

***PARK CREEK  
COMMUNITY DEVELOPMENT DISTRICT***

***Advanced Meeting Package***

***Regular Meeting***

***Wednesday  
August 12, 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.***

# Park Creek Community Development District

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Board of Supervisors  
**Park Creek Community Development District**

Dear Board Members:

A Meeting of the Board of Supervisors of the Park Creek Community Development District is scheduled for **Wednesday, August 12, 2020 at 6:00 p.m.**

*Due to current issues related to COVID-19, the Florida Governor released Executive Order 20-69 (as extended by Executive Order 20-150 and again by Executive Order 20-179) 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: 853 7741 3120**  
**Password: 882233**

*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  
813-374-9104

Cc: Attorney  
Engineer  
District Records

District: **PARK CREEK COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Wednesday, August 12, 2020

Time: 6:00 PM

Location: Via Zoom teleconference  
Due to COVID 19  
Per Gov Exec Order 20-69

Dial-in Number: 929-205-6099

Meeting ID: 853 7741 3120#

### ***Agenda***

**I. Roll Call**

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

**III. Consent Agenda**

- A. Approval of Regular Meeting Minutes from June 11, 2020
- B. Acceptance of the Unaudited May-June 2020 Financial Statements
- C. Acceptance of the 2019 Financial Audit Report

**IV. Business Matters**

- A. Public Hearing for FY 2020-2021 Budget and Assessments Exhibit 1
  - 1. Open Public Hearing
  - 2. Review Budget
  - 3. Public Comments
  - 4. Close Public Hearing
- B. Consideration and Approval of Resolution 2020-06 Adopting Final Budget for FY 2020-2021 Exhibit 2
- C. Consideration and Approval of Resolution 2020-07 Imposing & Levying O&M Assessments for FY 2020-2021 Exhibit 3

**V. Administrative Matters**

- A. Ratify POs and contracts Exhibit 4

**VI. Staff Reports**

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

**VII. Supervisors Requests**

**VIII. Audience Comments – New Business** – *(limited to 3 minutes per individual for non-agenda items)*

**IX. Adjournment**

## **EXHIBIT 1.**

**EXHIBIT 2.**

## RESOLUTION 2020-06

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PARK CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager submitted, prior to June 15<sup>th</sup>, to the Board of Supervisors (“**Board**”) of the Park Creek Community Development District (“**District**”) a proposed budget for the next ensuing budget year (“**Proposed Budget**”), along with an explanatory and complete financial plan for each fund, pursuant to the provisions of Sections 189.016(3) and 190.008(2)(a), Florida Statutes;

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

**WHEREAS**, the Board held a duly noticed public hearing pursuant to Section 190.008(2)(a), Florida Statutes;

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least 2 days before the public hearing pursuant to Section 189.016(4), Florida Statutes;

**WHEREAS**, the Board is required to adopt a resolution approving a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year pursuant to Section 190.008(2)(a), Florida Statutes; and

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

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:**

#### **Section 1. Budget**

- a. That the Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s records office, and hereby approves certain amendments thereto, as shown below.
- b. That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2019-2020 and/or revised projections for fiscal year 2020-2021.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District’s records office and identified as “The Budget for the Park

Creek Community Development District for the Fiscal Year Beginning October 1, 2020, and Ending September 30, 2021”.

- d. The final adopted budget shall be posted by the District Manager on the District’s website within 30 days after adoption pursuant to Section 189.016(4), Florida Statutes.

**Section 2. Appropriations.** There is hereby appropriated out of the revenues of the District (the sources of the revenues will be provided for in a separate resolution), for the fiscal year beginning October 1, 2020, and ending September 30, 2021, the sum of \$\_\_\_\_\_, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

Total General Fund	\$ _____
Total Debt Service Funds	\$ _____
<b>Total All Funds*</b>	<b>\$ _____</b>

\*Not inclusive of any collection costs or early payment discounts.

**Section 3. Budget Amendments.** Pursuant to Section 189.016(6), Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. Any other budget amendments shall be adopted by resolution and be consistent with Florida law. This includes increasing any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section and Section 189.016, Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraphs c. above are posted on the District’s website within 5 days after adoption pursuant to Section 189.016(7), Florida Statutes.

**Section 4. Effective Date.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**Passed and Adopted on August 12, 2020.**

Attested By:

**Park Creek Community  
Development District**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Michael Lawson  
Chair of the Board of Supervisors

**Exhibit A: FY 2020-2021 Adopted Budget**



## **EXHIBIT 3.**

## RESOLUTION 2020-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PARK CREEK COMMUNITY DEVELOPMENT DISTRICT IMPOSING ANNUALLY RECURRING OPERATIONS AND MAINTENANCE NON-AD VALOREM SPECIAL ASSESSMENTS; PROVIDING FOR COLLECTION AND ENFORCEMENT OF ALL DISTRICT SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENT OF THE ASSESSMENT ROLL; PROVIDING FOR CHALLENGES AND PROCEDURAL IRREGULARITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Park Creek Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

**WHEREAS**, the District is located in Hillsborough County, Florida (“**County**”);

**WHEREAS**, the Board of Supervisors of the District (“**Board**”) hereby determines to undertake various activities described in the District’s adopted budget for fiscal year 2020-2021 attached hereto as **Exhibit A (“FY 2020-2021 Budget”)** and incorporated as a material part of this Resolution by this reference;

**WHEREAS**, the District must obtain sufficient funds to provide for the activities described in the FY 2020-2021 Budget;

**WHEREAS**, the provision of the activities described in the FY 2020-2021 Budget is a benefit to lands within the District;

**WHEREAS**, the District may impose non-ad valorem special assessments on benefited lands within the District pursuant to Chapter 190, Florida Statutes;

**WHEREAS**, such special assessments may be placed on the County tax roll and collected by the local Tax Collector (“**Uniform Method**”) pursuant to Chapters 190 and 197, Florida Statutes;

**WHEREAS**, the District has, by resolution and public notice, previously evidenced its intention to utilize the Uniform Method;

**WHEREAS**, the District has approved an agreement with the County Property Appraiser (“**Property Appraiser**”) and County Tax Collector (“**Tax Collector**”) to provide for the collection of special assessments under the Uniform Method;

**WHEREAS**, it is in the best interests of the District to proceed with the imposition, levy, and collection of the annually recurring operations and maintenance non-ad valorem special assessments on all assessable lands in the amount contained for each parcel’s portion of the FY 2020-2021 Budget (“**O&M Assessments**”);

**WHEREAS**, the Board desires to collect the annual installment for the previously levied debt service non-ad valorem special assessments (“**Debt Assessments**”) in the amounts shown in the FY 2020-2021 Budget;

**WHEREAS**, the District adopted an assessment roll as maintained in the office of the District Manager, available for review, and incorporated as a material part of this Resolution by this reference (“**Assessment Roll**”);

**WHEREAS**, it is in the best interests of the District to certify the Assessment Roll to the Tax Collector pursuant to the Uniform Method; and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:**

**Section 1. Benefit from Activities and O&M Assessments.** The provision of the activities described in the FY 2020-2021 Budget confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the O&M Assessments allocated to such lands. The allocation of the expenses of the activities to the specially benefited lands is shown in the FY 2020-2021 Budget and in the Assessment Roll.

**Section 2. O&M Assessments Imposition.** Pursuant to Chapter 190, Florida Statutes and procedures authorized by Florida law for the levy and collection of special assessments, the O&M Assessments are hereby imposed and levied on benefited lands within the District in accordance with the FY 2020-2021 Budget and Assessment Roll. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.

**Section 3. Collection and Enforcement of District Assessments.**

- a. **Uniform Method for all Debt Assessments and all O&M Assessments.** The collection of all Debt Assessments and all O&M Assessments for all lands within the District, shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in the Assessment Roll. All assessments collected by the Tax Collector shall be due, payable, and enforced pursuant to Chapter 197, Florida Statutes.
- b. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**Section 4. Certification of Assessment Roll.** The Assessment Roll is hereby certified and authorized to be transmitted to the Tax Collector.

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

**Section 6. Assessment Challenges.** The adoption of this Resolution shall be the final determination of all issues related to the O&M Assessments as it relates to property owners whose benefited property is subject to the O&M Assessments (including, but not limited to, the determination of special benefit and fair apportionment to the assessed property, the method of apportionment, the maximum rate of the O&M Assessments, and the levy, collection, and lien of the O&M Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 30 days from adoption date of this Resolution.

**Section 7. Procedural Irregularities.** Any informality or irregularity in the proceedings in connection with the levy of the O&M Assessments shall not affect the validity of the same after the adoption of this Resolution, and any O&M Assessments as finally approved shall be competent and sufficient evidence that such O&M Assessment was duly levied, that the O&M Assessment was duly made and adopted, and that all other proceedings adequate to such O&M Assessment were duly had, taken, and performed as required.

**Section 8. Severability.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**Section 9. Effective Date.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**Passed and Adopted on August 12, 2020.**

Attested By:

**Park Creek Community  
Development District**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Michael Lawson  
Chair of the Board of Supervisors

**Exhibit A: FY 2020-2021 Budget**

**EXHIBIT 4.**



July 8, 2020

Park Creek CDD  
Tonya Elliott-Moore  
15310 Amberly Drive  
Tampa, FL 33647

RE: Troubleshoot lights at amenity  
Ruskin, FL

Tonya,

Reed Electric, LLC respectfully submits this proposal in conjunction with electrical work to be performed at the above referenced project.

The following is included in this proposal:

**Scope of work:**

Furnish labor and material for electrical installation including:

- Replace lighting control timeclock.
- Replace (7) CFL lamps in existing ceiling lights
- Install photocell control for pool lights
- Install LV transformer, and replace (4) 24VDC landscape light fixtures with new 12VAC fixtures mounted on post.

**Additional information:**

- All work will be done during normal operating hours.

**Exclusions:**

Directional boring, overtime, premium time, facility escort fees, quick ship fees, engineering, permitting, bonding, repair of drywall, concrete, asphalt, plants, landscaping, usage and utility fees, lightning protection, security, ethernet, CCTV, sound, access systems.

The price for the work described above will be **\$2,442.85**

1. Prices are firm until 8/7/2020.

2. Our pricing structure is based upon payment of invoices within thirty (30) days. Invoicing will be issued prior to the end of each month, and will be calculated on the percent complete in each category.
3. Payment retention is not part of this proposal or pricing structure.
4. Owner/contractor will be in default if any payment called for under this agreement and all authorized change orders becomes past due, if any written agreement made by the owner/contractor is not promptly performed, if any conditions warranted by the owner/contractor prove to be untrue, or the failure of the owner/contractor to comply with any of the conditions of this agreement. In the event of the owner/contractor default, the Electrical Contractor may: 1) Suspend work and remove uninstalled Electrical Contractor's material or equipment from the premises. The owner/contractor agrees that Electrical Contractor may enter upon owner/contractor property for the purpose of repossessing such material or equipment without liability to owner/contractor for trespassing or any other reason. 2) The Electrical Contractor may retain all money paid hereunder, regardless of the stage of completion of the work and bring any appropriate action in court to enforce its rights. 3) The owner/contractor agrees to pay all costs and fees (including fees incurred in connection with appeals) incurred by Electrical Contractor in enforcing his rights under this proposal.
5. Electrical Contractor shall not be liable for failure to perform if prevented by strikes or other labor disputes, accidents, acts of god, governmental or municipal regulation or interference, shortages of labor or materials, delays in transportation, non-availability of the same from manufacturer or supplier, or other causes beyond the Electrical Contractor's control. In no event shall the Electrical Contractor be liable for special or consequential damages whatsoever or however caused.
6. This proposal does not include cost of trash removal, concrete, forming, painting, patching, trenching core drilling, venting and sealing of roof penetrations. All waste created by Electrical Contractor will be removed to a specific area on the construction site as instructed by the owner/contractor.
7. This agreement includes the installation of fixtures furnished by others, if fixtures are on the job at the time of the electrical trim out. Electrical Contractor shall not be responsible for owner-supplied fixtures due to losses related to theft, damage, vandalism, warranty, or any associated storage expenses. This agreement does not include: 1) Warranty of fixtures supplied by others. 2) Assembly of fixtures supplied by others. 3) Fixtures weighing more than 50 pounds.
8. All material and equipment supplied by the Electrical Contractor shall be warranted by the manufacturer and will be installed in a manner consistent with standard practices at this time.
9. Any payments not received within 30 days of invoice date should be considered past due and will accrue an additional interest charge at 1.5% per month of the unpaid balance until paid in full. No work shall be performed (including warranty) if any invoice is past due (including change orders). In addition, no release of lien shall be signed unless all payments are paid in full.
10. Customer agrees to pay a service charge of \$25.00 each time a check is returned to the Electrical Contractor.
11. Warranty shall only apply to the electrical installation of the material, fixtures, equipment, and other items supplied by the Electrical Contractor. Warranty shall not apply to material, fixtures, equipment, and other items supplied by others. Warranty shall not apply to extensions or additions to the original installation if made by others. Warranty shall commence from the final electrical inspection date for a maximum period of one year. No warranty work shall be performed if any invoice is past due, including change orders.
12. Notwithstanding any provision herein to the contrary, in the event that, during the performance of this agreement, the price of copper wire and cables, aluminum wire and cables, steel conduit and/or any other necessary commodities significantly increases, through no fault of electrical contractor, the price of any materials, components, or goods to be furnished under this agreement shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding three percent (3%) experienced by electrical contractor from the date of the execution of this agreement. Such price increases shall be documented through commercial quotes, invoices, receipts or other such documentation. Where the delivery of materials, components, or goods required under this agreement is delayed, through no fault of electrical contractor, as a result of the shortage or unavailability of commodities, raw materials, components and/or products, electrical contractor shall not be liable for any additional costs or damages associated

with such delay(s).

13. Work will be scheduled upon receipt of necessary information, and a signed proposal. Direction to proceed whether written or oral will be deemed as the acceptance of all the terms and conditions contained in this document. Time allowed for completion will be based on a written schedule agreed to at the time the proposal is signed. Pricing is based on a normal 40 hour week schedule.  
If Reed Electric, LLC is delayed for any reason beyond its control, then the time for completion of the work shall be extended.
14. Insurance will be provided in accordance with the standard coverage limits maintained by Reed Electric, LLC on the date of acceptance of this proposal. Certificates will be available upon request.
15. Unless otherwise noted, engineering, express shipping, couriers, printing, specialized equipment, portable power, and similar services are not included. When outside services are used, they will be invoiced at cost plus 10% markup.
16. This proposal/ agreement will be governed under the laws of the State of Florida. Any controversy or claim arising out of or relating to this contract or a breach thereof, shall be settled by arbitration administered by the American Arbitration Association, and the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. As a condition precedent to arbitration, the parties will first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Rules.
17. This agreement shall remain in effect for 1 year from the date of signing of this agreement by the owner/ contractor, and Reed Electric, LLC.

If you have any questions regarding this proposal, please do not hesitate to call.

Respectfully,

Tim Reed

Manager  
Reed Electric, LLC

## Proposal Acceptance

I have read this document, including all attachments, and accept everything in its entirety. I understand that upon signing, this proposal and all initialed attachments, becomes a legally binding contract.

DPFG  
Tonya Elliott-Moore

Reed Electric, LLC  
Tim Reed

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(All attached initialed pages shall become a legally binding part of this agreement.)



Amenity lighting repairs  
7/8/2020

## Lore\_Yeira

---

**From:** Tonya\_Elliott-Moore  
**Sent:** Friday, July 10, 2020 11:48 AM  
**To:** Lore\_Yeira  
**Subject:** RE: Park Creek lighting

Yes please.

**Tonya Elliott Moore**  
District Manager



250 International Pkwy Suite 280,  
Lake Mary, FL 32746

Phone: 813-374-9104 Ext 4301

Email: [Tonya.Elliott-Moore@dpfg.com](mailto:Tonya.Elliott-Moore@dpfg.com)

Website: [www.dpfg.com](http://www.dpfg.com)

**BOARD SUPERVISORS - TO AVOID A POTENTIAL SUNSHINE LAW VIOLATION, PLEASE DO NOT "REPLY TO ALL" TO THIS E-MAIL - IF YOU HAVE QUESTIONS OR COMMENTS, PLEASE DIRECT THEM TO THE SENDING PARTY ONLY**

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**From:** Lore\_Yeira  
**Sent:** Friday, July 10, 2020 11:46 AM  
**To:** Tonya\_Elliott-Moore  
**Subject:** RE: Park Creek lighting

Hello Tonya,  
Would you like me to cut the po#?



Lore Yeira  
Associate Manager  
[Lore.yeira@dpfg.com](mailto:Lore.yeira@dpfg.com)

[www.dpfg.com](http://www.dpfg.com)

office: 813-418-7473 EXT 4303

**Board members should not respond to this e-mail with a "reply to all" to avoid possible non-compliance with the Sunshine Law or include any one Supervisor in the reply**

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**From:** Mike Lawson <[Mike@metrodg.com](mailto:Mike@metrodg.com)>

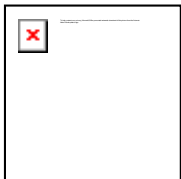
**Sent:** Friday, July 10, 2020 7:35 AM

**To:** Tonya\_Elliott-Moore <[tonya.elliott-moore@dpfg.com](mailto:tonya.elliott-moore@dpfg.com)>

**Cc:** Ken\_Joines <[ken.joines@dpfg.com](mailto:ken.joines@dpfg.com)>; Larry Krause <[larry.krause@dpfg.com](mailto:larry.krause@dpfg.com)>; Lore\_Yeira <[lore.yeira@dpfg.com](mailto:lore.yeira@dpfg.com)>

**Subject:** RE: Park Creek lighting

Tonya, OK to proceed.



**Mike Lawson** | Managing Director, Operations

METRO DEVELOPMENT GROUP

2502 N. Rocky Point Drive | Ste 1050 | Tampa, FL 33607

office: 813.288.8078 | mobile: 813.843.3875

[mike@MetroDevelopmentGroup.com](mailto:mike@MetroDevelopmentGroup.com)

[MetroDevelopmentGroup.com](http://MetroDevelopmentGroup.com) | [MetroPlaces.com](http://MetroPlaces.com)

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**From:** Tonya\_Elliott-Moore <[tonya.elliott-moore@dpfg.com](mailto:tonya.elliott-moore@dpfg.com)>

**Sent:** Thursday, July 9, 2020 5:49 PM

**To:** Mike Lawson <[Mike@metrodg.com](mailto:Mike@metrodg.com)>

**Cc:** Ken\_Joines <[ken.joines@dpfg.com](mailto:ken.joines@dpfg.com)>; Larry Krause <[larry.krause@dpfg.com](mailto:larry.krause@dpfg.com)>; Lore\_Yeira <[lore.yeira@dpfg.com](mailto:lore.yeira@dpfg.com)>

**Subject:** Fwd: Park Creek lighting

Mike,

One of Ms York's issues was no lighting being on in and around the amenity center and the pool. The electrician went out and identified the issues and provided a proposal to address them. Once all of this is back up and working we may need to add additional lights. But, we need to fix what is out there first.

There is funding available to perform this work.

Tonya

Sent from my iPhone

Begin forwarded message:

**From:** Tonya\_Elliott-Moore <[tonya.elliott-moore@dpfg.com](mailto:tonya.elliott-moore@dpfg.com)>

**Date:** July 8, 2020 at 7:46:11 AM EDT

**To:** Ken\_Joines <[ken.joines@dpfg.com](mailto:ken.joines@dpfg.com)>

**Subject:** Fwd: Park Creek lighting

Can Park creek afford this?

Sent from my iPhone

Begin forwarded message:

**From:** Tim Reed <[tim@reedelectricfl.com](mailto:tim@reedelectricfl.com)>  
**Date:** July 8, 2020 at 7:29:05 AM EDT  
**To:** Tonya\_Elliott-Moore <[tonya.elliott-moore@dpfg.com](mailto:tonya.elliott-moore@dpfg.com)>  
**Subject:** Park Creek lighting

Good morning Tonya.

I looked at the lights at Park Creek yesterday, and I found some items that need to be repaired:

- The timeclock that controls the lights is not keeping time, so there is no lighting schedule to turn lights on and off. This will need to be replaced and programmed
- There are several bulbs out in ceiling lights
- None of the landscape lights work. The existing lights are 24VDC. I recommend replacing the (4) fixtures with 12VAC and installing a LV transformer since the DC systems are problematic.
- The lights in the pool are always on, but seem to be dim (although it's hard to tell during the day). I recommend installing a photocell control so the pool lights are only on at night.

I have attached a proposal to address the items above. You had mentioned that the board was concerned about the lack of light in the amenity area, and there are no lights in the pool deck area so once everything is back up and working, we might need to look at adding some lights. Let me know if you have any questions.

Thanks,

**Tim Reed**

**Reed Electric, LLC**  
Office: (813) 501-5610  
Cell: (813) 428-4481

[Tim@reedelectricfl.com](mailto:Tim@reedelectricfl.com)  
[www.reedelectricfl.com](http://www.reedelectricfl.com)



July 6, 2020

Park Creek CDD  
Tonya Elliott-Moore  
15310 Amberly Drive  
Tampa, FL 33647

RE: Troubleshoot lights at amenity  
Ruskin, FL

Tonya,

Reed Electric, LLC respectfully submits this proposal in conjunction with electrical work to be performed at the above referenced project.

The following is included in this proposal:

**Scope of work:**

Furnish labor and material for electrical installation including:

- Troubleshoot controls for amenity center lights, and adjust timers/ sensors if necessary
- Check pool fixtures, ceiling lights, wall lights, landscape lights, and repair or recommend repairs if they will exceed NTE amount.

\*All work will be done during normal operating hours.

**Exclusions:**

Directional boring, overtime, premium time, facility escort fees, quick ship fees, bonding, repair of drywall, concrete, asphalt, plants, landscaping, usage and utility fees, lightning protection, security, ethernet, CCTV, sound, access systems.

The work described above will be done on a time and material basis not to exceed **\$600.00**

1. Prices are firm until 8/5/2020.
2. Our pricing structure is based upon payment of invoices within thirty (30) days. Invoicing will be issued prior to the end of each month, and will be calculated on the percent complete in each category.

3. Payment retention is not part of this proposal or pricing structure.
4. Owner/contractor will be in default if any payment called for under this agreement and all authorized change orders becomes past due, if any written agreement made by the owner/contractor is not promptly performed, if any conditions warranted by the owner/contractor prove to be untrue, or the failure of the owner/contractor to comply with any of the conditions of this agreement. In the event of the owner/contractor default, the Electrical Contractor may: 1) Suspend work and remove uninstalled Electrical Contractor's material or equipment from the premises. The owner/contractor agrees that Electrical Contractor may enter upon owner/contractor property for the purpose of repossessing such material or equipment without liability to owner/contractor for trespassing or any other reason. 2) The Electrical Contractor may retain all money paid hereunder, regardless of the stage of completion of the work and bring any appropriate action in court to enforce its rights. 3) The owner/contractor agrees to pay all costs and fees (including fees incurred in connection with appeals) incurred by Electrical Contractor in enforcing his rights under this proposal.
5. Electrical Contractor shall not be liable for failure to perform if prevented by strikes or other labor disputes, accidents, acts of god, governmental or municipal regulation or interference, shortages of labor or materials, delays in transportation, non-availability of the same from manufacturer or supplier, or other causes beyond the Electrical Contractor's control. In no event shall the Electrical Contractor be liable for special or consequential damages whatsoever or however caused.
6. This proposal does not include cost of trash removal, concrete, forming, painting, patching, trenching core drilling, venting and sealing of roof penetrations. All waste created by Electrical Contractor will be removed to a specific area on the construction site as instructed by the owner/contractor.
7. This agreement includes the installation of fixtures furnished by others, if fixtures are on the job at the time of the electrical trim out. Electrical Contractor shall not be responsible for owner-supplied fixtures due to losses related to theft, damage, vandalism, warranty, or any associated storage expenses. This agreement does not include: 1) Warranty of fixtures supplied by others. 2) Assembly of fixtures supplied by others. 3) Fixtures weighing more than 50 pounds.
8. All material and equipment supplied by the Electrical Contractor shall be warranted by the manufacturer and will be installed in a manner consistent with standard practices at this time.
9. Any payments not received within 30 days of invoice date should be considered past due and will accrue an additional interest charge at 1.5% per month of the unpaid balance until paid in full. No work shall be performed (including warranty) if any invoice is past due (including change orders). In addition, no release of lien shall be signed unless all payments are paid in full.
10. Customer agrees to pay a service charge of \$25.00 each time a check is returned to the Electrical Contractor.
11. Warranty shall only apply to the electrical installation of the material, fixtures, equipment, and other items supplied by the Electrical Contractor. Warranty shall not apply to material, fixtures, equipment, and other items supplied by others. Warranty shall not apply to extensions or additions to the original installation if made by others. Warranty shall commence from the final electrical inspection date for a maximum period of one year. No warranty work shall be performed if any invoice is past due, including change orders.
12. Notwithstanding any provision herein to the contrary, in the event that, during the performance of this agreement, the price of copper wire and cables, aluminum wire and cables, steel conduit and/or any other necessary commodities significantly increases, through no fault of electrical contractor, the price of any materials, components, or goods to be furnished under this agreement shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding three percent (3%) experienced by electrical contractor from the date of the execution of this agreement. Such price increases shall be documented through commercial quotes, invoices, receipts or other such documentation. Where the delivery of materials, components, or goods required under this agreement is delayed, through no fault of electrical contractor, as a result of the shortage or unavailability of commodities, raw materials, components and/or products, electrical contractor shall not be liable for any additional costs or damages associated with such delay(s).
13. Work will be scheduled upon receipt of necessary information, and a signed proposal. Direction to proceed whether written or oral will be deemed as the acceptance of all the terms and conditions contained in this document. Time

allowed for completion will be based on a written schedule agreed to at the time the proposal is signed. Pricing is based on a normal 40 hour week schedule.

If Reed Electric, LLC is delayed for any reason beyond its control, then the time for completion of the work shall be extended.

14. Insurance will be provided in accordance with the standard coverage limits maintained by Reed Electric, LLC on the date of acceptance of this proposal. Certificates will be available upon request.
15. Unless otherwise noted, engineering, express shipping, couriers, printing, specialized equipment, portable power, and similar services are not included. When outside services are used, they will be invoiced at cost plus 10% markup.
16. This proposal/ agreement will be governed under the laws of the State of Florida. Any controversy or claim arising out of or relating to this contract or a breach thereof, shall be settled by arbitration administered by the American Arbitration Association, and the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. As a condition precedent to arbitration, the parties will first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Rules.
17. This agreement shall remain in effect for 1 year from the date of signing of this agreement by the owner/ contractor, and Reed Electric, LLC.

If you have any questions regarding this proposal, please do not hesitate to call.

Respectfully,

Tim Reed

Manager  
Reed Electric, LLC

## Proposal Acceptance

I have read this document, including all attachments, and accept everything in its entirety. I understand that upon signing, this proposal and all initialed attachments, becomes a legally binding contract.

DPFG  
Tonya Elliott-Moore

Reed Electric, LLC  
Tim Reed

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(All attached initialed pages shall become a legally binding part of this agreement.)

## Lore\_Yeira

---

**From:** Tonya\_Elliott-Moore  
**Sent:** Tuesday, July 7, 2020 9:09 AM  
**To:** Lore\_Yeira; Ken\_Joines; Larry Krause  
**Cc:** Anderson\_Davis; Kelly\_Rowe  
**Subject:** FW: Park Creek CDD  
**Attachments:** Troubleshoot amenity lights.pdf

Lore please cut the PO for this. From the amenities line item.

### **Tonya Elliott Moore**

District Manager



250 International Pkwy Suite 280,  
Lake Mary, FL 32746

Phone: 813-374-9104 Ext 4301

Email: [Tonya.Elliott-Moore@dpfg.com](mailto:Tonya.Elliott-Moore@dpfg.com)

Website: [www.dpfg.com](http://www.dpfg.com)

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---

**From:** Tim Reed  
**Sent:** Monday, July 6, 2020 4:05 PM  
**To:** Tonya\_Elliott-Moore  
**Subject:** RE: Park Creek CDD

Tonya,

I have attached a proposal to troubleshoot the lights at the Park Creek amenity.

Thanks,

**Tim Reed**

**Reed Electric, LLC**

Office: (813) 501-5610

Cell: (813) 428-4481

[Tim@reedelectricfl.com](mailto:Tim@reedelectricfl.com)

[www.reedelectricfl.com](http://www.reedelectricfl.com)





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**From:** Tonya\_Elliott-Moore <[tonya.elliott-moore@dpfg.com](mailto:tonya.elliott-moore@dpfg.com)>

**Sent:** Monday, July 6, 2020 1:12 PM

**To:** tim <[tim@reedelectricfl.com](mailto:tim@reedelectricfl.com)>

**Cc:** Anderson\_Davis <[anderson.davis@dpfg.com](mailto:anderson.davis@dpfg.com)>; Kelly\_Rowe <[kelly.rowe@dpfg.com](mailto:kelly.rowe@dpfg.com)>; Larry Krause <[larry.krause@dpfg.com](mailto:larry.krause@dpfg.com)>; Ken\_Joiner <[ken.joiner@dpfg.com](mailto:ken.joiner@dpfg.com)>; Lore\_Yeira <[lore.yeira@dpfg.com](mailto:lore.yeira@dpfg.com)>

**Subject:** Park Creek CDD

Tim,

We have had the following complaint from a resident at Park Creek. Apparently lighting is installed, but doesn't come on.

Here is the note from the resident:

The amenity center is pitch black at night, which is why teenagers are getting into the area without being seen. There used to be lighting and that lighting needs to be turned back on. The pool light should be on. The front of the center should have lights that STAY ON at night. There are lighting fixtures, with bulbs, and they should be on. The trees have flood lights that have never come on. They should be on. How in the world can we have a charge for fixing an amenity light fixture when no lights are on???

Tim, can you go out to Park Creek and tell me why the lights aren't working?

**Tonya Elliott Moore**

District Manager



250 International Pkwy Suite 280,  
Lake Mary, FL 32746

Phone: 813-374-9104 Ext 4301

Email: [Tonya.Elliott-Moore@dpfg.com](mailto:Tonya.Elliott-Moore@dpfg.com)

Website: [www.dpfg.com](http://www.dpfg.com)

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## Proposal Submitted To:

## Description

*Thank you for your business!*

**Proposal valid for 30 days**

## Lore\_Yeira

---

**From:** Tonya\_Elliott-Moore  
**Sent:** Tuesday, June 23, 2020 5:04 PM  
**To:** Ken\_Joines; Edward Alba  
**Cc:** Kelly\_Rowe; Larry Krause; Lore\_Yeira  
**Subject:** RE: Park Creek - Pool and pool area

Lore,

Please cut the PO out Amenity Center Repairs & Maint and get it to Ed ASAP.

Thank you Ed.

**Tonya Elliott Moore**  
District Manager



15310 Amberly Drive Suite 175

Tampa, FL 33647

Phone: 813-374-9104 Ext 4301

Email: [Tonya.Elliott-Moore@dpfg.com](mailto:Tonya.Elliott-Moore@dpfg.com)

Website: [www.dpfg.com](http://www.dpfg.com)

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---

**From:** Ken\_Joines  
**Sent:** Tuesday, June 23, 2020 4:54 PM  
**To:** Tonya\_Elliott-Moore ; Edward Alba  
**Cc:** Kelly\_Rowe ; Larry Krause ; Lore\_Yeira  
**Subject:** RE: Park Creek - Pool and pool area

What's the amount?

Ken Joines  
[DPFG Management & Consulting LLC](#)  
Office 813-374-9104 x 4306

---

**From:** Tonya\_Elliott-Moore  
**Sent:** Tuesday, June 23, 2020 4:53 PM

**All American Lawn & Tree Specialist, LLC**

2817 Turkey Creek Road  
Plant City, FL 33566 US  
813-571-0091



## INVOICE

**BILL TO**

Park Creek CDD  
C/O DPFG District Manager  
205 International Pkwy  
Suite 280  
Lake Mary, FL 32746

**INVOICE #** 214895**DATE** 05/08/2020**TERMS** Net 30**SERVICE ADDRESS**

Park Creek

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>Irrigation Inspection</b> Irrigation Inspection - 5/8/20	1		0.00
	<b>Hunter MP Rotator</b> Rotator (MP) 90-210	4	11.02	44.08
	<b>Barbed Tee/Coupling/Elbow</b> Barbed Coup/Tee/Elbow	6	0.67	4.02
	<b>Irrigation labor</b> Labor (Irrigation Repairs) Replaced 4 MP Rotors and repaired drip lines	1	62.00	62.00

Thank you for your business - We appreciate it very much.

BALANCE DUE

**\$110.10**

We are back on our weekly lawn maintenance schedule! We hope your family is staying safe and healthy.

Check out our Facebook to learn more about your lawn and how you can improve your landscape!

<https://www.facebook.com/AALTSFL>



WALK-THROUGH DATE: 8-May-20 REPAIR DATE:

Park Creek		ADDRESS													NO.	PRICE	TOTAL
MATERIALS																	
Rotator (MP)	90-210	4													4	\$11.02	44.08
Barbed Coup/Tee/Elbow	drip hose	6													6	\$0.67	4.02

LABOR - PRIMARY :	\$	62.00	HOURS	1.00	X	1	MEN
		Time in:	0	Time out:		1	
		Total time:		1			

LABOR - ASSISTANT :	\$	37.00	HOURS	0.00	X	0	MEN
		Time in:	0	Time out:		0	
		Total time:		0			

TOTAL MATERIALS	\$	48.10
PRIMARY LABOR	\$	62.00
ASSISTANT LABOR	\$	0.00
TOTAL DUE	\$	110.10

WORK COMPLETED BY: Sean Clark

Notes: Replaced 4 MP Rotators  
Repaired Several Drip lines

## Lore\_Yeira

---

**From:** Tonya\_Elliott-Moore  
**Sent:** Monday, June 22, 2020 3:17 PM  
**To:** Lore\_Yeira  
**Cc:** Ken\_Joines  
**Subject:** RE: Approval needed

Approved.

**Tonya Elliott Moore**  
District Manager



15310 Amberly Drive Suite 175  
Tampa, FL 33647  
Phone: 813-374-9104 Ext 4301  
Email: [Tonya.Elliott-Moore@dpfg.com](mailto:Tonya.Elliott-Moore@dpfg.com)  
Website: [www.dpfg.com](http://www.dpfg.com)

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---

**From:** Lore\_Yeira  
**Sent:** Monday, June 22, 2020 3:05 PM  
**To:** Tonya\_Elliott-Moore  
**Cc:** Ken\_Joines  
**Subject:** Approval needed

Hello Tonya,  
I need your approval to process the attached invoices from All American on irrigation work for multiple CDD's.  
Thank you,  
Best regards,



Lore Yeira  
Associate Manager  
[Lore.yeira@dpfg.com](mailto:Lore.yeira@dpfg.com)

[www.dpfg.com](http://www.dpfg.com)

office: 813-418-7473 EXT 4303

**Board members should not respond to this e-mail with a "reply to all" to avoid possible non-compliance with the Sunshine Law or include any one Supervisor in the reply**

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## POND EROSION REPAIR AGREEMENT

This Pond Erosion Repair Agreement (the "**Agreement**"), is made as of June <sup>30</sup> 2020, by and between **Absolute Outdoors LLC**, a Florida limited liability company, whose mailing address is 12243 Garden Lake Circle, Odessa, Florida 33556 (the "**Contractor**"), and the **Park Creek Community Development District**, a local unit of special purpose government established and existing under Chapter 190, Florida Statutes, whose mailing address is 250 International Parkway, Suite 280, Lake Mary, Florida (the "**District**") for work to be performed pursuant to this Agreement.

### Background Information

The Contractor provides erosion repair services and has submitted a proposal dated May 26, 2020 to the District, attached hereto as **Exhibit "A"**. The District desires to retain Contractor to provide the District with the erosion repairs for several of its ponds. In consideration of the mutual terms, conditions and covenants hereinafter set forth below, the District and Contractor agree as follows:

1. **WORK**. Prior to performing any excavation work or digging operations, Contractor shall coordinate public and/or private utility locates for any underground utility lines or pipes. The Contractor shall perform the pond erosion repair services as described in **Exhibit "A"** (the "**Work**") for Pond 3 and Pond 6 within the District, as described in the map attached hereto as **Exhibit "B"** (the "**Site**");

2. **PAYMENT TERMS**. The District shall make such payments to Contractor in the amounts and dates stated below:

After Final Completion of the Work, final payment shall be made with respect to the Work in an amount not-to-exceed \$9,500 (the "**Contract Price**"). The Contract Price includes the cost of providing all labor, materials and equipment necessary to complete the Work and/or to protect any facilities to the satisfaction of District. Should unforeseen site conditions appear that affect the needs of the project, Contractor shall notify the District before proceeding with the services beyond the above-mentioned scope of services. All monies due Contractor as part of final payment shall be paid to it within thirty (30) days in accordance with Florida's Prompt Payment Act, unless disputed, and after the following conditions shall have been met and the following requirements complied with:

(i) The Work shall have been inspected and approved by District Engineer in a timely manner;

(ii) Satisfactory evidence, in the form of lien waivers and releases shall have been furnished to District by Contractor of the payment of all bills and debts of all Subcontractors and suppliers of every tier and all bills and debts for labor and materials arising out of or in connection with the Work;



(iii) Satisfactory evidence shall have been furnished to District by Contractor of the settlement and discharge of all claims for which Contractor is responsible pursuant to the Contract;

(iv) Affidavits, notices and/or certificates of completion, in forms approved by District's counsel, if requested.

3. FLORIDA SALES TAX. Contractor acknowledges that the District is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and is exempt from the Florida Sales and Use Tax ("**Sales Tax**"), and shall not charge the District Sales Tax for the Work.

4. CONTRACT TIME. The Work shall commence and be completed by Contractor within twenty (20) days of the effective date of this Agreement (the "**Contract Time**").

5. INSURANCE. Contractor will obtain and maintain Worker's Compensation Insurance (in the amounts required by law) and General Liability in the amounts listed in the Certificate(s) of Insurance attached as **Exhibit "C"**. Contractor will add the Park Creek Community Development District as an additional insured in the amounts shown on the Certificate(s) of Insurance attached as **Exhibit "C"** and further agrees that said insurance may not be cancelled or modified without prior written notice to the District.

Contractor shall require all of its Subcontractors and suppliers of every tier to procure and maintain all of the same types of insurance coverages which are required of Contractor under this Agreement, and to furnish the District with certificates of insurance and endorsements complying with this Paragraph.

With respect to Commercial General Liability insurance that Contractor is required to maintain pursuant to this Agreement, or does maintain, for the Work and/or the Site, including, without limitation, that set forth herein, Contractor warrants that Contractor has the right to waive rights of subrogation which Contractor's insurance carriers might have or claim against District, and/or the Indemnified Parties, arising out of the Work and/or the Site. Contractor hereby waives to the fullest extent legally permitted all such present and future rights of subrogation and agrees to hold harmless, fund the defense of, and indemnify District, and the Indemnified Parties from such subrogation claims. Contractor shall require such waivers from its Subcontractors and suppliers. Contractor and its Subcontractors' and suppliers' policies shall provide such waivers by endorsement. A waiver of subrogation shall be effective as to a person or entity even if that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium and whether or not the person or entity had an insurable interest in the property damaged or person injured.

6. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify and fund the defense of the District and its supervisors, employees, District Manager, District Counsel, and District Engineer (collectively, the "**Indemnified Parties**") and hold them harmless from all direct claims, demands, liens, actions, suits, damages, losses, liabilities or expenses, including reasonable attorneys' fees, arising out

of injury to, or death of, persons (including Contractor's and any Subcontractor's employees), and damage to property, to the extent caused by a negligent or willful act or omission by Contractor in direct connection with the Agreement or the performance by Contractor of the Work or Contractor's failure to perform any provision of the Agreement, including, without limitation, the use of any employees of the Indemnified Parties, the Indemnified Parties' tools or utilities. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, Florida Statutes.

**Limitation of Liability:** Notwithstanding anything to the contrary in this Agreement, neither Party to this Agreement shall be liable to the other for any consequential, special, indirect, incidental or punitive damages arising from this Agreement including but not limited to loss of use, revenue, profits and goodwill. The foregoing disclaimer of liability shall apply regardless of whether such liability is based on breach of contract, tort (including without limitation negligence), strict liability, breach of a fundamental term, fundamental breach, or otherwise.

For any damage caused by negligence, including errors, omissions or other acts; or for any damages based in contract; or for any consequential or incidental damages (if applicable), or in connection with any indemnity obligations of the Parties under this Agreement; or for any other cause of action; neither Party's liability, to the fullest extent permitted by law, including that of their employees, agents, directors, officers and subcontractors, shall exceed \$50,000, or the value of the services rendered under this Agreement, whichever is greater, except as to damage resulting from the gross negligence or willful misconduct of that Party.

## **7. CONTRACTOR WARRANTIES.**

(a) Contractor agrees to faithfully and fully perform the terms of this Agreement, and shall complete the Work free and clear of all liens and third party claims. Contractor shall, at all times during the progress of the Work, employ sufficient skilled workers and have on hand and maintain an adequate supply of materials and equipment to complete the Work in accordance with the time schedule.

(b) Contractor has satisfied itself and verified, by its own observations, (i) of reasonably ascertainable conditions affecting the Site, the Work to be done and materials to be furnished; and (ii) the conditions under which the Work is to be done; and has executed the Agreement based solely on such observation and determination made by it, and not in reliance upon any representation by District or by anyone acting for or on behalf of District.

(c) Contractor shall comply with all legal requirements (including, without limitation, licensing requirements) applicable to the performance of the Work and deed restrictions and covenants applicable to the Site. Contractor shall be responsible for any fines or penalties assessed against District as a result of noncompliance with legal requirements in the Contractor's Work.

8. QUALITY OF WORK; ASSIGNMENT OF WARRANTIES.

(a) The Work shall be furnished and performed in strict accordance with the Agreement. Contractor shall, at its expense, give all necessary notices and cause all Work performed and materials and equipment furnished pursuant to the Agreement to comply strictly with all applicable legal requirements. Contractor also shall take and observe all necessary measures and precautions for the safety and protection of all property and persons in connection with the performance of the Work. The Work shall be done, furnished and performed to the satisfaction of District. The District, District Engineer and any governmental or other appropriate authorities and their respective representatives, at all times, shall have access to the Work for any lawful purpose, including inspection.

(b) The fact that any part of the Work necessary to meet the requirements of District, or any governmental or other appropriate authorities, are not specifically mentioned in the Agreement, will not excuse Contractor from performance thereof if said part of the Work to be performed is usual and normal in the crafts or trades required to perform the Work or the crafts or trades usually employed to perform work similar to the Work. Contractor warrants to District that the (i) materials and equipment furnished under the Agreement will be of good quality and new unless otherwise required or permitted by the Agreement, (ii) Work will be free of defects not inherent in the quality required or permitted by the Agreement, and (iii) Work will conform with the requirements of the Agreement. Any portion of the Work not conforming to these requirements may be considered defective. If within one year after the date of Final Completion of the Work or any designated portion of the Work, any of the Work is found not to comply with the requirements of the Agreement, then Contractor shall correct such noncompliant portion of the Work at its expense promptly after receiving written notice from District requesting such correction. A condition precedent to the preceding sentence is that the Contractor's repairs are suitably maintained by District and/or tenant to prevent erosion. The provisions of this **Subparagraph 8(b)** shall survive approval of the Work under this Agreement. Contractor's warranty in this **Subparagraph 8(b)** is in addition to, and does not limit in any way District's Claims for latent/patent defects or Claims for warranties set forth by law, or any implied warranties recognized by applicable statutory or common law.

(c) Contractor shall assign and transfer to District all warranties and guaranties received by Contractor in connection with any Work, materials, equipment and components furnished by Contractor. If such warranties and guaranties are not by their terms assignable, Contractor agrees to initiate Claims and enforce such warranties in accordance with their terms for the benefit of District upon demand.

9. CONCEALED CONDITIONS.

(a) As provided in **Paragraph 7**, above, Contractor has reviewed reasonably ascertainable existing conditions and limitations affecting the Work, including, property lines, utility locations, existing improvements, elevations, and Site and local conditions, as applicable to the Work. Claims for additional compensation or extensions of time

because of the failure of Contractor to familiarize itself with reasonably ascertainable conditions at the Site will not be allowed.

(b) If conditions are encountered at the Site which are (i) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Agreement, or (ii) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Agreement, then notice by the observing party shall be given to the other party promptly before the conditions are disturbed and in no event later than three (3) business days after first observance of the conditions. District Engineer will promptly investigate such conditions and, if they are not governed by **Paragraph 9(c)** below and cause an increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Price or Contract Time (as defined below) or both. If District Engineer determines that conditions at the Site are not as described in **clauses (i) and (ii)**, above, and that no change in the terms of the Agreement is justified, District Engineer shall so notify District and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within fourteen (14) days after District Engineer has given notice of its determination.

(c) No adjustment in the Contract Time or Contract Price shall be permitted, however, in connection with a concealed or unknown condition (i) which does not differ materially from those conditions disclosed or (ii) which reasonably should have been disclosed by Contractor's observations performed in connection with the Work.

#### 10. COMMENCEMENT OF PERFORMANCE AND COMPLETION.

Contractor shall diligently prosecute the Work and achieve Final Completion of the entire Work according to the time outlined in this Agreement. Contractor shall be responsible for obtaining all necessary permits and other governmental approvals and any delay in obtaining such permits and approvals will not serve to extend the Contract Time unless such delay is specifically shown to be outside Contractor's control. Time is of the essence with respect to the Agreement and all of Contractor's obligations thereunder.

#### 11. SUPERVISION AND CONSTRUCTION PROCEDURES.

(a) Prior to initiating the repair, Contractor will visually verify there are no drainage pipes or broken irrigation lines, etc. causing the erosion problem. Contractor will make any minor repairs to broken piping or irrigation lines if found by Contractor and approved in writing by the District. Larger issues may require a change in project scope and budget. The project is expected to be completed within the Contract Time. This project is expected to be completed in a single mobilization to avoid additional mobilization and equipment fees. The District shall provide Contractor with access to all areas in need of repair including site access agreements with homeowners if any work is to be performed on property not owned by the District. At the conclusion of the work, Contractor shall dispose of any waste material at an off-site waste disposal facility.

(b) Contractor shall supervise and direct the Work, using its best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Agreement and following any special considerations specified by District herein, in conformance with the Agreement.

(c) Contractor shall at all times enforce strict discipline and good order among its employees, supervisors, Subcontractors and agents and shall not employ on the Work any unfit person or anyone non-skilled in the task assigned to them. Any Subcontractor that the Contractor utilizes or employs shall possess all required licenses and permits to perform its portion of the Work.

(d) Contractor shall furnish all of the equipment needed to complete the Work within the Contract Time. All equipment and machinery used which might affect the progress or quality of the Work shall be satisfactory in all respects for the performance of the Work and shall be maintained in good repair to ensure that the Work will be of the highest quality and will be completed within the Contract Time.

## 12. SUBCONTRACTS.

Contractor agrees to hold its Subcontractors, including all persons directly or indirectly employed by them, responsible for any damages due to breach of contract or any negligent act and to diligently endeavor to effect recoveries of such damages.

Prior to the retention or hiring of a Subcontractor, Contractor shall inform the District which persons, firms or entities which Contractor proposes to engage to furnish labor and/or materials in constructing the improvements and, if requested by District, will furnish District with a copy of all written agreements (including subcontracts and purchase orders) therefor. Contractor agrees that District has the right in its sole discretion to disapprove any Subcontractor of any tier. District also shall have the right to telephone or otherwise communicate with each Subcontractor of every tier to verify the facts disclosed by any list or any invoice submitted to District, or for any other purpose. All subcontracts let or amended by Contractor relating to the Work shall require disclosure to District of information sufficient to make verification. Each approved subcontract shall contain provisions which specifically bind such Subcontractor to the applicable terms and provisions of the Agreement and shall also contain provisions permitting assignment thereof to District and District's lender as provided below.

Any Subcontractor or individual laborer whom District or District Engineer believes in good faith not to be qualified to pursue the Work or whom District does not wish to be engaged in the Work, shall be excluded from the Work, and shall be replaced with a Subcontractor or laborer approved by District and District Engineer.

## 13. FEES, PERMITS AND LICENSES.

Contractor shall, unless specified to the contrary in the Agreement, secure and pay for all governmental fees, permits and licenses, necessary for the proper execution and completion of the Work, required to be obtained by a general contractor by the local jurisdiction in which the Work is to be performed.

14. SAFETY AND SECURITY.

Contractor shall be responsible for taking all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, (i) all employees hired by it or any Subcontractor; (ii) District's agents and representatives and other persons authorized by District to visit the Site or the Work; (iii) all other persons who may be affected by Contractor's activity at the Site; and (iv) property (including, but not limited to, the Work, equipment and materials belonging to Contractor, District or other contractors employed by District) at the Site or adjacent thereto. Such precautions may include, at District's request, the separation of Contractor's equipment and materials from that of other contractors.

Contractor shall have custody of and be responsible for the care and maintenance of the partially completed Work and the finished Work until final approval by District. Contractor shall repair or replace at its own expense any damage to the Work due to any cause, and shall do such remedial work as may be necessary to maintain the Work in proper condition until all parts of the Work have been completed in accordance with the Agreement and delivered undamaged to District and approved by the District Engineer.

Contractor shall at all times conduct its operations in such a manner and employ all reasonable means to prevent any injury (including death) to any person or damage to or destruction of any property, along, upon or near the Site.

If the Work will cross, be parallel to or be in close proximity to facilities, such as utilities of either District or others, then extreme care shall be exercised at all times so as not to damage or interfere with the operation of such facilities.

Contractor recognizes that in some instances the uncovering of known facilities may reveal some divergences from the drawings and specifications, where provided, and Contractor shall perform the Work occasioned by any necessary changes thereto at no additional cost to District if such drawings and specifications have been made available prior to the execution of this Agreement. Contractor further recognizes that unknown existing facilities may be discovered, in which case Contractor shall immediately apprise District and District Engineer of the nature, size and location of such facilities, and shall perform all necessary Work required to avoid damage to or interference with the operations of such facilities; the cost of any such Work shall be paid by District only if set forth in an approved Change Order pursuant to **Paragraph 16** of this Agreement..

15. NON-CONFORMING WORK.

When any non-conforming Work is found, the entire area of the Work involved shall be corrected unless Contractor can completely define the limits of the non-conforming Work.

16. CHANGE ORDERS; AMENDMENT.

This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto. District shall have the right at any time, by a mutually agreed upon written Change Order signed by District and Contractor, to make changes in any one or more of the following parts of this Agreement:

- (a) the scope of the Work applicable hereto; or
- (b) the scheduling of performance of all or any portion of the Work.

17. CONTRACTOR'S DEFAULT AND DISPUTE RESOLUTION.

Contractor shall be in "Default" under this Agreement if, after seven (7) days written notice, Contractor fails or neglects to (i) carry out the Work in accordance with the Contract or in accordance with any specifications, applicable laws, (ii) make proper and timely payment to any Subcontractor for materials or labor, (iii) comply with the progress schedule, (iv) replace rejected material promptly or correct rejected workmanship as herein provided, or (v) observe any other terms, provisions, conditions, covenants and agreements in the Contract to be observed and performed on the part of Contractor. In the event of a Default by Contractor, District, without prejudice to any other right or remedy District may have, may correct such deficiencies and may deduct the cost thereof, including compensation for the District Engineer's expenses made necessary thereby, from the payment then or thereafter due Contractor.

Alternatively, after Contractor's failure to cure such matter within such seven (7) day period, at the District's option, District may terminate this Agreement and require Contractor to immediately remove all materials, tools and construction equipment and machinery from the Site and District may finish (or cause another contractor to finish) the Work by whatever method District may deem expedient. If the unpaid balance of the Contract Price exceeds the cost of finishing the Work, including compensation for District Engineer's services and expenses made necessary thereby (including, without limitation, District's reasonable attorney's fees and costs), such excess shall be paid to Contractor following final completion of the Work by District, but if such cost exceeds such unpaid balance, Contractor shall pay the difference to District. District shall not be responsible to Contractor for any loss of anticipated profits or other consequential damages on any of the Work not performed on account of a termination of this Agreement under this **Paragraph 19**. After any termination of the Agreement by District pursuant to this **Paragraph 19**, Contractor shall not be entitled to any further payment under this Contract except to the extent of any amount by which the authorized Work completed or installed by Contractor prior to such termination and not previously paid for by District exceeds the amount due by Contractor to District under this **Paragraph 19** (including all damages which District would be entitled to recover from Contractor by

reason of Contractor's breach), and even then only at such time as the Work is finally completed. Any sums payable by Contractor to District pursuant to this **Paragraph 19** shall be payable upon demand and shall bear interest at the lesser of 12% per annum or the highest lawful rate until paid.

In the event of any dispute, claim, question, or disagreement arising from or relating to the Work, this Agreement or the breach thereof, the parties agree to participate in pre-suit mediation as a condition precedent to binding dispute resolution. Said mediation shall occur in the County where the project is located within sixty (60) days after the date of either party's written request for mediation. After written request, a party's failure to mediate within said time will be deemed to be a waiver of its right to pre-suit mediation. The request for mediation may be made concurrently with the filing of binding dispute resolution proceedings but the mediation shall precede any binding dispute resolution proceedings, which shall be stayed pending the final outcome of mediation or the sixty (60) day mediation term, whichever first occurs. If an arbitration is stayed pursuant to this provision, the parties may nonetheless proceed to select arbitrator(s) and/or agree upon a schedule for later proceedings. Unless otherwise provided for herein, the parties shall share the mediator's fees equally.

The District shall, in its exclusive and sole discretion, have a right to have any dispute, claim, question, or disagreement arising from or relating to the Work, this agreement or breach thereof, resolved by way of binding arbitration, which if demanded, will be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The District's demand for arbitration shall be made in writing, delivered to the other party to Agreement, and filed with the person or entity administering arbitration. In the absence of the District's written demand for arbitration, which is its sole and exclusive right, all disputes, claims, questions, or disagreements arising from or relating to the Work, this agreement or breach thereof shall be resolved in a court of competent jurisdiction. The parties hereto agree that if disputes, claims, questions, or differences cannot be settled by negotiation or pre-suit mediation, then the parties agree that the exclusive jurisdiction and venue for any binding dispute resolution shall be in the County where the project is located.

18. WAIVER OF REMEDIES. The waiver by District of any default, or of any breach of the terms of this Agreement shall not be deemed a waiver of any subsequent breach. The remedies and rights of District, in the event of any default by Contractor, are cumulative and in addition to those given by law.

19. ATTORNEY'S FEES. In the event an action is instituted to construe, interpret or enforce any of the provisions of this Agreement, or to declare the rights of a party hereunder or the successor or assignee of a party hereunder, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorney fees and paralegal assistant fees and costs, whether incurred before, during, or at trial, on appeal, or in any mediation, arbitration or administrative proceeding.



20. NOTICES. Unless otherwise indicated, all notices must be in writing to the addresses listed in this Agreement.

21. MISCELLANEOUS. If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. The word "including" means "including without limitation." All schedules and attachments are a part of this Agreement.

22. NO WAIVER. Approval of any portion of the Work or payment therefor by District shall not constitute a waiver of any Claims that District may have against Contractor with respect thereto.

23. NO OTHER AGREEMENT. It is agreed between the parties that there are no other agreements or understandings between them relating to the subject matter of this Agreement. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties.

24. JURISDICTION. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida with venue in Pasco County, Florida.

25. 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 the contract term and following completion of the contract 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 the contract 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 418-7473, OR BY EMAIL AT [TONYA.ELLIOTT-MOORE@DPFG.COM](mailto:TONYA.ELLIOTT-MOORE@DPFG.COM), OR BY REGULAR MAIL AT 15310 AMBERLY DRIVE, SUITE 175, TAMPA, FLORIDA 33647.**

26. 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.

27. **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.

28. **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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

**Absolute Outdoors, LLC**  
a Florida limited liability company

By:   
Patrick Meehan  
Manager

**Park Creek**  
**Community Development District**

By:   
Michael Lawson  
Chairman of the Board of Supervisors

## EXHIBIT "A"



P.O. Box 1211

Odessa, FL 33556

Phone: (813) 310-2079

[Absoutpat@aol.com](mailto:Absoutpat@aol.com)

5-26-20

Project: Park Creek

Location: Riverview, FL

Client: Park Creek CDD

Attn: Tonya Elliott Moore

RE: Pond Erosion

Dear Tonya,

We appreciate the opportunity to present this proposal for erosion repairs at the above referenced location. Based on information gathered through our site visit, we propose the following:

**MES erosion repairs \$9,500.00**

- Pond 3 north MES, backfill washout and rip rap to prevent future erosion.
- Pond 3 east MES, backfill washout and rip rap to prevent future erosion.
- Backfill Erosion on bank of pond 3 and sod with like kind grass
- Pond 6 MES, backfill washout and rip rap to prevent future erosion.
- Backfill Erosion on bank of pond 6 and sod with like kind grass

Based on the above described scope of work, we propose to a not-to-exceed fee of \$9,500. Should unforeseen site conditions appear that affect the needs of the project, we will notify you for approval before proceeding with services beyond the above-mentioned scope of services.

This project is expected to be completed in a single mobilization to avoid additional mobilization and equipment fees. Client shall provide AOI access to all areas in need of repair including site access agreements with homeowners if any work is to be performed on property not owned by the association along with adequate area for staging materials and equipment. Upon completion staging area will be swept clean and returned to pre-construction condition.

Should you have any questions or require additional information, please do not hesitate to call us. To accept this offer, please sign below and return this form to our office for processing. A signed acceptance by you will constitute a binding contract, and we will proceed accordingly, but any modification of our terms will not.

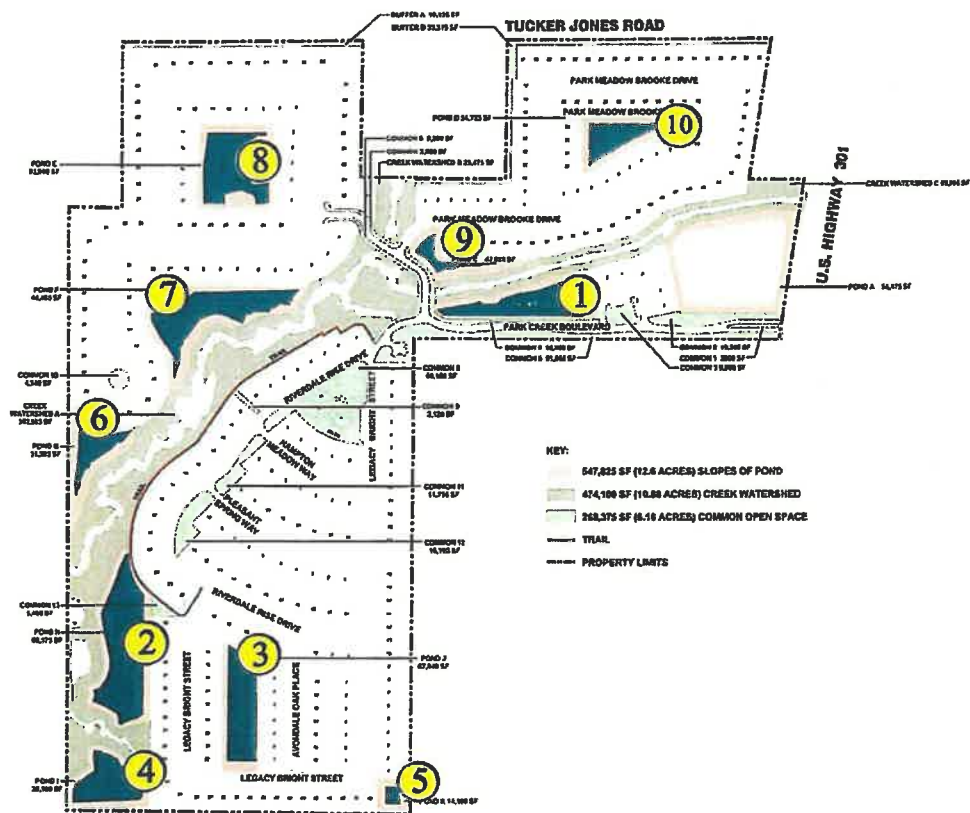
**EXHIBIT "B"**



**Park Creek CDD #00052490**

## Riverview

**U777**  
1-800-432-4302



## Metro Development



## EXHIBIT "C"

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Automatic Data Processing Insurance Agency, Inc.  1 Adp Boulevard Roseland NJ 07068		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Indemnity Company of America <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 25666
<b>INSURED</b>  ABSOLUTE OUTDOORS LLC 12243 GDN LAKE CIR  ODESSA FL 33556			

## COVERAGES

CERTIFICATE NUMBER: 1548547

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER:
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER:
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <b>RETENTION \$</b>					EACH OCCURRENCE \$ AGGREGATE \$ OTHER:
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A N UB3P80273119	11/15/2019	11/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Park Creek Community Development District 15310 Amberly Drive Suite 175 Tampa FL 33647	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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## Lore\_Yeira

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**From:** Tonya\_Elliott-Moore  
**Sent:** Tuesday, July 28, 2020 1:51 PM  
**To:** Lore\_Yeira  
**Subject:** FW: Park Creek Ponds - Erosion Control  
**Attachments:** PCCDD approval of Absolut Outdoor Agreement.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Lore – cut the PO and send to Eldon.

**Tonya Elliott Moore**  
District Manager



250 International Pkwy Suite 280,  
Lake Mary, FL 32746  
Phone: 813-374-9104 Ext 4301  
Email: [Tonya.Elliott-Moore@dpfg.com](mailto:Tonya.Elliott-Moore@dpfg.com)  
Website: [www.dpfg.com](http://www.dpfg.com)

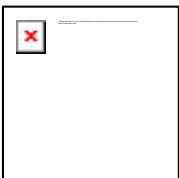
**BOARD SUPERVISORS - TO AVOID A POTENTIAL SUNSHINE LAW VIOLATION, PLEASE DO NOT "REPLY TO ALL" TO THIS E-MAIL - IF YOU HAVE QUESTIONS OR COMMENTS, PLEASE DIRECT THEM TO THE SENDING PARTY ONLY**

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**From:** Mike Lawson  
**Sent:** Tuesday, July 28, 2020 1:50 PM  
**To:** Tonya\_Elliott-Moore  
**Cc:** Ken\_Joines ; Larry Krause ; Lore\_Yeira  
**Subject:** RE: Park Creek Ponds - Erosion Control

Approved agreement attached



**Mike Lawson** | Managing Director, Operations  
METRO DEVELOPMENT GROUP  
2502 N. Rocky Point Drive | Ste 1050 | Tampa, FL 33607  
office: 813.288.8078 | mobile: 813.843.3875  
[mike@MetroDevelopmentGroup.com](mailto:mike@MetroDevelopmentGroup.com)  
[MetroDevelopmentGroup.com](http://MetroDevelopmentGroup.com) | [MetroPlaces.com](http://MetroPlaces.com)

---

**From:** Tonya\_Elliott-Moore <[tonya.elliott-moore@dpfg.com](mailto:tonya.elliott-moore@dpfg.com)>  
**Sent:** Tuesday, July 28, 2020 11:37 AM  
**To:** Mike Lawson <[Mike@metroddg.com](mailto:Mike@metroddg.com)>  
**Cc:** Ken\_Joiner <[ken.joiner@dpfg.com](mailto:ken.joiner@dpfg.com)>; Larry Krause <[larry.krause@dpfg.com](mailto:larry.krause@dpfg.com)>; Lore\_Yeira <[lore.yeira@dpfg.com](mailto:lore.yeira@dpfg.com)>  
**Subject:** FW: Park Creek Ponds - Erosion Control

Mike,

The vendor sent back the signed contract for this work that Kristen and Vericker drafted. The agreement just needs your signature – I also attached the proposal.

The funds are available in the landscape infill line item. If you approve this we will cut the PO so that they can get started when the water levels recede.

Best regards,

**Tonya Elliott Moore**  
District Manager



250 International Pkwy Suite 280,  
Lake Mary, FL 32746

Phone: 813-374-9104 Ext 4301

Email: [Tonya.Elliott-Moore@dpfg.com](mailto:Tonya.Elliott-Moore@dpfg.com)

Website: [www.dpfg.com](http://www.dpfg.com)

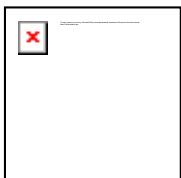
**BOARD SUPERVISORS - TO AVOID A POTENTIAL SUNSHINE LAW VIOLATION, PLEASE DO NOT "REPLY TO ALL" TO THIS E-MAIL - IF YOU HAVE QUESTIONS OR COMMENTS, PLEASE DIRECT THEM TO THE SENDING PARTY ONLY**

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---

**From:** Mike Lawson <[Mike@metroddg.com](mailto:Mike@metroddg.com)>  
**Sent:** Thursday, June 4, 2020 1:32 PM  
**To:** Tonya\_Elliott-Moore <[tonya.elliott-moore@dpfg.com](mailto:tonya.elliott-moore@dpfg.com)>  
**Cc:** Ken\_Joiner <[ken.joiner@dpfg.com](mailto:ken.joiner@dpfg.com)>; Lore\_Yeira <[lore.yeira@dpfg.com](mailto:lore.yeira@dpfg.com)>; Kelly\_Rowe <[kelly.rowe@dpfg.com](mailto:kelly.rowe@dpfg.com)>  
**Subject:** RE: Park Creek Ponds - Erosion Control

Tonya,  
I'm OK for you to finalize the agreement.  
Thanks



**Mike Lawson** | Managing Director, Operations  
METRO DEVELOPMENT GROUP  
2502 N. Rocky Point Drive | Ste 1050 | Tampa, FL 33607  
office: 813.288.8078 | mobile: 813.843.3875  
[mike@MetroDevelopmentGroup.com](mailto:mike@MetroDevelopmentGroup.com)  
[MetroDevelopmentGroup.com](http://MetroDevelopmentGroup.com) | [MetroPlaces.com](http://MetroPlaces.com)

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**From:** Tonya\_Elliott-Moore <[tonya.elliott-moore@dpfg.com](mailto:tonya.elliott-moore@dpfg.com)>  
**Sent:** Thursday, June 4, 2020 12:50 PM  
**To:** Mike Lawson <[Mike@metrodg.com](mailto:Mike@metrodg.com)>  
**Cc:** Ken\_Joiner <[ken.joiner@dpfg.com](mailto:ken.joiner@dpfg.com)>; Lore\_Yeira <[lore.yeira@dpfg.com](mailto:lore.yeira@dpfg.com)>; Kelly\_Rowe <[kelly.rowe@dpfg.com](mailto:kelly.rowe@dpfg.com)>  
**Subject:** FW: Park Creek Ponds - Erosion Control

Mike,

We have Eldon with On Demand Engineering fixing the eroded area with the exposed piping – an agreement is being finalized on that project. You approved moving forward with that already.

However, we also had him take a look at the pond banks to see if anything could be done to arrest any of the erosion occurring at these ponds. The plan was to add it to this year's preliminary budget request for action.

But, after a field visit Eldon is recommending that we take care of three of the ponds with severely washed out MES's - these three have deep erosion occurring at the front of the ponds that will fail with heavy rain fall. He said we should take care of that before the heavy rains arrive or they will totally collapse and need to be fully replaced.

We have funds available in the landscaping in fill line item this year (\$10,000) and we would like to address this now before a more substantial fix is needed.

If you are good with this let me know and we will get the agreement drafted for both parties to execute so the work can begin.

Thank you for your consideration of this request,

**Tonya Elliott Moore**  
District Manager



15310 Amberly Drive Suite 175  
Tampa, FL 33647  
Phone: 813-374-9104 Ext 4301  
Email: [Tonya.Elliott-Moore@dpfg.com](mailto:Tonya.Elliott-Moore@dpfg.com)  
Website: [www.dpfg.com](http://www.dpfg.com)

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---

**From:** Eldon Stills <[ESTills@ondemandfl.com](mailto:ESTills@ondemandfl.com)>

**Sent:** Tuesday, May 26, 2020 12:13 PM

**To:** Tonya\_Elliott-Moore <[tonya.elliott-moore@dpfg.com](mailto:tonya.elliott-moore@dpfg.com)>

**Cc:** Kelly\_Rowe <[kelly.rowe@dpfg.com](mailto:kelly.rowe@dpfg.com)>; Ken\_Joiner <[ken.joiner@dpfg.com](mailto:ken.joiner@dpfg.com)>; Lore\_Yeira <[lore.yeira@dpfg.com](mailto:lore.yeira@dpfg.com)>; [absoutpat@aol.com](mailto:absoutpat@aol.com)

**Subject:** Re: Park Creek Ponds - Erosion Control

You should consider the Severely washed out MES's. With the summertime rains they will most likely fail. I'm referring to the three that have deep erosion in front of them, during a heavy rain event they will collapse and need total replacement.

Sent from my iPhone

On May 26, 2020, at 11:48 AM, Tonya\_Elliott-Moore <[tonya.elliott-moore@dpfg.com](mailto:tonya.elliott-moore@dpfg.com)> wrote:

Eldon,

Can you give me a separate proposal for the \$4000 repair? I need to move forward with it ASAP as it is an emergency. The \$19,000 I will budget for in the FY 20-21 Budget which starts on Oct 2020.

Thank you,

**Tonya Elliott Moore**

District Manager

15310 Amberly Drive Suite 175

Tampa, FL 33647

Phone: 813-374-9104 Ext 4301

Email: [Tonya.Elliott-Moore@dpfg.com](mailto:Tonya.Elliott-Moore@dpfg.com)

Website: [www.dpfg.com](http://www.dpfg.com)

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**From:** Eldon Stills <[ESTills@ondemandfl.com](mailto:ESTills@ondemandfl.com)>

**Sent:** Tuesday, May 26, 2020 11:39 AM

**To:** Tonya\_Elliott-Moore <[tonya.elliott-moore@dpfg.com](mailto:tonya.elliott-moore@dpfg.com)>

**Cc:** Kelly\_Rowe <[kelly.rowe@dpfg.com](mailto:kelly.rowe@dpfg.com)>; Ken\_Joiner <[ken.joiner@dpfg.com](mailto:ken.joiner@dpfg.com)>; Lore\_Yeira <[lore.yeira@dpfg.com](mailto:lore.yeira@dpfg.com)>; [absoutpat@aol.com](mailto:absoutpat@aol.com)

**Subject:** RE: Park Creek Ponds - Erosion Control

Attached is our proposal for the erosion work needed at park creek. Please give me a call anytime to discuss.

**Eldon Stills**

CIVIL – DIRT - EQUIPMENT

**ON DEMAND**

3802 Ehrlich Rd. Suite 312, Tampa, FL 33624

[Estills@ondemandfl.com](mailto:Estills@ondemandfl.com)

(813) 508-1846

All American Lawn & Tree Specialist, LLC  
 2817 Turkey Creek Road  
 Plant City, FL 33566 US  
 813-571-0091  
 office@allamericanlawnandtree.com  
 http://www.allamericanlawnandtree.com

## Estimate



### ADDRESS

Park Creek CDD  
 C/O DPFG District Manager  
 205 International Pkwy  
 Suite 280  
 Lake Mary, FL 32746

ESTIMATE #	DATE	
1225	06/11/2020	

### SERVICE ADDRESS

Park Creek

ACTIVITY	QTY	RATE	AMOUNT
<b>Irrigation Inspection</b> Irrigation Inspection	1	0.00	0.00
<b>Irrigation Parts:Pop-Up Unit:6" Pop-Ups</b> 6" Pop-up	3	9.80	29.40
<b>Irrigation Parts:Spray Head:Hunter Nozzle 15ft</b> 15ft Spray head - Hunter	3	1.70	5.10
<b>Irrigation Parts:PVC Parts:Barbs:Barbed Tee/Coupling/Elbow</b> Barbed Coup/Tee/Elbow	2	0.67	1.34
<b>Irrigation labor</b> Labor (Irrigation Repairs) - to replace non working popups and clogged spray heads, repair drip and reglue pipe for emergency issue on 6/10/20	0.75	62.00	46.50

TOTAL

**\$82.34**

Accepted By

Accepted Date

## Lore\_Yeira

---

**From:** Tonya\_Elliott-Moore  
**Sent:** Wednesday, July 15, 2020 12:13 PM  
**To:** Lore\_Yeira; Ken\_Joines  
**Subject:** RE: All American open Invoices and estimates

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Approved

**Tonya Elliott Moore**  
District Manager



DEVELOPMENT PLANNING & FINANCING GROUP, INC.

250 International Pkwy Suite 280,  
Lake Mary, FL 32746

Phone: 813-374-9104 Ext 4301

Email: [Tonya.Elliott-Moore@dpfg.com](mailto:Tonya.Elliott-Moore@dpfg.com)

Website: [www.dpfg.com](http://www.dpfg.com)

**BOARD SUPERVISORS - TO AVOID A POTENTIAL SUNSHINE LAW VIOLATION, PLEASE DO NOT "REPLY TO ALL" TO THIS E-MAIL - IF YOU HAVE QUESTIONS OR COMMENTS, PLEASE DIRECT THEM TO THE SENDING PARTY ONLY**

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**From:** Lore\_Yeira  
**Sent:** Wednesday, July 15, 2020 12:10 PM  
**To:** Tonya\_Elliott-Moore ; Ken\_Joines  
**Subject:** All American open Invoices and estimates

Hello Tonya and Ken,

Attached are estimates and an invoice from All American that require approval.

- Invoice #215054- Cypress Creek- Service call irrigation break- \$88.31
- Estimate #1237- The orchids at Cypress Creek- irrigation inspection and repair- \$91.08
- Estimate #1225- Park creek- irrigation repairs- \$82.34

Thank you,  
Best regards,



DEVELOPMENT PLANNING & FINANCING GROUP, INC.

Lore Yeira

Associate Manager  
[Lore.yeira@dpfg.com](mailto:Lore.yeira@dpfg.com)

[www.dpfg.com](http://www.dpfg.com)

office: 813-418-7473 EXT 4303

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## SECURITY PROFESSIONAL SERVICE AGREEMENT

FULL LEGAL NAME OF SECURITY PROVIDER ("Allied Universal"): Universal Protection Service, LLC d/b/a Allied Universal Security Services, for itself and on behalf of its wholly-owned subsidiaries and affiliates which may provide service hereunder within certain states

FULL LEGAL NAME OF CLIENT ("Client"): Park Creek Community Development District

By signing below by their duly authorized representatives, Client and Allied Universal agree to be legally bound to the Agreement, **General Terms and Conditions** and Exhibits attached hereto, which form a binding and enforceable part of this Agreement as of the day and year first written below ("Commencement Date").

CLIENT: Park Creek Community Development District

By: Michael Lawson 7-15-20

Name: [Signature]

Title: Chairman

Address for Notices:

Fax: \_\_\_\_\_

UNIVERSAL PROTECTION SERVICE, LLC d/b/a  
Allied Universal Security Services

By: \_\_\_\_\_

Name: Robert C. Wood CPP, CFE

Title: President, Southeast Region

Address for Notices:

Eight Tower Bridge, 161 Washington Street, Suite 600, Conshohocken, PA  
19428

Fax: \_\_\_\_\_

### GENERAL TERMS AND CONDITIONS

The term of this Agreement shall be for a period of three (3) years beginning on \_\_\_\_\_, 2020 ("Commencement Date") ("Initial Term"). This Agreement will automatically continue thereafter on a month to month basis until terminated by either party on thirty (30) days' written notice to the other party. This Agreement may be terminated by either party for non-performance by the other party upon five (5) days written notice to the non-performing party. The non-performing party shall have the opportunity to cure the non-performance within that five-day period. Either party may terminate this Agreement at any time for any reason upon thirty (30) days' written notice to the other party.

Allied Universal shall provide security professional services (the "Services") in the amount, for the times and at the location(s) set forth in Exhibit A. Client shall pay Allied Universal for the performance of the Services and any other products and/or services provided by Allied Universal hereunder at the rates ("Billing Rates") and other charges set forth in Exhibit B or otherwise payable hereunder without deduction or set-off. Client shall pay in full the amount of and will be deemed to accept all invoices submitted to Client via Allied Universal's current submission method within thirty (30) days of the invoice date. The Billing Rates set forth in Exhibit B are valid for the first twelve (12) months of the initial term, thereafter they will be increased annually, effective as of the anniversary date of the Commencement Date, in an amount equal to the greater of (i) the percentage increase determined pursuant to Section C.3. below and (ii) three percent (3%). Allied Universal will invoice Client on a weekly basis for all Services for the preceding weekly period (starting Friday and ending the following Thursday) and any other products and/or services provided by Allied Universal.

#### A. Scope of Services

1. Allied Universal agrees to provide the Services in a professional and diligent manner. Allied Universal does not warrant or guarantee that the Services constitute complete security at Client's location(s) so as to prevent any incident, loss, theft, damage or injury (including death). Client agrees that Allied Universal has not provided any consultation services regarding what may or may not be the proper levels of security staffing, or the methods of security provided.
2. Client may request a change in the Services. Such requested changes will be communicated in writing and will be effective only upon Allied Universal's written approval which Allied Universal will not unreasonably decline. However, in no event will a refusal by Allied Universal to approve requested changes constitute a breach of this Agreement or otherwise constitute non-performance by Allied Universal of this Agreement. The parties acknowledge and agree that Exhibit A solely governs Allied Universal's duties at Client's location(s).
3. The purpose of any inspection at Client's location(s) by Allied Universal is solely to assist Client with its loss control program. The safe maintenance

of Client's premises and operations and equipment on those premises and the avoidance of unsafe conditions and practices is the sole responsibility of Client.

#### B. Independent Contractor / Personnel

1. Allied Universal is responsible for the hiring, training and supervision of all security professionals assigned by Allied Universal to Client's location(s). Should Client direct or supervise security officers or change the instructions or supervision given to the security professionals by Allied Universal, including but not limited to including requiring Allied Universal personnel to use force and/or restraints and/or instructions related to Legally Mandated Break Periods (as defined herein), Client will be responsible for any damages, liabilities, claims or other consequences that may result.
2. In addition to the Services set forth in Exhibit A attached hereto, and in addition to any general or routine training provided by Allied Universal to its security professionals, Allied Universal shall provide each of its employees assigned to Client's location(s) with Client requested additional training at the costs set forth in Exhibit B.
3. Allied Universal shall provide uniforms for all assigned personnel.



Allied Universal will maintain these uniforms in good condition at Allied Universal's sole cost and expense unless otherwise provided in Exhibit B. Equipment and non-standard uniforms required by Client will be provided as mutually agreed upon and at a cost mutually agreed upon in writing. Allied Universal's personnel will not be required to carry weapons of any kind, unless otherwise expressly set forth herein.

4. Security professionals assigned to Client's location(s) are employees of Allied Universal, which is acting as an independent contractor. Allied Universal will pay all compensation due and owing to its employees and all required payroll taxes and withholdings.

5. Allied Universal is entitled to assign personnel to Client's location(s) in full compliance with applicable equal opportunity, civil rights and other employment laws/regulations. Upon reasonable written notice, Client shall have the right to request in writing that any of Allied Universal's employees whose performance it finds to be unacceptable be removed from its location(s); provided reasons for such request do not violate applicable law.

6. Client acknowledges that Allied Universal has spent considerable time and expense in recruiting and training its employees. As such, Client agrees that it will not employ, as a security professional or in any related capacity, directly or indirectly, including employment through a successor security contractor, any person who has been employed by Allied Universal in a supervisory capacity and assigned to Client's location for a period of one hundred and eighty (180) days following the last date of that person's employment with Allied Universal. In the event of a breach of this provision, Client shall pay Allied Universal the average weekly billing for such employee for four (4) months as liquidated damages together with all legal fees and other costs arising from the breach of this provision.

#### **C. Billing**

1. The Billing Rates do not include the direct bill items ("Direct Bill Item(s)") identified in Exhibit B, which shall be invoiced and paid by Client to Allied Universal in accordance with the payment terms herein. Notwithstanding anything contained herein to the contrary, Allied Universal may pass through any increase in any and all of the costs of any and all Direct Bill Items when incurred or accrued, and Client shall reimburse Allied Universal for such costs.

2. The parties agree any wage rates, annual/monthly/weekly billing estimates, or wage estimates included in Exhibit B, any other addenda, any pricing sheet, RFP submission, and/or other document are for demonstration purposes only and will not have any impact on the Billing Rates, the amount Client agrees to pay, or on the wages Allied Universal pays its employees.

3. In the event that Allied Universal experiences an increase in its costs resulting from any change, whether or not anticipated, in: (1) Federal, state, provincial, territorial, or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by Allied Universal hereunder or by or in respect of Allied Universal to its personnel; (2) Federal, state, provincial, territorial, or local minimum wage rates, mandated paid time off and/or sick leave, changes in overtime wage regulations, uniform maintenance expenses or other required employee allowances, licensing fees and/or requirements, or wage, medical, welfare and other benefit costs under collective bargaining agreements; (3) costs related to insurance and/or workers' compensation; and/or (4) costs related to medical and/or welfare benefits and other requirements, including without limitation costs incurred by Allied Universal pursuant to applicable federal, state and/or local law, including, without limitation "Healthcare Reform Legislation Costs" (as defined below), the Billing Rates shall be increased by a percentage equal to the percentage increase in Allied Universal's costs resulting from the items set forth in this paragraph. Allied Universal will provide Client notice of such change in the Billing Rates.

4. Notwithstanding anything contained in this Agreement to the contrary, Allied Universal may pass through the costs set forth in Section C(3) to Client as incurred or accrued and Client shall pay Allied Universal for such costs.

5. "Healthcare Reform Legislation Costs" means the costs and/or assessments incurred by Allied Universal in respect of employee medical and/or welfare benefits and other requirements under the applicable provincial, federal or local statutes and/or regulations.

6. Unless otherwise expressly stated herein, Allied Universal's fees and charges do not include any sales, use, excise or similar taxes, levies or duties ("Taxes"). Client is responsible for paying for all such Taxes in respect of

Allied Universal's Services or in respect of amounts payable by Client hereunder. If Allied Universal has the legal obligation to pay or collect Taxes for which Client is responsible under this section, the appropriate amount shall be promptly paid by Client to Allied Universal unless Client provides Allied Universal with either a valid and current tax exemption certificate or direct pay certificate, authorized by the appropriate taxing authority.

7. Client agrees to pay Allied Universal one and one-half percent (1.5 %) per month interest or such maximum amount as permitted by law, whichever is less, on any invoice not paid by its due date. In the event that legal action is required to collect on any past-due invoiced amount owed to Allied Universal by Client under this Agreement, Client agrees to pay to Allied Universal the costs and attorneys' fees incurred by Allied Universal in such action.

#### **D. Physical and Intellectual Property**

1. Client recognizes and acknowledges that in performing its duties under this Agreement, Allied Universal may install and/or utilize proprietary software (hereinafter "Proprietary Software"), a valuable, special and unique asset of Allied Universal and/or third parties. This Proprietary Software is and will remain the sole and exclusive property of Allied Universal and/or those applicable third parties.

2. Client further agrees that materials developed, generated, or produced pursuant to this Agreement, including but not limited to Post Orders, security plans, emergency plans, diagrams, reports, and writings, both internal and external (hereinafter collectively, "Work Product"), may include the proprietary information of Allied Universal and will remain the sole and exclusive property of Allied Universal. Client and Client's personnel will have no proprietary interest in the Work Product. Client acknowledges that it will not share such Work Product with any third party and any Work Product in Client's possession shall be returned to Allied Universal upon termination or expiration of this Agreement.

3. Any property, equipment or supplies furnished by Allied Universal to its personnel in performance of the Services described in this Agreement shall remain the property of Allied Universal and shall be returned to Allied Universal promptly at the expiration or termination of this Agreement.

#### **E. Insurance and Indemnification**

1. Allied Universal shall maintain Workers' Compensation coverage for its security professionals and personnel assigned to Client's location(s) at limits imposed by statute, including Employer Liability coverage.

2. Allied Universal shall maintain for its own protection and benefit various other policies of insurance, including Commercial General Liability coverage, for its performance of the Services at Client's location(s).

3. Allied Universal shall maintain Automobile Liability insurance for its employees' operation of Allied Universal's owned, leased and non-owned vehicles. However, to the extent that Client requires Allied Universal employees to drive Client's vehicles in performance of the Services, Client agrees to carry Automobile Liability insurance for those vehicles with bodily injury and property damage limits of One Million Dollars (\$1,000,000.00). Such insurance will be primary for any loss or damage occurring to Client vehicles operated by Allied Universal employees in performance of the Services, and under no circumstances shall Allied Universal indemnify or defend Client or Client's insurer for losses that occur or arise out of Allied Universal's operation of Client-owned vehicles.

4. Client agrees that Allied Universal is not an insurer of Client's operations, personnel or facilities. Except as provided elsewhere in this Agreement, Client assumes all risk of loss, physical damage and personal injury at its operations, to its personnel and/or facilities or any other property resulting from fire, theft or other casualty, and Client waives any right of recovery and its insurers' right of subrogation against Allied Universal for any loss or damage resulting from any such occurrence.

5. Allied Universal will protect, defend, hold harmless and indemnify Client, its directors, professionals and employees from and against all claims, actions, liabilities, damages, losses, costs and expenses (including reasonable attorney's fees) (the "Losses") asserted against Client and directly resulting from the performance of the Services expressly required under this Agreement, provided such Losses (1) are caused solely by the grossly negligent failure of Allied Universal to perform the Services, or by other grossly negligent actions or omissions in the performance of the Services by Allied Universal, or through the willful misconduct or unlawful activity of

Allied Universal; (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Client or otherwise resulting from Allied Universal's compliance with specific direction from Client; and/or, (3) do not actually or allegedly arise out of a Legally Mandated Coverage Break(s) (as defined herein). Allied Universal's obligations under this paragraph shall not extend to first party losses sustained by Client, or other benefits or insurance provided by client to its employees, including but not limited to medical, disability, and workers compensation benefits

6. Notwithstanding anything contained in this Agreement to the contrary, should Allied Universal be found liable for any Losses hereunder for any reason, the sole and exclusive remedy of Client in any situation, whether in contract or tort, or otherwise, shall be limited to Client's actual and direct damages, and shall in no event exceed the amounts invoiced over the previous twelve (12) month period and paid by Client to Allied Universal, such amounts to be inclusive of any defense costs.

7. Client shall protect, defend, hold harmless and indemnify Allied Universal, its respective successors and assigns, and its directors, professionals and employees from and against all Losses asserted against Allied Universal arising out of incidents or occurrences taking place or arising at Client's location provided that any such Losses: a) occur due to Allied Universal's compliance with Client's directions and requests (including but not limited to directions and requests in Section B.1 and Section B.5); b) occur during Legally Mandated Coverage Break(s); and/or, c) are: (1) attributable to bodily injury, sickness, disease or death or to damage to tangible property; and, (2) are not caused in any way through the negligence, willful misconduct or unlawful activity of Allied Universal, or the failure of Allied Universal to perform the Services.

8. Under no circumstances will Allied Universal be liable to Client, or any other person or entity, for consequential, incidental, indirect or punitive damages, or for lost profits.

9. Client shall give written notice to Allied Universal of any of its Losses or potential Losses arising out of the Services within thirty (30) days following notification of the occurrence giving rise to such Losses or potential Losses. No action to recover any Loss shall be instituted or maintained against Allied Universal unless notice of such Loss shall have been given by Client to Allied Universal in the manner and form set forth herein. No action to recover for any Loss shall be instituted or maintained against Allied Universal unless instituted not later than twelve (12) months following notification of the occurrence giving rise to such Loss.

#### **F. Compliance with Laws**

1. Some or all of the physical security guard services identified in this Agreement could be designated as a Qualified Anti-terrorism Technology ("QATT") under the Support Anti-terrorism by Effective Technologies ("SAFETY") Act of 2002, 6 U.S.C. §§ 441-444, as amended. Where this QATT has been deployed in defense against, response or recovery from an act of terrorism, as that latter term is defined under the SAFETY Act (as herein defined), Allied Universal and Client agree to waive all claims against each other, including their professionals, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that it sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism. This provision shall apply throughout the term of this Agreement, regardless of whether Allied Universal should cease to have SAFETY Act coverage for these Services for any reason.

2. Client shall, at its own cost and expense, comply in full with all applicable federal, state, provincial, and local statutes, laws, ordinances, rules regulations, orders, licenses, permits or fees ("Governmental Regulations") applicable to its operations and its performance under this Agreement, including without limitation, (i) environmental laws, (ii) laws relating to accessibility by and accommodation of handicapped persons, and (iii) laws relating to discrimination of any type of manner. Client shall notify Allied Universal in writing within forty-eight (48) hours of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation by any public agency or the commencement of any judicial or administrative litigation, or arbitration proceedings with respect to Allied Universal's operations at the property and/or performance under this Agreement. Should Allied Universal be issued a citation or other sanction because of conditions on the premises

created by others, Client shall pay and will be responsible for the fine. The foregoing shall include, but not be limited to, all applicable health, safety, and labor standards.

3. Under no circumstances will Allied Universal indemnify Client for Workers' Compensation claims or for fulfilling independent statutory duties Client owes to third parties or its employees.

#### **G. Miscellaneous**

1. This Agreement represents the entire agreement and understanding of the parties concerning the subject matter herein and replaces any and all previous agreements, understandings, representations, discussions or offers. No modification to this Agreement shall be effective unless in writing and executed by both parties and delivered to each respective party hereto.

2. A written waiver by either party of any of the terms or conditions of this Agreement shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of the Agreement. The failure to enforce a particular provision of this Agreement shall not constitute a waiver of such provision or otherwise prejudice Allied Universal's right to enforce such provision at a later time.

3. This Agreement is entered into solely for the mutual benefit of the parties hereto and no benefits, rights, duties or obligations are intended or created by this Agreement as to any third parties.

4. Each party further warrants and represents that this Agreement has been executed by a duly authorized individual.

5. This Agreement and all matters collateral hereto shall be governed by the laws of the state or province wherein the Services are to be provided without reference to its choice of law provisions.

6. If any of the terms or provisions of this Agreement are ruled to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

7. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same Agreement. The parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image (e.g. .pdf or .tiff file) as an attachment to email.

8. Allied Universal shall not be responsible for additional expenses and costs incurred by it or Client to provide Services pursuant to this Agreement as a result of unusual circumstances including, but not limited to, strikes, riots, revolutions, wars, military actions, fires, floods, droughts, natural disasters, pandemics, active shooter events, snow storms, blizzards or other inclement weather, accidents, insurrections, lockouts or other acts of God, perils of the sea, stoppage of labor, or other events considered as "Force Majeure", or by any other unavoidable cause beyond Allied Universal's reasonable control. All such additional expenses shall be the responsibility of Client as an additional charge invoiced and paid by Client as it is incurred, pursuant to the terms of the Billing section set forth above. Additionally, to the extent that Allied Universal is unable to perform, or is delayed in performing, the Services due to a Force Majeure event, such nonperformance or delayed performance is not a breach of this Agreement nor cause for Client's termination of this Agreement.

9. Either party may assign this Agreement to an affiliate meaning an entity controlling, controlled by or under common control with the party. Except as permitted in this section, Client may not assign, delegate or subcontract this Agreement without the prior written consent of Allied Universal. Notwithstanding the foregoing, in the event Client assigns this Agreement, it shall remain liable hereunder after such assignment.

10. Any notice required or permitted hereunder shall be in writing and shall be delivered either in person, by nationally recognized overnight delivery service or by certified or registered mail, postage prepaid, addressed to the parties at the address shown in the opening paragraph (or as may be directed by a party in the future by written notice).

11. In connection with the negotiation, execution and performance of this Agreement, each party acknowledges that it has been and will be provided with confidential business information of the other party ("Confidential Information"). Each party will exercise reasonable commercial efforts to protect and preserve the confidentiality of Confidential Information, including at a minimum those methods and procedures it uses to protect its own confidential information. A party shall not be required to preserve the confidentiality of Confidential Information to the extent it becomes public



other than through the action or inaction of the party, or disclosure is required by law. If Allied Universal is required to disclose information belonging to Client, Client shall indemnify Allied Universal, its respective successors and assigns, and its directors, professionals, and employees from and against all Losses asserted against Allied Universal arising out of said disclosure.

12. The parties further acknowledge and agree that to the extent Allied Universal has assumed insurance, defense and indemnification obligations hereunder, such obligations shall not apply to any work performed by Allied Universal at the direction of Client, or work performed by Allied Universal that is not specifically set forth on Exhibit A. Notwithstanding anything to the contrary provided herein or in any other direction (oral or written), Allied Universal and Client agree that in no event shall Allied Universal employees be required to undertake any duty which could potentially expose themselves to unreasonable risk or harm. At all times, Client represents and warrants that the policies and requirements Allied Universal and its employees are requested and/or required to adhere to by Client are lawful.

13. For the avoidance of doubt, any duties contrary to and/or in excess of the Services, shall be agreed upon by the parties in writing. In the event that there are any post orders, directives, or other specification documents of any type ("Post Orders"), they shall not form any part of this Agreement, they are not incorporated into this Agreement and are not a novation or modification or expansion of the duties set forth in this Agreement. Further, if there is any

conflict between the provisions of this Agreement and any other documents, this Agreement shall control. Under no circumstances shall the Post Orders expand the liabilities of the parties toward each other or any third party

14. Client acknowledges and agrees that the continuity of Services is subject to interruption for mandatory, paid rest periods or unpaid meal periods or other breaks as required by applicable law, during which time security professionals must be relieved of all duties, including without limitation to, the requirement to remain "on call" ("Legally Mandated Break Period(s)"). Services at the locations set forth in Exhibit A will be interrupted and such locations will not be secured during such time that security professionals are on Legally Mandated Break Periods and Client has not agreed to pay for sufficient relief coverage ("Legally Mandated Coverage Break(s)").

15. The duties and responsibilities of Allied Universal are specifically set forth herein. Client acknowledges that Client alone has chosen the number of security professionals and type of services, e.g., armed, unarmed, to be provided under the Agreement; that Allied Universal has informed Client that additional security professionals and/or services are available at an additional cost; and that Client has elected not to avail itself of additional security professionals or services at this time unless mutually agreed upon in writing.

16. The following provisions shall survive expiration or termination of this Agreement for any reason: A.1; A.3; B.1; B.4; B.5; B.6; C; D; E; F and G.

**EXHIBIT "A"**

**to Agreement Between**

**Allied Universal  
and  
Park Creek Community Development District**

**LOCATIONS FOR SECURITY SERVICES PROVIDED BY**

**Allied Universal  
4200 W. Cypress St., Suite 550  
Tampa, FL. 33607**

<b><u>Location</u></b>	<b><u>Specify for each location: <u>Armed</u> <u>Unarmed</u></u></b>	<b><u>Schedule of Coverage</u></b>	<b><u>Hours</u></b>
1. Park Creek Blvd., Riverview, FL 33578	Unarmed	7 days per week  3pm-10pm	49
2.			
3.			

**Description of Services:**

The Services Allied Universal will provide Client pursuant to this Agreement are:

- Security professional is to perform assigned duties of patrolling and observing the above location(s) as directed by Client.
- Any unusual incidents detected or reported will be reported to Client via the designated Client contact. An incident report will be filled out and a copy will be forwarded to Client. The Security professional creating the report will be available to explain the incident report during their shift.
- The Security professional will also report criminal activity and/or visible hazards observed and/or reported while on post.

The location(s), day(s) and time(s) listed in this Exhibit A may not be altered by Client, unless mutually agreed upon in writing, and signed by the parties. The scope of services does not include any structures, parking lots, appurtenances, or nearby areas not specifically listed in herein.

**EXHIBIT "B"**

**to Agreement Between**

**Allied Universal  
and  
Park Creek Community Development District**

**BILLING RATES**

The initial Billing Rates for the Services shall be as follows:

For Location 1:	Unarmed	Armed
Security Professional Regular Rate	\$16.44 per hour	\$_____ per hour
Security Professional Overtime* Rate	\$24.66 per hour	\$_____ per hour
Security Professional Holiday Rate	\$24.66 per hour	\$_____ per hour
Supervisor Regular Rate	\$_____ per hour	\$_____ per hour
Supervisor Overtime* Rate	\$_____ per hour	\$_____ per hour
Supervisor Holiday Rate	\$_____ per hour	\$_____ per hour

For Location 2:	Unarmed	Armed
Security Professional Regular Rate	\$_____ per hour	\$_____ per hour
Security Professional Overtime* Rate	\$_____ per hour	\$_____ per hour
Security Professional Holiday Rate	\$_____ per hour	\$_____ per hour
Supervisor Regular Rate	\$_____ per hour	\$_____ per hour
Supervisor Overtime* Rate	\$_____ per hour	\$_____ per hour
Supervisor Holiday Rate	\$_____ per hour	\$_____ per hour

**Additional Notes:**

- > Mutually agreed-upon merit increases will result in a Bill Rate increase.
- > Sales Tax is not included in bill rate above.
- > Paid vacation is included

**Tax- Exempt CDD\*\*\*\***

\* *Requested Overtime:* With requests for a specific individual to work more than their Overtime Limit for any special reason, regardless of the notice provided and provided that the individual is able to accommodate, only the overtime impact for that individual will be billed. An individual's Overtime Limit may be a weekly (e.g. 40 hours) or daily limit (e.g. 8 hours) depending on the location. Example, in a location where 40 hours per week is the Overtime Limit: "We need Officer Smith to stay two extra hours at the end of his shift to help with a special project." The additional two hours will be billed at the overtime rate if those hours exceed the Overtime Limit of 40 hours per week.

- 
1. **ADDITIONAL BILLING TERMS EXTRA SERVICE REQUESTS.** Additional service requests will be billed at the supplemental deployment rate which shall not be less than the overtime bill rate. The supplemental deployment rate for such additional services will continue to apply until this Agreement is amended in writing to provide for the increase in base hours.

2. The holiday billing rate shall be used for all work performed on New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or by applicable collective bargaining agreement.
3. A labor strike or other emergency situation that creates a working environment for security professionals that is more hazardous than the normal condition under this Agreement will be cause to negotiate a temporary billing rate for modified services.
4. Allied Universal shall be compensated for all time including preparation, travel to/from, and actual time spent in any court of law, judicial, quasi-judicial or other proceeding, mediation, deposition, arbitration to which Allied Universal is subpoenaed or agrees to appear, arising out of, or relating to, this Agreement at the rate of: \$125.00 per hour, for director or manager and \$65.00 per hour for all other employees in addition to reasonable costs and expenses incurred. This paragraph will survive the termination of this Agreement.
5. Should Client require Allied Universal to provide uninterrupted Services during such Legally Mandated Break Periods, such requirement must be expressly stated in the Description of Services on Exhibit "A". Such uninterrupted Services and all costs associated therewith are billable at the applicable bill rate for such relief personnel.

**ADDENDUM #1  
PARK CREEK COMMUNITY DEVELOPMENT DISTRICT  
SECURITY AGREEMENT**

**THIS PARK CREEK COMMUNITY DEVELOPMENT DISTRICT SECURITY ADDENDUM #1** the (“Addendum #1”) is made as of the 1st day of August 2020, by and between **Universal Protection Service, LLC** d/b/a Allied Universal Security Services (the “Contractor”) whose address is Eight Tower Bridge, 161 Washington Street, Suite 600, Conshohocken, Pennsylvania 19428 and the **Park Creek Community Development District** (the “District”) whose mailing address is c/o DPGF, 250 International Parkway, Suite 280, Lake Mary, Florida 32746.

**WHEREAS**, the Contractor has represented to the District that it is duly licensed in the state of Florida and qualified to perform the job duties and has any and all approvals and licenses as required by law to provide the public these services; and

**WHEREAS**, the Contractor and the District entered into a security services agreement dated August 1, 2020 (the “Agreement”);

**WHEREAS**, by the execution of this Addendum #1, it is agreed that the Contractor will be performing professional services as an independent contractor and will not be subject to the control of the District as to the means and method of performance of the services.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and conditions herein contained, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of the Agreement.

2. **AMENDED SECTIONS OF THE AGREEMENT.** The following sections are hereby added or amended to the Agreement:

**SECTION H. TERMINATION.** Either party may terminate this Agreement without cause with thirty (30) days written notice by the other party;

**SECTION I. CONTROLLING LAW.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida with venue in Hillsborough County, Florida; and

**SECTION J. 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 the contract term and following completion of the contract 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 the contract 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-374-9104 (EXT. 4301), TONYA.ELLIOT-MOORE@DPFG.COM, OR AT 250 INTERNATIONAL PARKWAY, SUITE 280, LAKE MARY, FLORIDA 32746, 813-374-9105.**

**17. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of the Agreement shall not affect the validity or enforceability of the remaining portions of the Agreement, or any part of the Agreement not held to be invalid or unenforceable.

**18. RATIFICATION..** The District and the Contractor each has the authority to execute the Agreement as modified by Addendum #1 and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum #1.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum #1 as of the day and year first written above.

**Universal Protection Service, LLC  
d/b/a Allied Universal Security Services**

**Park Creek  
Community Development District**

By: \_\_\_\_\_  
Robert C. Wood  
President, Southeast Region

By:  7-15-20  
Michael Lawson  
Chair of the Board of Supervisors



1-of-2

# All American

## LAWN & TREE SPECIALIST INC

### Proposal Submitted To:

Name	Park Creek CDD - / Tonya Elliott Moore		7-10-20
Address	10311 Riverdale Rise Dr Amenity Building		
City	RIVERVIEW	State	FLA
Home/Office	Cell	Email	Zip 33578

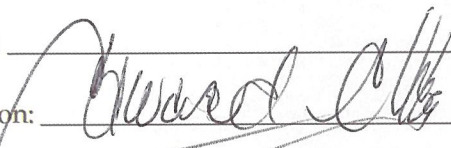
	Description	Quantity	Price	Amount
	Houses are on Riverdale Rise Dr.			
	Tree Trimming or Removal are in the			
	Back of the house in the trail area			
1.	10325 Riverdale Rise Dr			\$1645.00
	2- Oak Trees Cut Back			
	1- Pine Trees - Cutting Back Branches hanging			
	over the pool			
2.	10323 Riverdale Rise Dr.			\$945.00
	2- Oak Tree Cut Back			
3.	10321 Riverdale Rise Dr			\$475.00
	1- Oak Tree Clean up			
	1- Pine Tree Clean up			
4.	10319 Riverdale Rise Dr			\$1365.00
	2- Oak Tree Cut Back			
	1- Pine Tree - Cut Back Branches over Pool Screen			

Thank you for your business!

Total:

**ACCEPTANCE OF PROPOSAL:** The above price, specifications, and conditions are satisfactory and are hereby accepted. All American Lawn and Tree is authorized to do the work as specified. Customer agrees to pay any expense fees involved in collection if needed. For any materials in addition to those stated above a verbal or written quote will be provided to the customer. Any delay in materials are beyond our control.

**WARRANTY: ALL SALES ARE FINAL.** All American Lawn and Tree guarantees all turf and plant products to be relatively free of harmful insects, diseases, and free of weeds as indicated from the fields. Since we have no control over watering, chemical use, soil conditions, insects, or weather conditions, the customer is liable for the conditions of the product. Guarantee ends at the time of acceptance of this product.

Signature:  Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Sales Person: \_\_\_\_\_ Cell #: 813-951-1921 Date: 7-10-20

2817 Turkey Creek Road  
Plant City, FL 33566

AALTS1991@Gmail.com  
www.AllAmericanLawnAndTree.com

Phone: (813) 571-0091  
Fax: (813) 752-6677

**Proposal valid for 30 days**



2 of 2

# All American

## LAWN & TREE SPECIALIST INC

### Proposal Submitted To:

Name	Park Creek CDD / Tonya Elliott Moore		7-10-20
Address	10311 Riverdale Rise Dr		
City	RIVERVIEW	State	FL Zip 33578
Home/Office	Cell	Email	

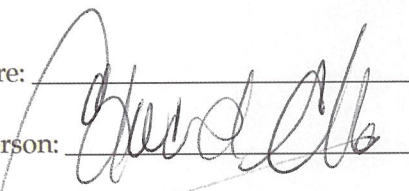
	Description	Quantity	Price	Amount
	House are on Riverdale Rise Dr			
	Tree Trimming or Removal are in the			
	Back of the house in the Trail area			
5.	10317 Riverdale Rise Dr			\$560.00
	1- Oak Tree - Cut Back Branches hanging over the fence			
6.	10315 Riverdale Rise Dr.			\$1295.00
	2- Oak Tree Cut Back			
7.	10313 Riverdale Rise Dr.			\$1295.00
	1- Oak Tree - Cut Back Branches hanging over the fence			
8.	10311 Riverdale Rise Dr.			\$1175.00
	2- Oak Tree			

Thank you for your business!

Total: \$8955.00

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Phone: (813) 571-0091  
Fax: (813) 752-6677

Proposal valid for 30 days



## Lore\_Yeira

---

**From:** Tonya\_Elliott-Moore  
**Sent:** Friday, July 10, 2020 5:19 PM  
**To:** Mike Lawson  
**Cc:** Ken\_Joines; Larry Krause; Lore\_Yeira; Anderson\_Davis  
**Subject:** RE: Park Creek CDD Riverdale Rise Dr Tree Removals

Thank you – we will get the PO cut.

**Tonya Elliott Moore**  
District Manager



250 International Pkwy Suite 280,  
Lake Mary, FL 32746  
Phone: 813-374-9104 Ext 4301  
Email: [Tonya.Elliott-Moore@dpfg.com](mailto:Tonya.Elliott-Moore@dpfg.com)  
Website: [www.dpfg.com](http://www.dpfg.com)

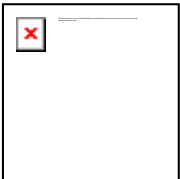
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**From:** Mike Lawson  
**Sent:** Friday, July 10, 2020 5:22 PM  
**To:** Tonya\_Elliott-Moore  
**Cc:** Ken\_Joines ; Larry Krause ; Lore\_Yeira ; Anderson\_Davis  
**Subject:** RE: Park Creek CDD Riverdale Rise Dr Tree Removals

Please proceed Tonya



**Mike Lawson** | Managing Director, Operations  
METRO DEVELOPMENT GROUP  
2502 N. Rocky Point Drive | Ste 1050 | Tampa, FL 33607  
office: 813.288.8078 | mobile: 813.843.3875  
[mike@MetroDevelopmentGroup.com](mailto:mike@MetroDevelopmentGroup.com)  
[MetroDevelopmentGroup.com](http://MetroDevelopmentGroup.com) | [MetroPlaces.com](http://MetroPlaces.com)

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**From:** Tonya\_Elliott-Moore <[tonya.elliott-moore@dpfg.com](mailto:tonya.elliott-moore@dpfg.com)>  
**Sent:** Friday, July 10, 2020 5:14 PM  
**To:** Mike Lawson <[Mike@metrodc.com](mailto:Mike@metrodc.com)>  
**Cc:** Ken\_Joiner <[ken.joiner@dpfg.com](mailto:ken.joiner@dpfg.com)>; Larry Krause <[larry.krause@dpfg.com](mailto:larry.krause@dpfg.com)>; Lore\_Yeira <[lore.yeira@dpfg.com](mailto:lore.yeira@dpfg.com)>; Anderson\_Davis <[anderson.davis@dpfg.com](mailto:anderson.davis@dpfg.com)>  
**Subject:** FW: Park Creek CDD Riverdale Rise Dr Tree Removals

Mike,

This is to go clean up the landscaping along the creek path that residents have asked to have cleaned up.

We have \$13,200 still in the budget to pay for this work.

Thank you,

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District Manager



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**From:** Edward Alba <[ed@earth-techpropertiesolutions.com](mailto:ed@earth-techpropertiesolutions.com)>  
**Sent:** Friday, July 10, 2020 11:41 AM  
**To:** Tonya\_Elliott-Moore <[tonya.elliott-moore@dpfg.com](mailto:tonya.elliott-moore@dpfg.com)>; Kelly\_Rowe <[kelly.rowe@dpfg.com](mailto:kelly.rowe@dpfg.com)>; Lore\_Yeira <[lore.yeira@dpfg.com](mailto:lore.yeira@dpfg.com)>; Anderson\_Davis <[anderson.davis@dpfg.com](mailto:anderson.davis@dpfg.com)>; Larry Krause <[larry.krause@dpfg.com](mailto:larry.krause@dpfg.com)>  
**Subject:** Park Creek CDD Riverdale Rise Dr Tree Removals

Good morning,  
Here are the quotes for the tree removals on Riverdale Rise Dr. Please let me know if you have any questions.

Thank you,

Ed Alba  
General Manager

Earth-Tech Property Solutions  
Ph: (813) 951-1921

## Lore\_Yeira

---

**From:** Tonya\_Elliott-Moore  
**Sent:** Friday, July 10, 2020 5:22 PM  
**To:** Lore\_Yeira  
**Cc:** Ken\_Joines; Larry Krause  
**Subject:** RE: Park Creek

Yes.

**Tonya Elliott Moore**  
District Manager



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Lake Mary, FL 32746

Phone: 813-374-9104 Ext 4301

Email: [Tonya.Elliott-Moore@dpfg.com](mailto:Tonya.Elliott-Moore@dpfg.com)

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**Cc:** Ken\_Joines ; Larry Krause  
**Subject:** Park Creek

Hey Tonya,  
Do you want a po# for the both of these?



Lore Yeira  
Associate Manager  
[Lore.yeira@dpfg.com](mailto:Lore.yeira@dpfg.com)

[www.dpfg.com](http://www.dpfg.com)

office: 813-418-7473 EXT 4303

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# All American LAWN & TREE SPECIALIST INC

Proposal Submitted To:			
Name	ParkCreek CDD - /Tonya Elliott Moore - 7-9-20		
Address	10311 Riverdale Rise Dr Amenity Building		
City	RIVERVIEW	State	Fla Zip 33
Home/Office	Cell	Email	tonya.elliott-moore@dptg.com
Description	Quantity	Price	Amount
Houses are on Riverdale Rise Dr			
TREE trimming or Removal are in the			
Back of the houses in the trail area.			
10909 RIVERdale Rise Dr			
Removal of Two large Southern PINE TREE			\$3120.00
Thank you for your business!		Total:	\$3120.00

**ACCEPTANCE OF PROPOSAL:** The above price, specifications, and conditions are satisfactory and are hereby accepted. All American Lawn and Tree is authorized to do the work as specified. Customer agrees to pay any expense fees involved in collection if needed. For any materials in addition to those stated above a verbal or written quote will be provided to the customer. Any delay in materials are beyond our control.

**WARRANTY: ALL SALES ARE FINAL.** All American Lawn and Tree guarantees all turf and plant products to be relatively free of harmful insects, diseases, and free of weeds as indicated from the fields. Since we have no control over watering, chemical use, soil conditions, insects, or weather conditions, the customer is liable for the conditions of the product. Guarantee ends at the time of acceptance of this product.

Signature: [Signature] Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Sales Person: [Signature] Cell #: 813-951-1921 Date: 7-9-20

2817 Turkey Creek Road  
Plant City, FL 33566

AALTS1991@Gmail.com  
www.AllAmericanLawnAndTree.com

Phone: (813) 571-0091  
Fax: (813) 752-6677

**Proposal valid for 30 days**

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District Manager



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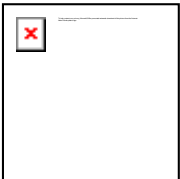
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**Subject:** RE: Park Creek CDD Riverdale Rise Dr Tree Removals

Please proceed Tonya



**Mike Lawson** | Managing Director, Operations  
METRO DEVELOPMENT GROUP  
2502 N. Rocky Point Drive | Ste 1050 | Tampa, FL 33607  
office: 813.288.8078 | mobile: 813.843.3875  
[mike@MetroDevelopmentGroup.com](mailto:mike@MetroDevelopmentGroup.com)  
[MetroDevelopmentGroup.com](http://MetroDevelopmentGroup.com) | [MetroPlaces.com](http://MetroPlaces.com)



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District Manager



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