resolution shall become effective immediately upon its adoption.

ATTEST:

**PARK CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary
Print Name:

Chair/ Vice Chair
Print Name:

EXHIBIT 5.



Park Creek CDD Waterway Inspection Report

Reason for Inspection: Routine Scheduled - Monthly

Inspection Date: 1/23/2019

Prepared for:

Mr. Paul Cusmano, District Manager

DPFG

15310 Amberly Drive, Suite #175

Tampa, Florida 33647

Prepared by:

Logan Bell, Account Representative/Biologist

Aquatic Systems, Inc. – Sun City Field Office

Corporate Headquarters

2100 N.W. 33rd Street, Pompano Beach, FL 33069

1-800-432-4302

Site: 1



Comments: Normal growth observed

Pond #1 looked good during the inspection performed on 1/23/19. Minor developing shoreline Creeping Water Primrose along the perimeter will be treated during our upcoming maintenance visits.

Site: 2



Comments: Site looks good

Pond #2 looked good during inspection with routine shoreline weed development, which will be scheduled for treatment during our upcoming visit.

Park Creek CDD Waterway Inspection Report

Site: 3



Comments: Normal growth observed

Pond #3 had developed minor submersed Babytears along the shallow perimeter, which will be monitored and treated as necessary as Babytears provides much needed water clarity and oxygen to the pond.

Site: 4



Comments: Normal growth observed

Minor development of perimeter filamentous algae, which appears to consist of two different species. Below the algae, Slender Spikerush, a native submersed plant has begun development, which will be monitored and treated as necessary.

Site: 5



Comments: Site looks good

Pond #5 looked good during inspection with new development of native Gulf Spikerush along the perimeter, as well as, some development of Fragrant Water Lilly.

Site: 6



Comments: Site looks good

Substantial erosion noted along the homeowners side of the bank of Pond #6 encroaching on the homeowners fence. No algae, invasive weeds, or submersed vegetation were noted within Pond #6.

Site: 7



Comments: Normal growth observed

Minor development of submersed Naiad within Pond #7, which will be monitored and treated as necessary to provide benefits associated with native submersed vegetation including increased oxygen, water clarity, and habitat.

Site: 8



Comments: Normal growth observed

Development of submersed Filamentous algae along the shoreline of Pond #8, which will be treated during our upcoming maintenance visits. Overall, the pond looked good during inspection.

Site: 9



Comments: Normal growth observed

Pond #9 was identified with low water levels throughout, which is leading to the development of submersed Slender Spikerush and algae as the depth is about 1-2 feet max. Treatment will be performed during our upcoming maintenance visit.

Site: 10



Comments: Normal growth observed

Pond #10 was identified with development of submersed Slender Spikerush, and algae along the surface, which will require treatment to be performed during our upcoming maintenance visits.

Management Summary

Overall, the ponds within the Park Creek CDD continue to display positive results following routine maintenance visits targeting invasive weeds, algae, and submersed vegetation. Submersed vegetation throughout the community has thrived during the recent months causing some of the growth to exceed standards, which will require treatment. Pond #4 and Pond #10 being the ponds that have developed the most significant growth, which was identified as native Slender Spikerush. Ponds #4 and #10 will require treatment to be performed during our upcoming maintenance visits. Pond #9 was also identified with submersed Slender Spikerush. Due to the shallow nature of Pond #9 growth is expected and will be treated as necessary as the water levels continue to drop. Pond #3 was identified with trace amounts of Babytears, a native submersed plant that provides benefits to associated water bodies. Lastly, Pond #7 was identified with minor development of submersed Naiad, which will be treated during our upcoming maintenance visits.

Algae was mainly identified within Ponds #4, #8, and #10. Ponds #4 and #10 displayed algae development on top of the submersed Slender Spikerush, which typically happens as the submersed weeds reach the surface and provide a pedestal for the algae to grow atop. Treatment for surface algae development will be scheduled for our upcoming maintenance visits and may require 10-14 days following application. Pond #8 was identified with algae along the benthos of the pond and will require treatment to be performed during our upcoming visit. Algae along the bottom can be indicative of elevated levels of phosphorus permeating from the bottom sediments. If the algae persists along the bottom a lake assessment may be formulated to identify what is causing the elevated growth levels.

The conditions of the water in your lake affects the health of every living thing in it. A comprehensive consultation begins right at the water's edge so that we can understand the current state of your lake, and what to begin testing for. Color, odor, algae, plants and other living organisms, even the neighborhood around the lake will tell a biologist a lot about your lake. Lakes often show deteriorating conditions due to increased urban influences, lake aging, and declining health or overuse of traditional treatment options that no longer work. Water quality testing will encompass all these factors and provide quantitative results that can be used and compared to provide long term solutions for your lakes.

Recommendations/Action Items

- Routine Maintenance.
- Continue to monitor all ponds for Algal growth and target on contact.
- Treat shoreline development as needed.
- Treat algae within Ponds #4, #8, and #10.
- Treat submersed vegetation within Ponds #4, #9, and #10.
- Continue to promote native vegetation throughout the community.

THANK YOU FOR CHOOSING ASI!

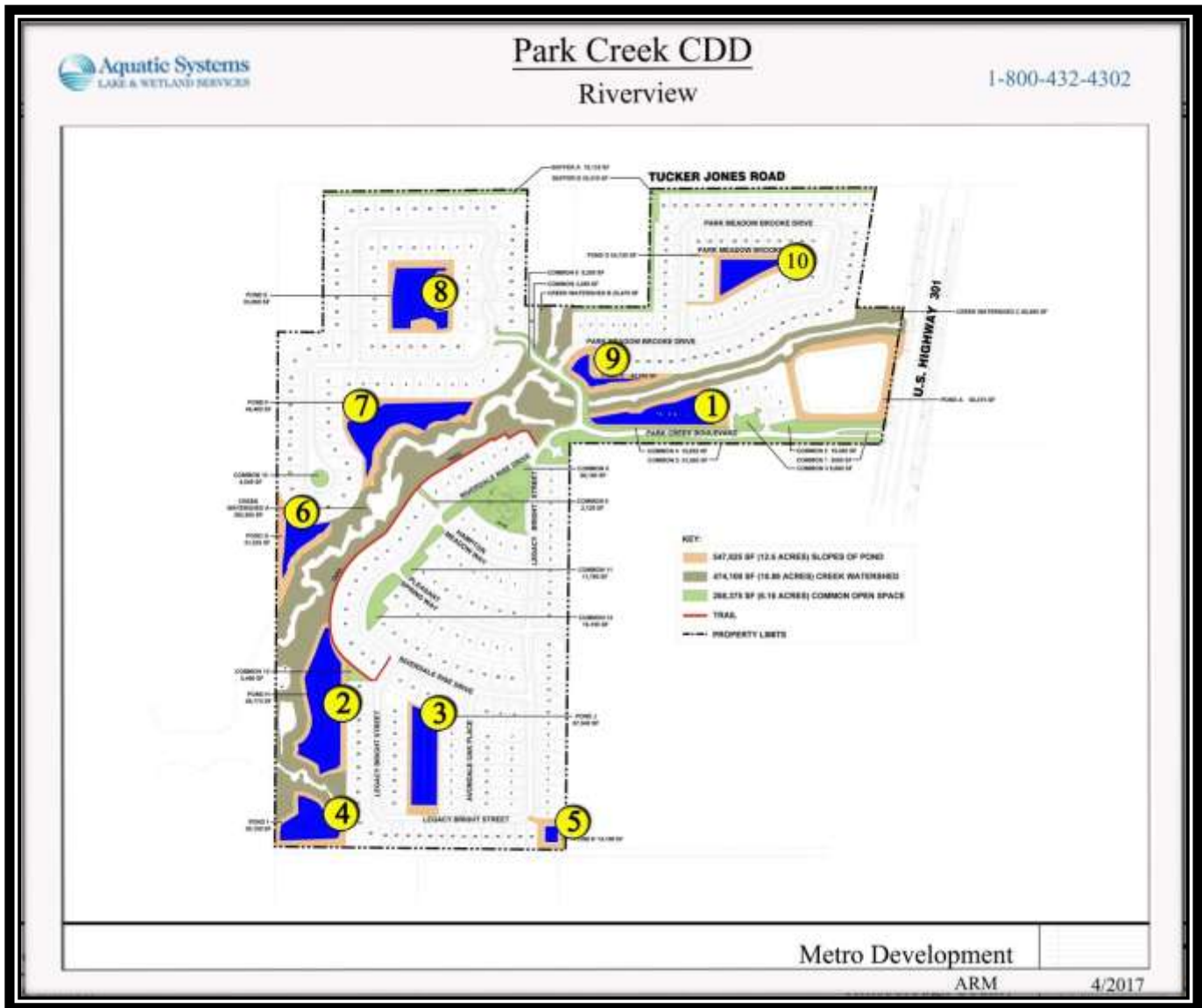


EXHIBIT 6.

Lake Services Proposal for Park Creek CDD



Partnership for Beautiful and Healthy Waterways



2100 NW 33rd Street • Pompano Beach, FL 33069
800-432-4302 • www.aquaticsystems.com

September 27, 2018

Mr. Paul Cusmano, District Manager
Park Creek CDD
c/o DPFG
15310 Amberly Drive, Suite #175
Tampa, Florida 33647

VIA EMAIL: paul.cusmano@dpfg.com

Dear Paul:

As requested, please find enclosed a *Special Services & Standard Lake Assessment Agreement* for **Park Creek CDD**.

Please sign the contract and return to us as soon as possible, so we may schedule your program.

If you have any further questions, concerns, or if there is any way I can be of assistance, do not hesitate to call.

We look forward to serving **Park Creek CDD**!

Sincerely,



Joshua F. McGarry
District Manager

JFM/lms

cc: Doug Agnew, Senior Consultant

Aquatic Systems, Inc.
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

Mr. Paul Cusmano, District Manager
Park Creek CDD
c/o DPF
15310 Amberly Drive, Suite #175
Tampa, Florida 33647
(813) 418-7473
paul.cusmano@dpfg.com

Special Services & Standard Lake Assessment Agreement
#00071290

Start Date: _____.

Date of proposal: September 27, 2018 JFM-AO

We are pleased to quote special pricing as follows:

Site: #1, Pond (0.53 Acres)

Equipment: Truck, Boat and Water Testing Equipment

| | |
|-----------------|---|
| Quantity | <u>Special Field Services:</u> |
| 1 | Phosphorus Jar Test: Includes (4) Total Phosphorus tests at varying Alum doses, pH titration and (1) Total Alkalinity. |
| 1 | <u>Standard Lake Assessment:</u> Water Column Profile with DO, Temp, (2) pH, Depth, Secchi with (2) Total Phosphorus, (2) Total Nitrogen, (2) Nitrogen Ammonia. |

Total Balance Due Upon Completion \$1,300.00

The above price is effective for 90 days from the date of this proposal.

Terms & Conditions of Special Services & Standard Lake Assessment 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. 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.
4. 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.

5. 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.
6. 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.
7. 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.
8. Upon the anniversary date, this Agreement shall automatically be extended for successive twelve-month periods, unless notice of non-renewal has been received by either party, in writing, at least thirty (30) days prior to the anniversary date. ASI may, with thirty (30) days' pre-notification, change pricing effective upon the next anniversary date.
9. 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.
10. 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

Date

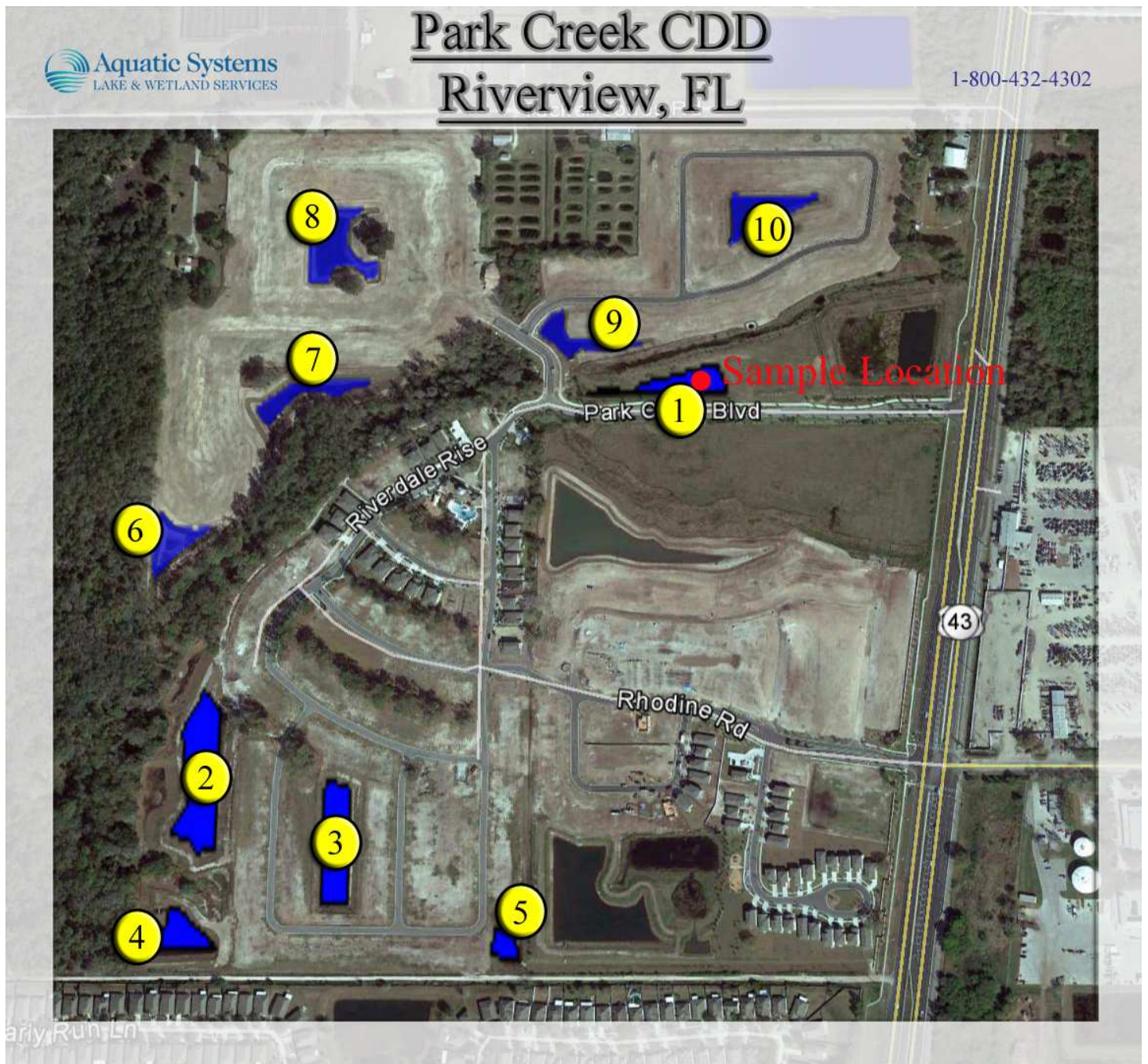
Print Name and Title of Signer

Print Company Name of Signer

Aquatic Systems, Inc. Signature

Date

Site Map



Our Commitment to Responsible Lake Management

Aquatic Systems has been effectively managing Florida lakes, ponds, wetlands and uplands using targeted treatments based on scientific research for over 40 years. Headquartered in Pompano Beach and operating throughout the state of Florida, we are committed to the restoration and maintenance of naturally occurring freshwater lakes and ponds, man-made storm water/pollution retention ponds, wetlands and preserves.

Our Commitment to You

We believe that forming long-lasting partnerships with our customers is key to attaining beautiful, healthy waterways for all to enjoy.

You can expect us to:

- Respond to all calls within 48 hours, our average is 97% response in under a day
- Deliver detailed reports after every visit
- Be available for board or community meetings to give presentations or just answer questions
- Propose and promote methods that are better for the environment and more cost effective over time

Environmental Mission

We hire degreed biologists with the knowledge and experience to continuously assess and make recommendations based upon the conditions present each time they enter your property for service.

In addition to the tests we run for customers, our team of scientists engage in ongoing research to learn why existing treatments are not always effective. Our goal is to find environmentally sound treatments that overcome this growing problem in the challenging Florida environment.

We use the observations of our service teams and the research from our labs to find and promote earth-friendly products and methods to treat both common and challenging water problems.

Your Personal Lake & Wetland Management Team



Doug Agnew

General Manager & Senior Consultant

B.S. in Environmental Studies, Richard Stockton College of New Jersey. 33 years' experience.



Josh McGarry

District Manager

A.A. Liberal Arts, University of Florida. 10 years' experience.



Matt Kramer

Regional Biologist & Project Manager

B.S. in Biology and Marine Science, University of Tampa. Five years' experience.



Sam Sardes

Weed Science Director, Certified Lake Professional

M.S. in Agronomy, University of Florida. Five years' experience.



Peter Simoes

Acct Rep - Regional Biologist

B.S. Environmental Studies, University of South Florida. Three years' experience.



Logan Bell

Acct Rep - Field Biologist

B.S. Candidate in Biology, University of South Florida. Five years' experience.



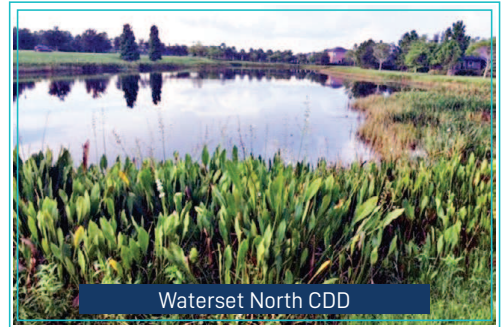
Jason Jaszczak

Service Manager

A.A.S. Fishery Science, Hillsborough Community College. Eight years' experience.

Your Local Area Satisfied ASI Customers

11 field offices throughout the state to service our customers



Waterset North CDD

Community Development District

Fishhawk Ranch CDD
Magnolia Park CDD
Waterset North CDD



Summerfield Master Community

Home Owners Association

Southshore Falls HOA
Summerfield Master Community
Sun City Center West Master Association



Renaissance Country Club

Golf Course

Cypress Creek Golf Club
Renaissance Country Club
Summerfield Crossing Golf Course



Southshore Falls

Retirement Communities

Southshore Falls

Aquatic Management Programs

Working in Florida Waterways Since 1977

Our beautiful Florida environments! We work and live in them every day! Aquatic Systems restores and maintains ponds, lakes, wetlands and preserves. Our exceptional results stem from using balanced and ecologically-compatible technologies.



Algae and Aquatic Weed Control

- Treatments targeted to the specific algae or plant in each water body
- Ongoing research to determine the underlying causes of overgrowth
- Scheduled treatments with management reporting
- Degreed, state certified and licensed aquatic technicians



Wetland and Upland Mitigation Services

- Design, creation and restoration of natural areas
- Exotic plant control and removal
- Mitigation management and government reporting
- Compliance violation correction services
- State certified and licensed natural areas field technicians



Midge Fly and Mosquito Control

- Treatment for year-round control of nuisance organisms: swarming midge flies, mosquito larvae, leeches and more
- State licensed and insured in public health pest control



Aquatic Lab and Field Testing and Research

- Experienced field biologists for field testing
- In-house labs for water quality testing and algae identification
- Aquatic weed science research lab to find better treatments
- Bathymetric mapping
- Easy to understand reports
- Staff biologist available for your questions



Vertex Lake Aeration and Floating Fountains

- Sales, installation, service and repair by well-trained technicians of:
 - Bottom diffused aeration systems to improve overall water quality
 - Custom design/build of floating fountains up to 60 horsepower with spectacular display heights from 10' to 100'



Fisheries Management

- Triploid grass carp to help control aquatic weeds
- Redear and bluegill help control midge flies
- Sport fish including largemouth bass, catfish and bluegill

Assessment Services

Lake Water Quality Testing and Research Services

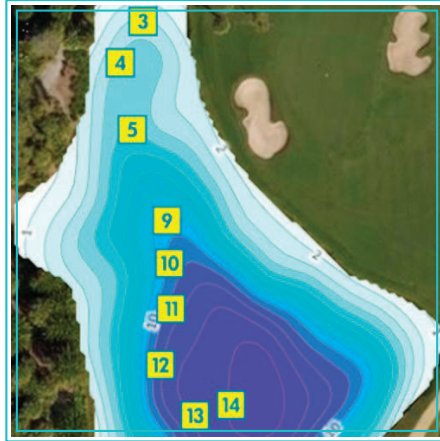
Aquatic Systems has a fully staffed, in-house laboratory to provide complete water testing services to our clients. Laboratory data have many uses; including determining suitability of water for recreation or for irrigation. All water chemistry and bacteria test reports include full explanations and an aquatic biologist is available at our laboratory to answer all your questions.

The team, shown below, consists of the top professionals in lake science and experienced regional biologists who receive ongoing training to perform all tests to the highest standards.



FIELD ASSESSMENT SAMPLING

From identifying potential source points for excessive nutrients to oxygen and temperature levels; your assessments are performed by our highly trained field biologists.



BATHYMETRIC LAKE MAPPING

How deep is your lake? How thick is the vegetation? A 3-D map of the lake will help us treat the water more efficiently and/or specify the most effective aeration system.



WATER QUALITY LAB

Water is more than H₂O. It is comprised of a multitude of nutrients and particulates. Our lab scientists can perform over 30 specialized tests to determine your water's true chemistry.



ALGAE IDENTIFICATION LAB

To treat the algae, it's important to know what type of algae you are having problems with. We can identify both the type of algae and whether or not it is toxic.



AQUATIC PLANT AND ALGAE LAB

Our in-house research lab studies difficult to control invasive species to find the most effective rate and types of treatments that minimize potential harm to the environment.



CONSULTING SERVICES

Our experts are available for water resource management presentations, or to just answer questions at your meetings. Continuing Education Units (CEUs) are also available.

EXHIBIT 7.

All American
LAWN & TREE SPECIALIST LLC
2817 Turkey Creek Road, Plant City, FL 33566
Ph: 813-571-0091 | Fax: 813-752-6677
www.AllAmericanLawnAndTree.com

SERVICE PROPOSAL
INDIVIDUAL / COMMERCIAL PROPERTY

**PARTIES: THIS AGREEMENT IS MADE BETWEEN ALL AMERICAN LAWN AND TREE SPECIALIST, LLC
AND PARK CREEK COMMUNITY DEVELOPMENT DISTRICT – PROPOSAL #20180719PC**

ALL AMERICAN LAWN & TREE SPECIALIST, LLC
REPRESENTATIVE: DANIEL BURRUEZO, JR
2817 TURKEY CREEK ROAD
PLANT CITY, FL 33566
PHONE: (813) 571-0091

PARK CREEK COMMUNITY DEVELOPMENT DISTRICT
REPRESENTATIVE: PAUL CUSMANO
2502 NORTH ROCKY POINT DRIVE, SUITE 1050
TAMPA, FL 33607

Effective Date: July 19, 2018

Additional Monthly Service Proposal: \$1,100.00

Additional Yearly Service Proposal: \$13,200.00

ACCEPTANCE OF PROPOSAL

*The following price, specifications, and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified.*

Signature: _____ Name: _____ Date: _____

Sales Representative: _____ Cell: _____ Date: _____

PARK CREEK CDD
PROPOSED CONTRACT ADDENDUM

Addendum to contract due to change in scope of work, additional mowing is required

SUMMARY

| | <u>Addtl. Monthly</u> | <u>Addtl. Annually</u> |
|--|-----------------------|------------------------|
| General Services | | |
| Mowing Service: | \$1,100.00 | \$13,200.00 |
| Section 4 – Two (2) ponds Along Jeb Tucker Road | | |
| <hr/> | | |
| Additional Service Total | \$1,100.00 | \$13,200.00 |

EXHIBIT 8.



CISTECH Inc.
13777 Belcher Road South
Largo, FL 33771

Proposal

Proposal Date: 9/14/2018
Proposal #: 1581

ET11000988

Park Creek CDD
2502 North Rocky Point Dr.
Suite 1050
Tampa FL 33607

| Qty | Description | Rate |
|--|---|---|
| | Key Pad Integration | |
| | This integration requires in some of the key pad location to add a surface mount 2x4 bell box and a keypad hood | |
| | Front Gate | |
| 1 | Surface Mount Weatherproof Key Pad | 324.75 |
| | Playground Gate | |
| 1 | Surface Mount Weatherproof Key Pad | 324.75 |
| | Parking Lot Gate | |
| 1 | Surface Mount Weatherproof Key Pad | 324.75 |
| 6 | Installation Repair Fee Set up, and programing. | 95.00 |
| This proposal is good for 30 days. 50% Deposit required at time of acceptance. Remaining balance due upon installation completion | | Subtotal before sales tax \$1,544.25 |
| | | Sales Tax (7.0%) \$0.00 |
| | | Total Project Investment \$1,544.25 |

Customer Signature / Date _____

EXHIBIT 9.



INTELLIGENT SECURITY SOLUTIONS
CLOSED CIRCUIT TELEVISION
ACCESS CONTROL SYSTEMS

PREVENTATIVE MAINTENANCE AGREEMENT

1. PARTIES: The parties identified immediately below enter into this PREVENTATIVE MAINTENANCE AGREEMENT (“Agreement”) to become effective as indicated in: Duration” of this Agreement.

The first party or “CISTech”:
A Florida corporation, located at
13777 Belcher Road South
Largo, FL 33771

The second party or “Client”:

Client: (full legal name)

Primary contact:

Park Creek CDD

Paul Cusmano

Address:

Phone:

250 International Parkway, Suite 280 Lake Mary, Florida 32746

813-418-7473

Service Address:

10316 Riverdale Rise Drive Riverview Fl 33578

2. CHARGES FOR SERVICES:

\$1,228.75

+ Sale Tax

\$0

= \$1,228.75

Monthly Payment

\$102.40

- A.** This Agreement will automatically renew for successive 12-month periods unless either party notifies the other, not less than 30 days prior to the end of the existing term, that the party does not wish to renew the Agreement.
- B.** Client agrees to pay CISTech one and one half (1.5) times the hourly rate or daily rate for all hours worked on the following holidays: New Years Day, Memorial Day, Easter, Independence Day, Labor Day, Thanksgiving, and Christmas Day.
- C.** Client will pay CISTech a rate of \$125.00 per hour for all time expended in connection with viewing, transferring video or assisting with equipment in any way connected with the client property not associated with the regular scope of providing preventative maintenance.

3. DURATION OF AGREEMENT: The services described in this Agreement shall begin on January 1, 2019 and continue for one year.

13777 Belcher Road South, Largo, FL 33771
727-431-3213 * Fax 727-449-1269
www.cismonitoring.com

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CISTECH _____ CLIENT _____



4. LOCATION OF SERVICES:

A. CISTech will provide preventative maintenance services located on or about the Client's property located at the physical address identified immediately below ("Property").

B. Agreement covers the equipment identified:

Recording Device
Dome Cameras
Bullet Cameras
Audio System
Battery backup
Monitor
Access Control
Readers or Key pads
Electronic Locks
Brackets

5. BILLING AND PAYMENT PROCEDURES:

- A.** Client agrees to pay the first month's payment to CISTECH prior to the beginning of any services contemplated in this Agreement. The amount of such shall be the same monthly rate as in Section "Charges for Services" of this Agreement
- B.** CISTECH will bill the client on a monthly, (30) day billing cycle.
- C.** All invoices are due when rendered.
- D.** All balances more than 30 days old will be subject to a service charge of one and one half percent (1.5%) per month applied to the overdue balance.
- E.** Client will pay CISTECH for all its collection costs, including but not limited to, reasonable attorney's fees incurred in pre-litigation, litigation, appellate and bankruptcy related to work and all court costs and litigation related expenses, expended in an effort to protect or enforce CISTECH' rights under this Agreement.
- F.** Client will pay a \$50.00 service charge for checks returned due to insufficient funds.

6. STATEMENT AND SCOPE OF SERVICES:

- A. CISTECH Responsibilities.** Three times per year, CISTECH will perform the following inspections and maintenance of the Equipment:
Includes one additional Service Call at zero cost to the Client (Does not include part and labor)
 - 1. Clean camera housings.
 - 2. Clean and adjust lenses.
 - 3. Check for loose connections.

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4. Test backup power supply.
5. Review recorded daytime and nighttime video for quality.
6. Check for software upgrades for the video recording device(s),
7. Check programming of the video recording device(s).
8. Check resolution, pictures per frame, and recording quality settings of the video recording device(s).
9. Check the monitor's picture quality and check for picture burn-in.
10. Analyze video storage capacity usage.
11. Clean component lock boxes and change air filters where applicable.
12. Backup system cards
13. Check all gates and make sure all gates are closing properly
14. Magnetic Locks are align and secure
15. Gates brackets are secure
16. Hinges are properly fasten and adjusted

- B. Client Responsibilities.** Client will make the premises available to CISTECH during normal business hours as needed for inspection and maintenance of the Equipment.
- C.** Client will pay the maintenance payments, plus all applicable sales taxes, on or before each due date.
- D.** Client will have a point of contact available on site at the time of scheduled preventative maintenance dates.
- E.** Client acknowledges cameras and related equipment by their nature are subject to mechanical, electrical, or environmental failure, and that internet or other connections to the equipment are also subject to mechanical, electrical, or environmental failure. Nothing in this Agreement imposes any obligation upon CISTECH to maintain cameras, connections, or any associated hardware or software except those listed within this agreement. In the event CISTECH observes failure in any camera, connection, or associated hardware or software, CISTECH shall make reasonable efforts to notify, in a timely manner, a point of contact identified by the Client of such failure. CISTECH shall have no other obligation under this Agreement beyond attempting to make this notification. Client recognizes that some failures may not be immediately correctible and Client agrees CISTECH shall not be responsible for providing services under this agreement to any affected area until the failure is corrected.
- F.** Client acknowledges that CISTECH is not an insurer and that CISTECH has made no representation, guaranty, or warranty regarding the effectiveness of its preventative maintenance agreement of Client's cameras and related equipment. CISTECH expressly disclaims any implied warranties, including implied warranties of merchantability and fitness for a particular purpose. Client accepts responsibility for any and all insurance to protect itself from damages that may result from mechanical failure, environmental failure, loss of power, loss of internet connection, acts of God, criminal activity, including property damage, loss of business, and personal injuries.
- G.** Client understands that CISTECH will not be responsible for any damage or injuries caused by the malfunction or failure of any equipment owned, leased, or whose maintenance is controlled by, Client or any third party.

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7. EXCLUSIVE SERVICES: So that CISTECH may effectively provide the services contemplated in this Agreement, Client agrees that no other camera or related equipment company or vendor or person will be used unless provided by CISTECH.

8. CANCELLATION AND SUSPENSION:

- A. During the first year this Agreement is in effect, Client may cancel this Agreement for cause by mailing a 30-day written notice to the other party.
- B. After the first year this Agreement is in effect, Client may cancel this Agreement at any time for any reason by mailing a 30-day written notice to the other party.
- C. CISTECH may cancel this Agreement at any time, for cause, by giving 24 hour written or fax notice to be sent to the other party. When the 24-hour period includes a non-business day, it shall be extended to the next business day.
- D. CISTECH may suspend its provision of services hereunder during any period of time when the Client is in default of its payment obligations hereunder by giving the Client 24 hour's written or telephonic notice.

9. NON-SOLICITATION BY CLIENT OF CISTECH PERSONNEL:

- A. Client acknowledges that CISTECH has gone to considerable expense to recruit and train its employees, has imparted to them specialized knowledge, and that this expense and knowledge have value, just compensation for which is difficult or impossible to determine.
- B. Client agrees that it will not solicit for employment, any person who is employed by CISTECH, nor shall it hire any person who was employed by CISTECH within one year of the anticipated hire date. For the purposes of this section of this Agreement solicitation for employment shall also include solicitation for any work as an independent contractor, as a consultant, or in any other such capacity where our employee or former employee is providing some good or service to Client in return for any compensation from Client, whether directly or indirectly, that is outside the existing employer-employee relationship CISTECH has or had with the current or former employee or is outside the existing relationship of the parties to this Agreement. Hiring a current or former employee of CISTECH, as contemplated in this section of this Agreement, shall constitute a material breach of this Agreement and CIS shall be entitled to enforce its rights and seek relief.
- C. Client recognizes that current and/or former employees of CISTECH may be under a restrictive covenant or covenants with CISTECH and that these restrictive covenants may include terms that prohibit the current or former employee of CISTECH from soliciting or accepting employment with Client. Client shall not interfere with any effort of CISTECH to enforce the terms of any such restrictive covenant. Client shall hold CISTECH harmless from any loss or damages that may incur to Client as a result of CISTECH enforcing any such restrictive covenant.

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CISTECH _____ CLIENT _____



THIS AGREEMENT IS NOT A WARRANTY FOR SERVICES, PARTS OR LABOR: CISTECH is not responsible for problems caused by acts of God or nature, including but not limited to wind, rain, floods, lightning, power surges, falling trees, animals, misuse or abuse of the equipment by Client or one of its employees, agents, or contractors, or third parties, criminal acts, including theft and vandalism. This agreement does not provide any replacement of parts or equipment or cover labor for any repairs whatsoever. Client will pay CISTECH's standard rates for labor and repairs with Client's prior approval. This Preventative Maintenance Agreement shall in no way be construed to be a warranty of any kind.

EXECUTION:

CLIENT:

CISTECH

Signature

Signature

Print Name / Title

Print Name / Title

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CISTECH _____ CLIENT _____



- D.** Notwithstanding any provisions of this section of this Agreement or the provisions of Article 11 of this Agreement, Client agrees that a fixed sum as liquidated damages in the amount of ten thousand dollars (\$10,000) bears a reasonable relationship and is proportionate to the value of the expense and knowledge lost to CISTECH when a CISTECH employee is hired by Client as contemplated in this section of this Agreement and agrees to compensate CISTECH by that amount, cumulatively or in addition to any other sanctions or relief that may be imposed.
- E.** This clause shall survive this agreement by a period of one year and shall extend for any length of time Client is in breach of any of its provisions.

10. INDEMNIFICATION: CISTECH IS NOT AN INSURER.

- A.** Client agrees that CISTECH will not be responsible for and Client hereby waives, releases, and discharges CISTECH from all liability to the Client for any and all loss and damage including personal injury damages, property damages, and all other damages including punitive damages, whether caused by the negligence of CISTECH or otherwise, unless such loss or damage is directly caused by the grossly negligent act or willful misconduct of a CISTECH employee, agent, or contractor. Client also acknowledges that this Agreement does not create an independent obligation on the part of CISTECH to any person not a party to this Agreement. This paragraph shall apply only to this agreement and shall not apply to any other agreements by and between the parties.

11. FORCE MAJEURE: Any delays in or failures of performance by CISTECH will not constitute default hereunder or give rise to any claims for damages, if and to the extent such delays or failures of performance are caused by occurrences of Force Majeure. For purposes of this Service Agreement, Force Majeure is defined as any act, event, or circumstance that is not reasonably within the control of CISTECH and that, by the exercise of due diligence, CISTECH will not have been able to avoid or overcome, including without limitation, acts of God, acts of the public enemy, Laws and Regulations, wars or warlike action (whether actual or impending) arrests and other restraints of government (civil or military), blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, sabotage, named tropical storms and hurricanes, civil disturbances, tidal waves, explosions, confiscation or seizure by any government or other public authority, strikes, lockouts, wars or warlike actions (whether actual or impending), arrests and other restraints of government (civil or military), and any other causes, whether of the kind herein enumerated or otherwise, that are not reasonably within the control of CISTECH and that could not have been overcome by the exercise of ordinary diligence. CIS will notify the Client with reasonable promptness of the existence of any such Force Majeure and the probable duration thereof, and will provide the Client from time to time with updated information concerning same. CISTECH will make reasonable efforts to remove the cause of Force Majeure or continue to provide services under its circumstances

12. WAIVER OF JURY TRIAL: Client agrees that any controversy which may arise under this Agreement or out of the relationship established by this Agreement would involve complicated and difficult factual and legal issues and that, therefore, any action brought by either party, alone or in combination with others, against CISTECH, whether arising out of this Agreement or otherwise, shall be determined by a Judge sitting without a jury.

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CISTECH _____ CLIENT _____