

**SOUTH CREEK
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
REGULAR MEETING
NOVEMBER 04, 2021**

**SOUTH CREEK
COMMUNITY DEVELOPMENT DISTRICT AGENDA
THURSDAY, NOVEMBER 04, 2021 AT 2:00 P.M.
THE OFFICES OF MERITUS
LOCATED 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FL 33607**

District Board of Supervisors	Chair Vice-Chair Supervisor Supervisor Supervisor	Kelly Evans Jeffery Hills Laura Coffey Ryan Motko Nicholas Dister
District Manager	Meritus	Brian Lamb
District Attorney	Straley Robin Vericker	John Vericker
District Engineer	Stantec, Inc	Tonja Stewart

All cellular phones and pagers must be turned off while in the meeting room

The meeting will begin at **2:00 p.m.**

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 873-7300, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 who can aid you in contacting the District Office.

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

November 04, 2021
Board of Supervisors
South Creek Community Development District

Dear Board Members:

The Regular Meeting of the South Creek Community Development District will be held on **November 04, 2021 at 2:00 p.m.** at the Offices of Meritus located at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607. **Please let us know at least 24 hours in advance if you are planning to call into the meeting.** Following is the Agenda for the Meeting:

Call In Number: 1-866-906-9330

Access Code: 4863181

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
 - A. Ratification of Landscape Maintenance Agreement.....Tab 01
 - B. Ratification of Aquatic Management Agreement.....Tab 02
 - C. General Matters of the District
- 4. CONSENT AGENDA**
 - A. Consideration of Minutes of the Regular Meeting August 05, 2021.....Tab 03
 - B. Consideration of Operation and Maintenance Expenditures September 2021.....Tab 04
 - C. Review of Financial Statements Month Ending September 30, 2021.....Tab 05
- 5. VENDOR AND STAFF REPORTS**
 - A. District Counsel
 - B. District Manager
 - C. District Engineer
- 6. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 7. ADJOURNMENT**

Sincerely,



Brian Lamb, CEO
Meritus

**LANDSCAPE
MAINTENANCE AGREEMENT**

This Landscape Maintenance Agreement (the “**Agreement**”) is made and entered into effective the ____ day of October, 2021, by and between the South Creek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Hillsborough County, Florida, whose mailing address is 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 (the “**District**”), and Steadfast Contractors Alliance, LLC, a Florida limited liability company, whose mailing address is 30435 Commerce Drive, Unit 102, San Antonio, Florida 33576 (the “**Contractor**”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including surface water management systems, recreation amenities, landscaping, and other infrastructure; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide landscape maintenance services for certain lands within and around the District; and

WHEREAS, Contractor, represents that it has the skills, knowledge, and ability to provide such operation and management services to the District in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the District and Contractor (collectively, referred to as the “**Parties**”), the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Recitals. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Contractor’s Obligation. The Contractor will provide landscape maintenance services for certain lands within and around the District. Specifically, Contractor shall provide the services for the Common Areas identified in **Exhibit “A”**, which is attached hereto and incorporated herein by reference (the “**Proposal**”). Contractor shall provide all labor and equipment necessary for such Common Areas service. The Contractor shall submit a written report to the District each month detailing the work that was performed that month.

Section 3. Billing and Payment. The District agrees to compensate the Contractor for the work described in the Proposal at the rate of \$2,521.67 total per month. Each month the Contractor shall submit an invoice to the District for the work performed the previous month. The District shall pay the Contractor within forty-five (45) days of receipt of invoices.

Section 4. Care of the Property. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair or replace, to the District's satisfaction, any damage resulting from Contractor's activities and work within twenty-four (24) hours. In the event Contractor does not repair or replace the damage to District's satisfaction, Contractor shall be responsible for reimbursing District for such damages.

Section 5. Insurance. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District obtaining the required insurance.

Section 6. Independent Contractor. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District. Contractor and District agree that Contractor is and shall remain at all times an independent contractor and shall not in any way claim or be considered an employee of the District.

Section 7. Indemnification. Contractor agrees to indemnify and hold harmless the District and its officers, agents, and employees from any and all liability, claims, actions, suits, demands and obligations by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor. Obligations shall include the payment of all settlements, judgments, damages, penalties, forfeitures, back pay, court costs, arbitration and/or mediation costs, litigation expenses, attorneys fees and paralegal fees (whether in court, out of court, on appeal or in bankruptcy proceedings), as ordered.

Section 8. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 9. Negotiation at Arm's Length. This Agreement has been negotiated fully between the parties as an arms length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

Section 10. Authority to Contract. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

Section 11. Notices. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by Federal Express or First Class Mail, postage prepaid, to the parties, as follows:

- a. If to Contractor: Steadfast Contractors Alliance, LLC
30435 Commerce Drive, Unit 102
San Antonio, Florida 33576
Attn: Manager

- b. If to District: South Creek
Community Development District
c/o Meritus
2005 Pan Am Circle, #300
Tampa, Florida 33607

Section 12. Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

Section 13. Assignment. Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignment entered into without the written approval of the District shall be invalid and unenforceable.

Section 14. Applicable Law. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in Hillsborough County, Florida.

Section 15. Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes:

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

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

Section 16. 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.

Section 17. Public Records. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-873-7300, OR BY EMAIL AT BRIAN.LAMB@MERITUSCORP.COM OR BY REGULAR MAIL AT 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FLORIDA 33607.

Section 18. Enforcement of Agreement. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by fire, floods, strikes, riots, war, acts of God, accidents, material unavailability, governmental order and/or regulations. In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.

Section 19. Effective Date and Term. The Effective Date of this Agreement is October 15, 2021. This Agreement is for a term of twelve (12) months and, unless terminated in accordance herewith, may be automatically renewed for a one (1) year term.

Section 20. Cancellation. District may terminate this Agreement without cause upon thirty (30) days written notice to Contractor. Contractor may terminate this Agreement without cause upon sixty (60) days written notice to District. In the event either party cancels this Agreement, Contractor agrees to accept the balance due and owing to them at the effective date of cancellation for the work performed up to that date.

Section 21. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. To the extent that anything contained within **Exhibit "A"** conflicts with anything contained within this Agreement, this Agreement shall control.

Section 22. Amendment. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

Section 23. Compliance with Governmental Regulation. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

Section 24. Manner of Contractor's Performance. The Contractor agrees, as an independent contractor, to undertake work and/or perform or have performed such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

- A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- B. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. The District hereby designates the District Manager, or a representative of the District Manager, to act as its representative.

Section 25. E-Verify. Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.
- c. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.

Section 26. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

Section 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.

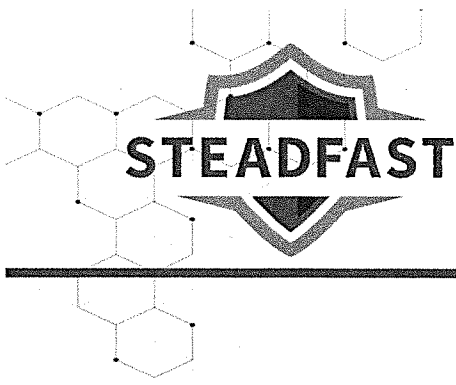
IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

Steadfast Contractor's Alliance, LLC

**South Creek
Community Development District**

Name: _____
Title: _____
Date: _____

Kelly Evans
Chair of the Board of Supervisors
Date: _____



Maintenance Contract
 South Creek CDD, Phase 1

October 18, 2021

South Creek CDD
 c/o Meritus Corp
 2005 Pan Am Circle, Suite 300
 Tampa, FL 333607

Attn: Ms. Kelly Evans

We appreciate the opportunity to present this proposal to show how Steadfast will enhance the quality of your property. Our team is committed to integrating the specific needs of your property within your service and budget considerations.

We hereby propose the following for your review:

Landscape Maintenance of Common Areas of Phase 1

Service	Price per Month	Price Per Year
General Maintenance Services	\$2,205.00	\$26,460.00
Water Management	\$150.00	\$1,800.00
Fertilization Plan	\$166.67	\$2,000.00
Total	\$2,521.67	\$30,260.00

Additional Services

These items to be billed in addition to the base fee and at the time the service is performed.

Service	Estimated # of Units	Price per Unit Installed
Pressure Washing	TBD	\$TBD**
Mulch	TBD	\$55.00 per Yard
Annuals	TBD	\$2.75 per 4" plant
Top Choice (annual fire ant program)	TBD	\$TBD

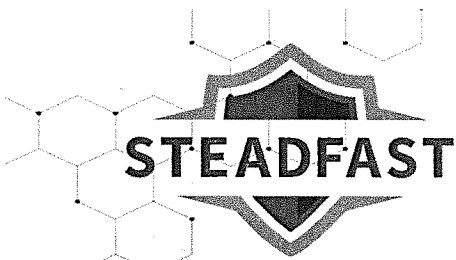
Additional Services that Steadfast can provide outside of maintenance services:

Landscape Enhancements	Pressure Washing	Aquatic Maintenance
Minor Handyman Repairs	Painting	Clearing and Cutbacks

Services Provided by our sister company: Uplifting Air, LLC

HVAC Install, Install, Maintenance and Service Repairs.

***Current Steadfast customers will receive a 10% discount on services when using Uplifting Air.*



Agreement

The contract will run for one year starting **October 15, 2021**. If upon expiration of this agreement, both parties have not signed a new contract, this contract shall automatically be renewed for a one-year term. Changes to contract prices shall be in writing and agreed upon by both parties.

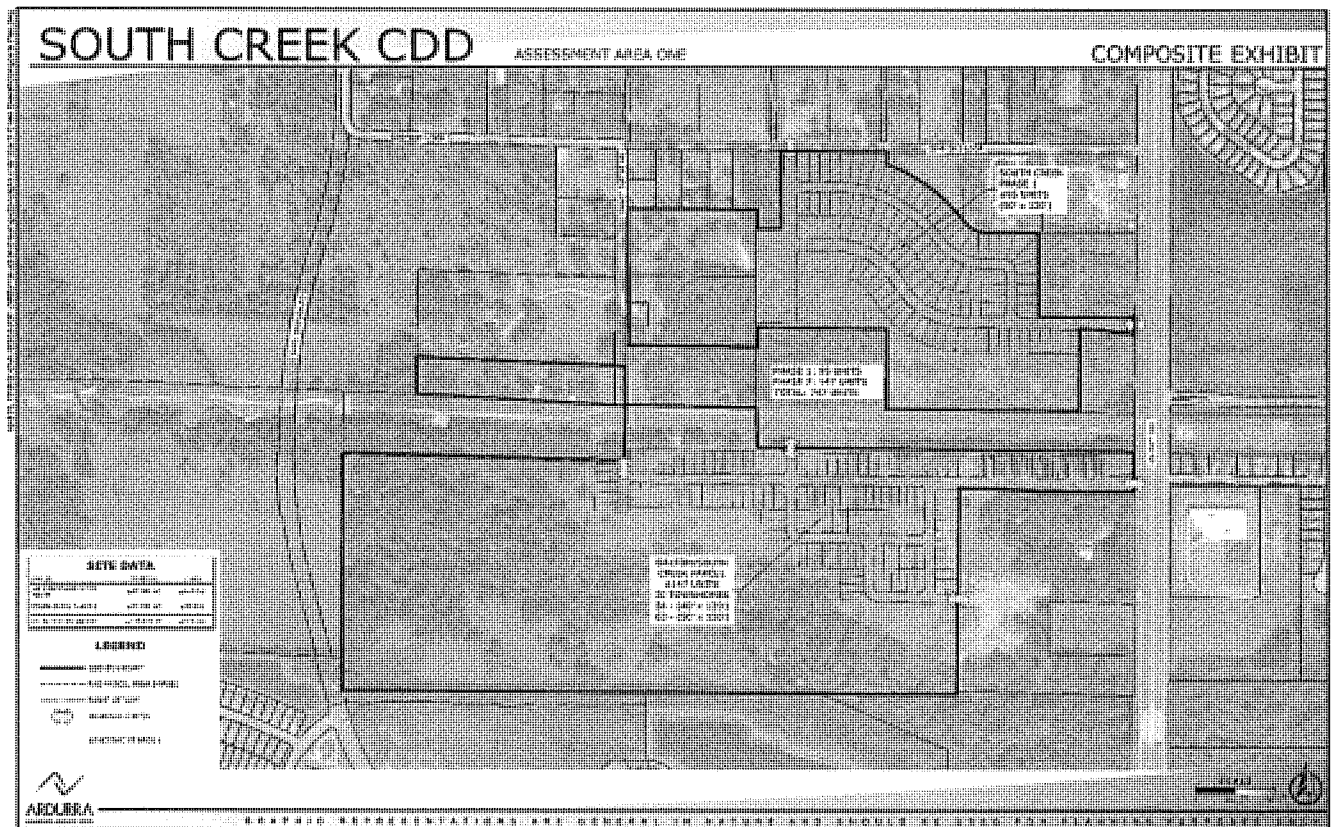
The goal of this contract is that upon completion of each visit to the client, the property appearance shall be maintained to the highest reasonable standard possible given the nature of the property and its individual condition.

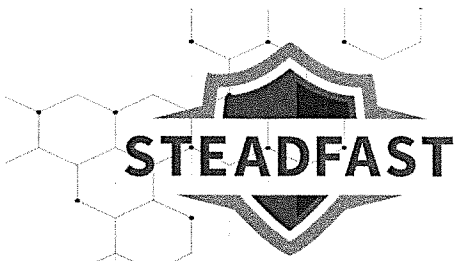
Steadfast Contractors Alliance, LLC. / HC Property Maintenance, LLC, DBA Steadfast, here after referred to as Landscaper / Contractor, agrees to furnish all supervision, labor, materials, supplies, and equipment to perform the work hereinabove. Proof of insurance and necessary licenses will be provided if requested by client. Landscaper will also provide workman's compensation and proof thereof on employees if requested by client.

The contract does not attempt to address damage caused by vandalism, floods, hurricanes, poor drainage, or other incidents beyond the control of the contractor. The contractor will endeavor to address such contingencies upon client's request by separate agreement.

Service Area

South Creek CDD – Phase 1: 10441 Alder Green Drive Riverview, FL 33578





Compensation

Contractor shall be paid monthly. On the first (1st) day of the month, the Contractor shall tender to the Customer and bill or invoices for those services rendered during the current month which shall be paid by the Customer by the first day of the following month.

Conditions:

This contract is for a period of (12) twelve months. This agreement shall remain in force for a period of 1 year. If, upon expiration of this agreement, a new agreement has not been executed by both parties, this agreement shall automatically be renewed for a period of 1 year from the date of expiration of the previous term at the annual fees stated with the addition of a 3.5% cost of living increase. Either party may cancel this contract, with or without cause, with a thirty (30) day written notice by certified mail.

No Finance Charge will be imposed if the total of such purchases is paid in full within 30 days of invoice date. If not paid in full within 30 days, then a FINANCE CHARGE will be imposed from the invoice date on the balance of purchases at a periodic rate of 1 1/2 % per month (18% Annual) until paid and Steadfast Contractors Alliance, LLC. / HC Property Maintenance, LLC, DBA Steadfast, shall have the right to elect to stop work under this Contract until all outstanding amounts, including Finance Charges, are paid in full. Payments will be applied to the previously billed Finance Charges, and thereafter, in order, to the previous invoices and finally to the New Invoices. In the event, any or all the amounts due under this Agreement are collected by or through an attorney, the Purchaser/Owner agrees to pay all reasonable attorneys' fees.

Utilities Usage: The Client shall allow the Contractor usage of utilities if needed.

Fuel Surcharge: For purposes of this agreement, the standard price for (1) gallon of regular unleaded fuel shall be specified as the Florida average price per the Florida Attorney General's office. In the event that the average price is escalated over that of \$4.00 per gallon, a 3% fuel surcharge shall be added to each invoice. The 3% fuel surcharge will be suspended from all future invoices when the average gallon price drops below that of \$4.00 per gallon, however, the charge may again be implemented in the future invoices should the average gallon price again escalates over the established \$4.00 base price.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases the Contractor's costs associated with providing the services under this Agreement, the Contractor reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Contractor must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.

This contract is withdrawn unless executed within ninety (90) days of the date of this document.

Thank you for the opportunity to submit this contract. We look forward to becoming part of your team.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter this Agreement on its own behalf and on behalf of the record owner of the service area, and that this Agreement is a legally binding obligation of the undersigned and the record owner of the service area.

In witness, whereof the parties to this agreement have signed and executed it this _____.

South Creek CDD

Steadfast

Signature of Representative

Signature of Owner or Agent

Title

Division Manager

Title



702 17th St E
Palmetto, FL 34221

407.717.5851
www.sitexaquatics.com

Aquatic Management Agreement

This agreement is between Sitex Aquatics, LLC. Hereafter called Sitex and SouthCreek CDD hereafter called "customer"

Customer: SouthCreek CDD
C/O: Lennar
Contact: Mrs. Kelly Evans
Address: 4600 W Cypress St Suite 200 Tampa, FL 33607
Email: Kelly.Evans@Lennar.com
Phone: 813.731.7048

Sitex agrees to provide aquatic management services for a period of n/a months In accordance with the terms and conditions of this agreement in the following sites:

Two (2) Waterways located in the SouthCreek community in Riverview, FL (see attached map)

Customer agrees to pay Sitex the following amounts during the term of this agreement for the specific service:

- 1. Initial cut out of shoreline vegetation (Cattails & Primrose)

Service shall consist of a 1-time removal

Customer agrees to pay Sitex the following amount during the term of this agreement which shall be N/A thru N/A Agreement will automatically renew as per Term and Conditions:

Total Maintenance Cost: \$1,420.00

Invoice is due and payable within 30 days. Overdue accounts may accrue a service charge.

Customer acknowledges that he/she has read and is familiar with the additional terms and conditions printed on the reverse side, which are incorporated in this agreement.

DocuSigned by:
Kelly Evans
F00BE109B00C2407...
10/11/2021
Accepted By _____ Date

Joseph T. Craig
10/11/2021
Submitted by: Joe Craig _____ Date

Terms & Conditions

Sitex agrees to provide all labor, supervision, and equipment necessary to carry out the work. There shall be no variance from these specifications unless expressly stated though an addendum.

The Annual Cost will be paid to Sitex in Twelve (12) equal payments, which are due and payable in advance of each month in which the service will be rendered and will be considered late on the 30th of that month. A surcharge of two percent (2%) per month will be added for delinquent payments. The Customer is responsible for any collection or attorney's fees required to collect on this agreement.

This Agreement will be for a twelve (12) month period. This Agreement shall be automatically renewed at the end of the twelve (12) months. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing to Customer. Both parties agree that service shall be continuous without interruption.

Additional Services requested by the customer such as trash clean up, physical cutting or paint removal, and other additional services performed will be billed separately at the current hourly equipment and labor rates.

Cancellation by either the Customer or Sitex may terminate the Agreement without cause at any time. Termination shall be by written notice, received by either the customer or Sitex at least thirty (30) days prior to the effective date of the termination.

Neither party shall be responsible for damage, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of Nature, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. • Sitex agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of Sitex. However, Sitex shall in no event be liable to Customer or other for indirect, special or consequential damage resulting from any cause whatsoever.

It is agreed by both Parties that the work performed under this Agreement will be done on a schedule that is sensitive to the overall function of the property. Additionally, it is understood that all work will be performed during the normal business week (Monday-Friday) unless otherwise stipulated.

Sitex shall maintain the following insurance coverage and limits;

- (a) Workman's Compensation with statutory limits;
- (b) Automobile Liability;
- (c) Comprehensive General Liability including Property Damage, Completed Operations, and Product Liability.

A Certificate of insurance will be provided upon request. Customers requesting special or additional insurance coverage and/or language shall pay resulting additional premium to Sitex to provide such coverage. • This Agreement shall be governed by the laws of the state of Florida.

**SOUTH CREEK
COMMUNITY DEVELOPMENT DISTRICT**

October 7, 2021 Minutes of Regular Meeting

Minutes of the Regular Meeting

The Regular Meeting of the Board of Supervisors for the South Creek Community Development District was held on **Thursday, October 7, 2021 at 2:00 p.m.** at the Offices of Meritus located at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607.

1. CALL TO ORDER

Brian Lamb called the Regular Meeting and of the Board of Supervisors of the South Creek Community Development District to order on **Thursday, October 7, 2021 at 2:00 p.m.**

Board Members Present and Constituting a Quorum:

Kelly Evans	Chair
Nick Dister	Supervisor
Ryan Motko	Supervisor

Staff Members Present:

Brian Lamb	District Manager, Meritus
Vanessa Steinerts	District Counsel, Straley Robin Vericker

There were no members of the general public in attendance.

2. PUBLIC COMMENT ON AGENDA ITEMS

There were no public comments on agenda items.

3. BUSINESS ITEMS

**A. Consideration of Resolution 2022-01; Supplemental Assessment Resolution –
Final Terms of 2021 Bonds**

Mr. Lamb reviewed the resolution with the Board.

MOTION TO:	Approve Resolution 2022-01.
MADE BY:	Supervisor Evans
SECONDED BY:	Supervisor Motko
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 3/0 - Motion Passed Unanimously

46 **B. General Matters of the District**

47
48 There were no general matters to discuss at this time.
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51 **4. CONSENT AGENDA**

- 52 **A. Consideration of Minutes of the Regular Meeting August 5, 2021**
53 **B. Consideration of Operations and Maintenance Expenditures July 2021**
54 **C. Consideration of Operations and Maintenance Expenditures August 2021**
55 **E. Review of Financial Statements for Month Ending August 31, 2021**
56

57 The Board reviewed the Consent Agenda items.
58

MOTION TO:	Approve the Consent Agenda.
MADE BY:	Supervisor Evans
SECONDED BY:	Supervisor Dister
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 3/0 - Motion Passed Unanimously

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67 **5. VENDOR AND STAFF REPORTS**

- 68 **A. District Counsel**
69 **B. District Engineer**
70 **C. District Manager**
71

72 There were no additional reports from staff.
73
74

75 **6. SUPERVISOR REQUESTS**

76
77 Supervisor Evans noted she would like to receive the supervisor compensation for the meetings.
78
79

80 **7. AUDIENCE QUESTIONS, COMMENTS AND DISCUSSION FORUM**

81
82 There were no audience comments.
83
84
85

86 **8. ADJOURNMENT**

87

88	MOTION TO:	Adjourn.
89	MADE BY:	Supervisor Evans
90	SECONDED BY:	Supervisor Dister
91	DISCUSSION:	None further
92	RESULT:	Called to Vote: Motion PASSED
93		3/0 - Motion Passed Unanimously

94

95 **Please note the entire meeting is available on disc.*

96

97 **These minutes were done in summary format.*

98

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

103

104 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly**
105 **noticed meeting held on _____.**

106

107

108

109 _____
Signature

110

111

112 _____
Printed Name

113

114 **Title:**

115 **Secretary**

116 **Assistant Secretary**

117

118

119

120

121

122

123

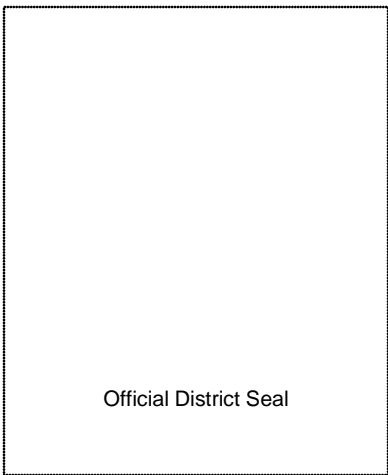
124

125

126

127

128



109 _____
Signature

112 _____
Printed Name

114 **Title:**

115 **Chairman**

116 **Vice Chairman**

Recorded by Records Administrator

Signature

Date

South Creek CDD Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Meritus Districts	10906	\$ 1,009.24		District Management Service - September 2021
Monthly Contract Sub-Total		\$ 1,009.24		
Variable Contract				
Variable Contract Sub-Total		\$ 0.00		
Utilities				
Utilities Sub-Total		\$ 0.00		
Regular Services				
Regular Services Sub-Total		\$ 0.00		
Additional Services				
Additional Services Sub-Total		\$ 0.00		
TOTAL:		\$ 1,009.24		

Approved (with any necessary revisions noted):

Signature

Printed Name

Title (check one):

Chairman Vice Chairman Assistant Secretary

Meritus Districts

2005 Pan Am Circle
Suite 300
Tampa, FL 33607

Voice: 813-397-5121
Fax: 813-873-7070

INVOICE

INVOICE NO.: 10906
DATE: 09/01/2021
DUE DATE: 09/01/2021

BILLING ADDRESS
South Creek CDD
2005 Pan Am Circle, Suite 300
Tampa, FL 33607

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
5/300/3101	District Management Services September		1,000.00
1101	Postage July		2.04
48 4101	Copies BW July	0.15	7.20
SUBTOTAL			1,009.24
NEW CHARGES			
TOTAL			1,009.24

South Creek Community Development District

Financial Statements
(Unaudited)

Period Ending
September 30, 2021



Meritus Districts
2005 Pan Am Circle ~ Suite 300 ~ Tampa, Florida 33607
Phone (813) 873-7300 ~ Fax (813) 873-7070

**South Creek CDD
Balance Sheet**
As of 9/30/2021
(In Whole Numbers)

	General Fund	Debt Service Fund - Series 2021	Capital Projects Fund - Series 2021	General Fixed Assets	General Long-Term Debt	Total
Assets						
Cash-Operating Account	1,862	0	0	0	0	1,862
Investment - Revenue 2021 (4000)	0	2	0	0	0	2
Investment - Reserve 2021 (4003)	0	162,850	0	0	0	162,850
Investment - Acq & Const 2021 (4005)	0	0	1,500,016	0	0	1,500,016
Investment - Acq & Const Phase One 2021 (4006)	0	0	1,756,476	0	0	1,756,476
Investment - Acq & Const Phase Two 2021 (4007)	0	0	1	0	0	1
Investment - Cost of Issuance 2021 (4008)	0	0	0	0	0	0
Construction Work in Progress	0	0	0	2,296,282	0	2,296,282
Amount To Be Provided-Debt Service	0	0	0	0	5,885,000	5,885,000
Total Assets	<u>1,862</u>	<u>162,852</u>	<u>3,256,493</u>	<u>2,296,282</u>	<u>5,885,000</u>	<u>11,602,488</u>
Liabilities						
Accounts Payable	9,840	0	0	0	0	9,840
Revenue Bonds Payable - Series 2021	0	0	0	0	5,885,000	5,885,000
Total Liabilities	<u>9,840</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5,885,000</u>	<u>5,894,840</u>
Fund Equity & Other Credits						
Investment in General Fixed Assets	0	0	0	2,296,282	0	2,296,282
Other	(7,978)	162,852	3,256,493	0	0	3,411,367
Total Fund Equity & Other Credits	<u>(7,978)</u>	<u>162,852</u>	<u>3,256,493</u>	<u>2,296,282</u>	<u>0</u>	<u>5,707,649</u>
Total Liabilities and Net Assets	<u>1,862</u>	<u>162,852</u>	<u>3,256,493</u>	<u>2,296,282</u>	<u>5,885,000</u>	<u>11,602,488</u>

South Creek CDD
Statement of Revenues and Expenditures
001 - General Fund
From 10/1/2020 Through 9/30/2021

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Interest Earnings				
Interest Earnings	0.00	0.16	0.16	0.00%
Contributions & Donations From Private Sources				
Developer Contributions	83,075.00	27,068.20	(56,006.80)	(67.42)%
Total Revenues	<u>83,075.00</u>	<u>27,068.36</u>	<u>(56,006.64)</u>	<u>(67.42)%</u>
Expenditures				
Legislative				
Supervisor Fees	0.00	2,200.00	(2,200.00)	0.00%
Financial & Administrative				
District Manager	16,500.00	3,000.00	13,500.00	81.82%
District Engineer	7,500.00	229.25	7,270.75	96.94%
Disclosure Report	5,000.00	0.00	5,000.00	100.00%
Trustee Fees	3,750.00	0.00	3,750.00	100.00%
Accounting Services	3,500.00	0.00	3,500.00	100.00%
Postage, Phone, Faxes, Copies	1,000.00	40.32	959.68	95.97%
Public Officials Insurance	2,500.00	1,405.00	1,095.00	43.80%
Legal Advertising	10,000.00	13,727.75	(3,727.75)	(37.28)%
Bank Fees	500.00	38.00	462.00	92.40%
Dues, Licenses, & Fees	200.00	229.68	(29.68)	(14.84)%
Miscellaneous Fees	100.00	0.00	100.00	100.00%
Office Supplies	0.00	30.00	(30.00)	0.00%
Website Administration	1,125.00	0.00	1,125.00	100.00%
ADA Website Fee	2,900.00	2,900.00	0.00	0.00%
Legal Counsel				
District Counsel	7,500.00	9,528.00	(2,028.00)	(27.04)%
Electric Utility Services				
Electric Utility Services - All Others	1,500.00	0.00	1,500.00	100.00%
Electric Utility Services - Streetlights	16,000.00	0.00	16,000.00	100.00%
Other Physical Environment				
Property & Casualty Insurance	3,500.00	1,718.00	1,782.00	50.91%
Total Expenditures	<u>83,075.00</u>	<u>35,046.00</u>	<u>48,029.00</u>	<u>57.81%</u>
Fund Balance, End of Period	<u>0.00</u>	<u>(7,977.64)</u>	<u>(7,977.64)</u>	<u>0.00%</u>

South Creek CDD
Statement of Revenues and Expenditures
200 - Debt Service Fund - Series 2021
From 10/1/2020 Through 9/30/2021

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Interest Earnings				
Interest Earnings	0.00	1.74	1.74	0.00%
Total Revenues	<u>0.00</u>	<u>1.74</u>	<u>1.74</u>	<u>0.00%</u>
Other Financing Sources				
Debt Proceeds				
Bond Proceeds	0.00	162,850.00	162,850.00	0.00%
Total Other Financing Sources	<u>0.00</u>	<u>162,850.00</u>	<u>162,850.00</u>	<u>0.00%</u>
Fund Balance, End of Period	<u>0.00</u>	<u>162,851.74</u>	<u>162,851.74</u>	<u>0.00%</u>

South Creek CDD
Statement of Revenues and Expenditures
300 - Capital Projects Fund - Series 2021
From 10/1/2020 Through 9/30/2021

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Interest Earnings				
Interest Earnings	0.00	35.83	35.83	0.00%
Total Revenues	<u>0.00</u>	<u>35.83</u>	<u>35.83</u>	<u>0.00%</u>
Expenditures				
Financial & Administrative				
District Manager	0.00	37,500.00	(37,500.00)	0.00%
District Engineer	0.00	10,000.00	(10,000.00)	0.00%
Trustee Fees	0.00	5,725.00	(5,725.00)	0.00%
Underwriting Counsel	0.00	6,000.00	(6,000.00)	0.00%
Underwriter's Discount	0.00	117,700.00	(117,700.00)	0.00%
Original Issue Discount	0.00	(132,263.95)	132,263.95	0.00%
Postage, Phone, Faxes, Copies	0.00	1,500.00	(1,500.00)	0.00%
Legal Counsel				
District Counsel	0.00	40,500.00	(40,500.00)	0.00%
Legal Counsel	0.00	6,000.00	(6,000.00)	0.00%
Bond Counsel	0.00	76,750.00	(76,750.00)	0.00%
Other Physical Environment				
Improvements Other Than Buildings	0.00	2,296,281.89	(2,296,281.89)	0.00%
Total Expenditures	<u>0.00</u>	<u>2,465,692.94</u>	<u>(2,465,692.94)</u>	<u>0.00%</u>
Other Financing Sources				
Debt Proceeds				
Bond Proceeds	0.00	5,722,150.00	5,722,150.00	0.00%
Total Other Financing Sources	<u>0.00</u>	<u>5,722,150.00</u>	<u>5,722,150.00</u>	<u>0.00%</u>
Fund Balance, End of Period	<u>0.00</u>	<u>3,256,492.89</u>	<u>3,256,492.89</u>	<u>0.00%</u>

**South Creek CDD
Reconcile Cash Accounts**

Summary

**Cash Account: 10101 Cash-Operating Account
Reconciliation ID: 09/30/2021
Reconciliation Date: 9/30/2021
Status: Locked**

Bank Balance	1,861.93
Less Outstanding Checks/Vouchers	0.00
Plus Deposits in Transit	0.00
Plus or Minus Other Cash Items	0.00
Plus or Minus Suspense Items	<u>0.00</u>
Reconciled Bank Balance	1,861.93
Balance Per Books	<u>1,861.93</u>
Unreconciled Difference	<u><u>0.00</u></u>

Click the Next Page toolbar button to view details.

**South Creek CDD
Reconcile Cash Accounts**

Detail

Cash Account: 10101 Cash-Operating Account

Reconciliation ID: 09/30/2021

Reconciliation Date: 9/30/2021

Status: Locked

Cleared Checks/Vouchers

<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>	<u>Payee</u>
1017	9/16/2021	System Generated Check/Voucher	461.00	Times Publishing Company
Cleared Checks/Vouchers			461.00	

**South Creek CDD
Reconcile Cash Accounts**

Detail

Cash Account: 10101 Cash-Operating Account
Reconciliation ID: 09/30/2021
Reconciliation Date: 9/30/2021
Status: Locked

Cleared Deposits

<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>	<u>Deposit Number</u>
1671599	9/3/2021	Developer Funding - 09.03.2021	1,546.99	
CR015	9/30/2021	September Bank Interest	<u>0.01</u>	
Cleared Deposits			1,547.00	
			<u><u>1,547.00</u></u>	