



**BLACK CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
LANDOWNERS' MEETING
& REGULAR BOARD MEETING
NOVEMBER 2, 2021
10:30 A.M.**

Special District Services, Inc.
8785 SW 165th Avenue, Suite 200
Miami, FL 33193

786.313.3661 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT
730 NW 107th Avenue,
Third Floor, Suite 300 Meeting Room
Miami, Florida 33172
LANDOWNERS' MEETING
November 2, 2021
10:30 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Consider Adoption of Election Procedures.....Page 2
- E. Election of Chairperson for Landowners' Meeting
- F. Election of Secretary for Landowners' Meeting
- G. Approval of Minutes
 - 1. June 19, 2019 Initial Landowners' Meeting Minutes.....Page 5
- H. Election of Supervisors
 - 2. Determine Number of Voting Units Represented or Assigned by Proxy.....Page 8
 - 3. Nomination of Candidates
 - 4. Casting of Ballots.....Page 9
 - 5. Ballot Tabulations
- I. Certification of the Results
- J. Landowners' Comments
- K. Adjourn

Publication Date
2021-10-08

Subcategory
Miscellaneous Notices

BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF SECOND LANDOWNERS'
MEETING AND REGULAR BOARD MEETING

NOTICE IS HEREBY GIVEN that the Black Creek Community Development District (the "District") will hold a Second Landowners' Meeting and Regular Board Meeting at 10:30 a.m., or as soon thereafter as can be heard, on November 2, 2021, in the Third Floor Suite 300 Meeting Room of Lennar Homes, LLC located at 730 NW 107th Avenue, Miami, Florida 33172.

The primary purpose of the Second Landowners' Meeting is to elect three (3) Supervisors to the Board of Supervisors (the "Board") for the District. The purpose of the Regular Board Meeting is to consider any business that may lawfully and properly come before the Board. Copies of the Agendas for these meetings may be obtained from the District's website or by contacting the District Manager at 786-313-3661 and/or toll free at 1-877-737-4922 at least five (5) days prior to the date of these meetings.

The meetings are open to the public and are conducted in accordance with the provisions of Florida law for community development districts. The meetings may be continued as found necessary to a date, time and place specified on the record. Also, there may be occasions when Staff and/or Supervisors may participate by speaker telephone.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at these meetings should contact the District Manager at 786-313-3661 and/or 1-877-737-4922 at least seven (7) days prior to the date of these particular meetings. Meetings may be cancelled from time to time without advertised notice.

BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT
www.blackcreekcdd.org
10/8-15 21-68/0000555506M



SPECIAL DISTRICT (CDD) ELECTION PROCEDURES

1. Landowners' Meeting

In accordance with the provisions of Chapter 190, Florida Statutes, it is required that an initial meeting of the Landowners of the District be held within ninety (90) days following the effective date of the rule or ordinance establishing the District and thereafter every two years during the month of November for the purpose of electing Supervisors. The second election by landowners shall be held on the first Tuesday in November; thereafter, there shall be an election of supervisors every two years in November on a date established by the Board of Supervisors. The assembled Landowners shall organize by electing a Chairperson, who shall preside over the meeting; and a Secretary shall also be elected for recording purposes.

2. Establishment of Quorum

Any Landowner(s) present or voting by proxy shall constitute a quorum at the meeting of the Landowners.

3. Nomination of Candidates

At the meeting, the Chairperson shall call for nominations from the floor for Candidates for the Board of Supervisors. When there are no further nominations, the Chairperson shall close the floor for nominations. The names of each Candidate and the spelling of their names shall be announced. Nominees need not be present to be nominated.

4. Voting

Each Landowner shall be entitled to cast one vote for each acre (or lot parcel), or any fraction thereof, of land owned by him or her in the District, for each open position on the Board. (For example, if there are three positions open, an owner of one acre or less (or one lot parcel) may cast one vote for each of the three positions. An owner of two acres (or two lot parcels) may cast two votes for each of the three positions.) Each Landowner shall be entitled to vote either in person or by a representative present with a lawful written proxy.

5. Registration for Casting Ballots

The registration process for the casting of ballots by Landowners or their representatives holding their proxies shall be as follows:

At the Landowners' Meeting and prior to the commencement of the first casting of ballots for a Board of Supervisor position, each Landowner, or their representative if proxies are being submitted in lieu thereof, shall be directed to register their attendance and the total number of votes by acreage (or lot parcels) to which each claims to be entitled, with the elected Secretary of the meeting or the District's Manager.

Corporate Office

The Oaks Center
2501A Burns Rd
Palm Beach Gardens, FL 33410
Direct: 561.630.4922

Contact Information

Toll Free: 877.737.4922
Fax: 561.630.4923
Web: www.sdsinc.org

Miami Branch

Crexent Business Center
6625 Miami Lakes Drive, Ste. 312
Miami Lakes, FL 33014
Direct: 305.777.0761 Ext. 1094 & 1095

-
- b) At such registration, each Landowner, or their representative with a lawful proxy, shall be provided a numbered ballot for the Board of Supervisor position(s) open for election. A District representative will mark on the ballot the number of votes that such Landowner, or their representative, is registered to cast for each Board of Supervisor position open for election.
 - c) All Landowner proxies shall be collected at the time of registration and retained with the Official Records of the District for subsequent certification or verification, if required.

6. Casting of Ballots

Registration and the issuance of ballots shall cease once the Chairperson calls for the commencement of the casting of ballots for the election of a Board Supervisor(s) and thereafter no additional ballots shall be issued.

The Chairperson will declare that the Landowners, or their representatives, be requested to cast their ballots for the Board Supervisor(s). Once the ballots have been cast, the Chairperson will call for a collection of the ballots.

7. Counting of Ballots

Following the collection of ballots, the Secretary or District Manager shall be responsible for the tabulation of ballots in order to determine the total number of votes cast for each candidate that is seeking election.

At the second and subsequent landowner elections*, the two candidates receiving the highest number of votes will be declared by the Chairperson as elected to the Board of Supervisors for four-year terms. The candidate receiving the next highest number of votes will fill the remaining open position on the Board of Supervisors for a two-year term, as declared by the Chairperson.

* At the final landowner election (*after the 6th or 10th year*), the candidate receiving the highest number of votes will be elected to the Board of Supervisors for a four-year term (two supervisors are elected by General Election).

8. Contesting of Election Results

Following the election and announcement of the votes, the Chairperson shall ask the Landowners present, or those representatives holding proxies for Landowners, whether they wish to contest the election results. If no contests are received, said election results shall thereupon be certified.

If there is a contest, the contest must be addressed to the Chairperson and thereupon the individual casting a ballot that is being contested will be required to provide proof of ownership of the acreage (or lot parcels) for which they voted at the election within five (5) business days of the Landowners' Meeting. The proof of ownership shall be submitted to the District Manager who will thereupon consult with the District's General Counsel and together they will review the material provided and will determine the legality of the contested ballot(s). Once the contests are resolved, the Chairperson shall reconvene the Landowners' Meeting and thereupon certify the election results.

9. Recessing of the Landowners' Meeting

In the event there is a contest of a ballot or of the election, the Landowners' Meeting shall be recessed to a future time, date and location, at which time the election findings on the contest shall be reported in accordance with the procedure above and the newly elected Supervisor(s) shall thereupon take their Oath of Office.

10. Miscellaneous Provisions

- a) Each Landowner shall only be entitled to vote in person or by means of a representative attending in person and holding a lawful written proxy in order to cast said Landowner's votes.
- b) Proxies will not require that proof of acreage (or lot parcel) ownership be attached. Rather, proof of ownership must be provided timely by the holder of the proxy, if the proxy is contested in accordance with the procedure above.

**BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT
INITIAL LANDOWNERS' MEETING
JUNE 19, 2019**

A. CALL TO ORDER

District Manager Armando Silva called the June 19, 2019, Initial Landowners' Meeting of the Black Creek Community Development District (the "District") to order at 10:32 a.m. in the Meeting Room at Lennar Homes, LLC, located at 730 NW 107th Avenue, Third Floor, Suite 300, Miami, Florida 33172.

B. PROOF OF PUBLICATION

Mr. Silva presented proof of publication that notice of the Initial Landowners' Meeting had been published in the *Miami Daily Business Review* on May 28, 2019, and June 4, 2019, as legally required.

C. ESTABLISH QUORUM

Mr. Silva requested that the landowners of property within the District identify themselves and register the number of acres/lots they own and/or being represented by proxy in the District. A sign-in sheet was provided. Mr. Silva stated that the attendance of Proxy Holder Teresa Baluja, representing Lennar Homes, LLC, constituted a quorum and it was in order to proceed.

Also in attendance were: Michael Pawelczyk, District Counsel, of Billing Cochran, Lyles, Mauro & Ramsey, P.A.; Neil Kalin & Nancy Nguyen of Special District Services, Inc.

D. CONSIDER ADOPTION OF ELECTION PROCEDURES

Mr. Silva presented the Election Procedures and stated that it would be in order to review and approve same. There being no comments or changes, the Proxy Holder approved the Election Procedures, as presented.

E. ELECTION OF CHAIRPERSON FOR INITIAL LANDOWNERS' MEETING

Mr. Silva stated that it would be in order to elect a Chairperson for the Initial Landowners' Meeting. The Proxy Holder elected Armando Silva, District Manager, to serve as Chairperson for the Initial Landowners' Meeting.

F. ELECTION OF SECRETARY FOR INITIAL LANDOWNERS' MEETING

Mr. Silva stated that it would be in order to elect a Secretary for the purpose of conducting and recording the events of the Initial Landowners' Meeting. Ms. Baluja elected Mr. Silva to serve as Secretary for the Initial Landowners' Meeting. Mr. Silva accepted the position.

G. ELECTION OF SUPERVISORS

1. Determine Number of Voting Units Represented or Assigned by Proxy

Mr. Silva stated that there were **36.61 Acres (37 Voting Units)** being represented/assigned by Ms. Baluja, the attending Proxy Holder on behalf of Lennar Homes, LLC, the primary landowner and developer in the District.

2. Nomination of Candidates

Mr. Silva stated that the terms of office of the initial Members of the Board of Supervisors named in the creation petition would be expiring and that it would be in order to nominate candidates for election to fill the five (5) positions currently held by Maria C. Herrera, Teresa Baluja, Alexi Haas, Yolexys Perez and Carmen Herrera.

Ms. Baluja nominated the following persons for election to the Board of Supervisors of the District:

Maria C. Herrera
Teresa Baluja
Alexi Haas
Yolexys Perez
Carmen Herrera

There being no further nominations from the floor, Mr. Silva closed the nomination portion of the Initial Landowners' Meeting.

3. Casting of Ballots

Ms. Baluja was requested to cast votes for the following slate of nominees: **Maria C. Herrera, Teresa Baluja, Alexi Haas, Yolexys Perez and Carmen Herrera.** Mr. Silva stated that the two (2) candidates receiving the highest number of votes would each serve a four-year term of office expiring in November 2023; and the three (3) candidates receiving the next highest number of votes would each serve a two-year term of office expiring in November 2021.

4. Ballot Tabulations

Mr. Silva announced the following election results:

Maria C. Herrera received **37** Votes
Teresa Baluja received **37** Votes
Alexi Haas received **36** Votes
Yolexys Perez received **36** Votes
Carmen Herrera received **36** Votes

Mr. Silva stated that **Maria C. Herrera** and **Teresa Baluja** would each serve four (4) year terms and such terms of office would expire in November 2023; **Alexi Haas, Yolexys Perez and Carmen Herrera** would each serve a two (2) year term of office and such terms of office would expire in November 2021.

5. Certification of Results

Mr. Silva asked Ms. Baluja if there were any objections to the election results or to the procedures followed. There being no comments or objections, Mr. Silva declared the election results complete, final and certified.

H. LANDOWNERS' COMMENTS

There were no additional comments.

I. ADJOURNMENT

There being no further business to conduct at the Initial Landowners' Meeting, the meeting was declared adjourned by the presiding Chairperson, Armando Silva, at approximately 10:35 a.m. There were no objections.

Chairperson

Secretary

LANDOWNER PROXY

**BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT
LANDOWNERS' MEETING**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the initial meeting of the landowners of the **Black Creek Community Development District** to be held on November 2, 2021 at 10:30 a.m. in the Third Floor Meeting Room located at Lennar Homes, LLC, 730 N.W. 107th Avenue, Third Floor, Suite 300 Meeting Room, Miami, Florida 33172, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner which the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing which may be considered at said meeting including, but not limited to the Board of Supervisors. Said Proxy Holder may vote in accordance with their discretion on all matters not known or determined at the time of solicitation of this proxy, which may be legally considered at said meeting.

This proxy is to continue in full force and effect from the hereof until the conclusion of the annual meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the annual meeting prior to the Proxy Holder exercising the voting rights conferred herein.

Printed Name of Legal Owner/Entity

Signature of Legal Owner (and/or Authorized Representative)

Date

Parcel(s) Description(s)*{Folio Number(s)}

of Units/Acres

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

Pursuant to section 190.006(2)(b), *Florida Statutes* (2021), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto.

TOTAL NUMBER OF AUTHORIZED VOTES: _____

If the Legal Owner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto. (e.g. bylaws, corporate resolution, etc.)

OFFICIAL BALLOT

BALLOT # _____

**BLACK CREEK
COMMUNITY DEVELOPMENT DISTRICT
LANDOWNERS' MEETING**

ELECTION OF BOARD SUPERVISORS

NOVEMBER 2, 2021

The undersigned certifies that he/she is the owner (___) or duly authorized **representative of lawful proxy of an owner** (___) of land in the **Black Creek Community Development District**, constituting _____ Acre(s)/Lot(s)/Unit(s) and hereby casts up to the corresponding number of his/her vote(s) for the following candidate/candidates to hold the above-named open position:

Name of Candidate

Number of Votes

{The two (2) candidates receiving the highest number of votes shall each be elected for a four (4) year term of office; the three (3) candidates receiving the next highest number of votes shall each be elected for a two (2) year term of office.}

Signature: _____

Printed Name: _____

Street Address or Tax Parcel Id Number for your Real Property:

AGENDA
BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT
730 NW 107th Avenue,
Third Floor, Suite 300 Meeting Room
Miami, Florida 33172
REGULAR BOARD MEETING
November 2, 2021
10:30 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 11
- C. Seat New Board Members
- D. Administer Oath of Office & Review Board Member Responsibilities and Duties
- E. Establish Quorum
- F. Election of Officers
 - Chairman
 - Vice Chairman
 - Secretary/Treasurer
 - Assistant Secretaries
- G. Additions or Deletions to Agenda
- H. Comments from the Public for Items Not on the Agenda
- I. Approval of Minutes
 - 1. July 21, 2021 Regular Board Meeting & Public Hearing.....Page 12
- J. Old Business
 - 1. Staff Report: As Required
- K. New Business
 - 1. Consider Resolution No. 2021-13 – Adopting a Fiscal Year 2020/2021 Amended Budget.....Page 16
 - 2. Discussion Regarding Landscape Maintenance Agreement.....Page 21
- L. Administrative & Operational Matters
- M. Board Member & Staff Closing Comments
- N. Adjourn

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT -
FISCAL YEAR 2021/2022 REGULAR MEETING SCHEDULE

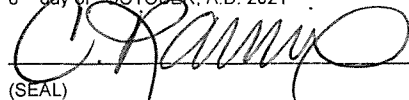
in the XXXX Court,
was published in said newspaper in the issues of

10/06/2021

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Sworn to and subscribed before me this
6 day of OCTOBER, A.D. 2021



(SEAL)

GUILLERMO GARCIA personally known to me



BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2021/2022 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the Black Creek Community Development District (the "District") will hold Regular Meetings at Lennar Homes, LLC located at 730 NW 107th Avenue, 3rd Floor, Suite 300 Meeting Room, Miami, Florida 33172 at 10:30 a.m. on the following dates:

October 20, 2021
November 2, 2021
November 17, 2021
December 15, 2021
January 19, 2022
February 16, 2022
March 16, 2022
April 20, 2022
May 18, 2022
June 15, 2022
July 20, 2022
August 17, 2022
September 21, 2022

The purpose of the meetings is for the Board to consider any District business which may lawfully and properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for Community Development Districts. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at 786-313-3661 and/or toll free at 1-877-737-4922, prior to the date of the particular meeting.

From time to time one or two Board members may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 786-313-3661 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time with no advertised notice.

BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT

www.blackcreekcdd.org

10/6

21-05/0000554827M

**BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING AND PUBLIC HEARING
JULY 21, 2021**

A. CALL TO ORDER

District Manager Armando Silva called the July 21, 2021, Regular Board Meeting of the Black Creek Community Development District to order at 11:37 a.m. in the Meeting Room at Lennar Homes, LLC, located at 730 NW 107th Avenue, Third Floor, Suite 300, Miami, Florida 33172.

B. PROOF OF PUBLICATION

Mr. Silva presented proof of publication that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on July 1, 2021 and July 8, 2021, as legally required.

C. ESTABLISH A QUORUM

Mr. Silva determined that the attendance of the following Board Members constituted a quorum and it was in order to proceed with the meeting: Vice Chairperson Teresa Baluja and Supervisor's Yadira Monzon and Carmen Orozco.

Staff in attendance included: District Manager Armando Silva of Special District Services, Inc.; and District Counsel Michael Pawelczyk of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. April 21, 2021, Regular Board Meeting

Mr. Silva presented the April 21, 2021, Regular Board Meeting minutes and asked if there were any comments and/or changes. There being no changes, a **motion** was made by Ms. Baluja, seconded by Ms. Orozco and unanimously passed to approve the April 21, 2021, Regular Board Meeting minutes, *as presented*.

Note: At approximately 11:38 a.m., Mr. Silva recessed the Regular Board Meeting and simultaneously opened the Public Hearing.

G. PUBLIC HEARING

1. Proof of Publication

Mr. Silva presented proof of publication that notice of the Public Hearing had been published in the *Miami Daily Business Review* on July 1, 2021 and July 8, 2021, as legally required.

2. Receive Public Comment on the Fiscal Year 2021/2022 Final Budget & Assessments

Mr. Silva opened the public comment portion of the Public Hearing to receive comments on the fiscal year 2021/2022 budget and non-ad valorem special assessments. There being no public in attendance or public comments, Mr. Silva closed the public comment portion of the Public Hearing

3. Consider Resolution No. 2021-10 – Adopting a Fiscal Year 2021/2022 Final Budget

Mr. Silva presented Resolution No. 2021-10, entitled:

RESOLUTION NO. 2021-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING AND ADOPTING A FISCAL YEAR 2021/2022 FINAL BUDGET INCLUDING NON-AD VALOREM SPECIAL ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

Mr. Silva read the title of the resolution into the record and stated that the document provides for the adoption of the fiscal year 2021/2022 final budget and non-ad valorem special assessment tax roll. A copy of the tax roll was provided at the meeting. A discussion ensued after which:

A **motion** was made by Ms. Baluja, seconded by Ms. Orozco and unanimously passed to approve and adopt Resolution No. 2021-04, *as presented*, thereby setting the Black Creek Community Development District fiscal year 2021/2022 final budget and approving the non-ad valorem special assessment tax roll.

Note: At approximately 11:39 a.m., Mr. Silva closed Public Hearing and simultaneously reconvened the Regular Board Meeting.

H. OLD BUSINESS

1. Staff Report, as Required

There was no Staff Report at this time.

I. NEW BUSINESS

1. Consider Resolution No. 2021-11 – Adopting a Fiscal Year 2021/2022 Regular Meeting Schedule

Mr. Silva presented Resolution No. 2021-11, entitled:

RESOLUTION NO. 2021-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A

REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2021/2022 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDE AN EFFECTIVE DATE.

Mr. Silva provided an explanation for the document. A discussion ensued after which:

A **motion** was made by Ms. Baluja, seconded by Ms. Orozco and unanimously passed to approve and adopt Resolution No. 2021-11, *as presented*, thereby setting the Black Creek Community Development District fiscal year 2021/2022 regular meeting schedule and authorizing the publication of said schedule, as required by law.

2. Consider Resolution No. 2021-12 – Ordering and Calling for a Second Landowners’ Meeting

Mr. Silva presented Resolution No. 2021-12, entitled:

RESOLUTION NO. 2021-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT ORDERING AND CALLING FOR THE LANDOWNERS’ MEETING AND PUBLIC NOTICE THEREOF FOR THE BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT’S ELECTION OF MEMBERS TO THE BOARD OF SUPERVISORS; AND PROVIDING AN EFFECTIVE DATE.

Mr. Silva gave an explanation and purpose for the resolution and provided at the meeting the Election Procedures, proxy forms and sample ballots. Furthermore, Mr. Silva stated that information related to the Landowners’ Election (Terms of office expiring for assigned Seats 3 [Orozco], 4 [Monzon] and 5 [Perez]) will be available in the District’s official records office located at 6625 Miami Lakes Drive, Suite 374, Miami Lakes, Florida 33014. A discussion ensued after which;

A **motion** was made by Ms. Orozco, seconded by Ms. Baluja and passed unanimously to approve and adopt Resolution No. 2021-12, *as presented* and sets the Landowners’ Meeting on November 2, 2021 at 10:30 a.m. in the Third Floor Conference Room located at 730 N.W. 107th Avenue, Suite 300, Miami, Florida 33172; and authorizes publication of the Second Landowners’ Meeting as required by law.

J. ADMINISTRATIVE & OPERATIONAL MATTERS

1. Staff Report, as Required

There was no Staff Report at this time.

K. BOARD MEMBER & STAFF CLOSING COMMENTS

Mr. Silva stated, unless an emergency were to arise, the District would not meet again until September or October.

L. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Baluja, seconded by Ms. Orozco and unanimously passed to adjourn the Regular Board Meeting at 11:41 a.m.

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

RESOLUTION NO. 2021-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2020/2021 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of the Black Creek Community Development District (the “District”) is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

WHEREAS, the District has prepared for consideration and approval an Amended Budget.

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

Section 1. The Amended Budget for Fiscal Year 2020/2021 attached hereto as Exhibit “A” is hereby approved and adopted.

Section 2. The Secretary/Assistant Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 2nd day of November, 2021.

ATTEST:

**BLACK CREEK
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Black Creek
Community Development District

**Amended Final Budget For
Fiscal Year 2020/2021
October 1, 2020 - September 30, 2021**

CONTENTS

- I **AMENDED FINAL OPERATING FUND BUDGET**
- II **AMENDED FINAL DEBT SERVICE FUND BUDGET**

AMENDED FINAL BUDGET
BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT
OPERATING FUND
FISCAL YEAR 2020/2021
OCTOBER 1, 2020 - SEPTEMBER 30, 2021

	FISCAL YEAR 2020/2021 BUDGET 10/1/20 - 9/30/21	AMENDED FINAL BUDGET 10/1/20 - 9/30/21	YEAR TO DATE ACTUAL 10/1/20 - 9/29/21
REVENUES			
Administrative Assessments	72,982	72,997	72,997
Maintenance Assessments	17,879	17,879	17,879
Debt Assessments	263,617	263,618	263,618
Developer Contribution - Debt	0	81,388	81,388
Other Revenue	0	17,944	17,944
Interest Income	120	0	0
TOTAL REVENUES	\$ 354,598	\$ 453,826	\$ 453,826
EXPENDITURES			
MAINTENANCE EXPENDITURES			
Annual Engineer's Report & Inspections	1,800	1,800	1,165
Field Operations Management	0	0	0
Street/Roadway Maintenance/Signage	3,000	1,000	0
Miscellaneous Maintenance	3,000	3,000	0
Wall Feature Maintenance/Upkeep	6,900	1,000	0
Maintenance Contingency	2,106	1,000	0
TOTAL MAINTENANCE EXPENDITURES	\$ 16,806	\$ 7,800	\$ 1,165
ADMINISTRATIVE EXPENDITURES			
Supervisor Fees	0	0	0
Management	26,448	26,448	26,448
Legal	12,000	15,750	13,265
Assessment Roll	6,000	6,000	6,000
Audit Fees	3,900	3,800	3,800
Insurance	6,000	5,513	5,513
Legal Advertisements	2,500	3,200	2,729
Miscellaneous	1,000	750	190
Postage	550	300	284
Office Supplies	900	175	126
Dues & Subscriptions	175	175	175
Trustee Fees	4,250	4,031	4,031
Continuing Disclosure Fee	1,000	500	500
Website Management	2,000	2,000	2,000
Administrative Contingency	2,000	1,000	0
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 68,723	\$ 69,642	\$ 65,061
TOTAL EXPENDITURES	\$ 85,529	\$ 77,442	\$ 66,226
REVENUES LESS EXPENDITURES	\$ 269,069	\$ 376,384	\$ 387,600
BOND PAYMENTS	(247,800)	(331,930)	(331,930)
BALANCE	\$ 21,269	\$ 44,454	\$ 55,670
PROPERTY APPRAISER & TAX COLLECTOR FEE	(7,090)	(3,403)	(3,403)
DISCOUNTS FOR EARLY PAYMENTS	(14,179)	(14,179)	(14,179)
EXCESS/ (SHORTFALL)	\$ -	\$ 26,872	\$ 38,088
Carryover From Prior Year	0	0	0
NET EXCESS/ (SHORTFALL)	\$ -	\$ 26,872	\$ 38,088

FUND BALANCE AS OF 9/30/20
FY 2020/2021 ACTIVITY
FUND BALANCE AS OF 9/30/21

\$6,481
\$26,872
\$33,353

AMENDED FINAL BUDGET
BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND
FISCAL YEAR 2020/2021
OCTOBER 1, 2020 - SEPTEMBER 30, 2021

	FISCAL YEAR 2020/2021 BUDGET 10/1/20 - 9/30/21	AMENDED FINAL BUDGET 10/1/20 - 9/30/21	YEAR TO DATE ACTUAL 10/1/20 - 9/29/21
REVENUES			
Interest Income	0	11	11
NAV Assessment Collection	247,800	250,542	250,542
Payment By Developer	0	81,388	81,388
Miscellaneous Revenue	0	0	0
Total Revenues	\$ 247,800	\$ 331,941	\$ 331,941
EXPENDITURES			
Principal Payments	85,000	85,000	85,000
Interest Payments	161,500	162,775	162,775
Bond Redemption	1,300	0	0
Transfer To Construction Fund	0	6	6
Total Expenditures	\$ 247,800	\$ 247,781	\$ 247,781
Excess/ (Shortfall)	\$ -	\$ 84,160	\$ 84,160

FUND BALANCE AS OF 9/30/20	\$124,049
FY 2020/2021 ACTIVITY	\$84,160
FUND BALANCE AS OF 9/30/21	\$208,209

Notes

Reserve Fund Balance = \$123,900*. Revenue Fund Balance = \$84,309*
Revenue Fund To Be Used To Fund 12/15/21 Interest Payment Of \$80,112.
December 2020 Interest Payment Was Developer Funded.

* Approximate Amounts

Series 2020 Bond Information

Original Par Amount =	\$4,365,000	Annual Principal Payments Due:
Interest Rate =	3.00% - 4.00%	June 15th
Issue Date =	January 2020	Annual Interest Payments Due:
Maturity Date =	June 2050	June 15th & December 15th
Par Amount As Of 9/30/21 =	\$4,280,000	

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

THIS LANDSCAPE MAINTENANCE SERVICES AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2021, by and between:

BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, and whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”), and

FRD COMPLETE TREE SERVICE & LAWN CARE, INC., a Florida corporation, whose principal address is 24445 SW 129 Avenue, Homestead, Florida 33032 (the “Contractor”).

RECITALS

WHEREAS, the District is responsible for the landscape and irrigation maintenance of certain areas located within or just outside the boundaries of the District, which areas are more particularly described and identified in **Exhibit A**, attached hereto and made a part hereof (the “Landscape Areas”); and

WHEREAS, the District has a need to retain an independent contractor in order to maintain these Landscape Areas (the “Landscape Maintenance Services”), as more particularly described in the Contractor’s Proposal, attached hereto and made a part hereof as **Exhibit B** (the “Proposal”); and

WHEREAS, Contractor represents that it is qualified to serve as a landscape maintenance contractor and has agreed to furnish to the District those Landscape Maintenance Services in accordance with this Agreement and the Proposal.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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

Section 2. Duties. The duties, obligations and responsibilities of Contractor are described herein and in the Proposal. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

Section 3. Compensation. In exchange for providing the Landscape Maintenance Services pursuant to this Agreement, the District shall pay Contractor in accordance with the Proposal an annual contract amount of EIGHT THOUSAND FOUR HUNDRED AND 00/100 (\$8,400.00) DOLLARS (the "Contract Price"), Contract Price shall be paid in equal monthly payments of \$700.00 each for work performed pursuant to this Agreement. Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or its designee, shall not exceed the rates set forth on Contractor’s Proposal and

provided that any additional compensation for additional duties shall not cause the total amount for landscape and irrigation services to exceed the statutory public bidding threshold for maintenance contracts pursuant to Sections 190.033 and 287.017, Florida Statutes. Contractor shall provide the District with a monthly invoice before the last day of each contractual service month representing the monthly installment due for that month. All invoices are due and payable upon receipt. Charges remaining unpaid forty-five (45) days after receipt of the invoice shall bear interest at the rate of one percent (1%) per month.

Section 4. Contractor's Acceptance of Conditions. The Contractor has carefully examined the Landscape Areas and any other areas and properties within the District upon which Contractor will perform Landscape Maintenance Services pursuant to this Agreement and has made sufficient tests and other investigations to be fully satisfied as to site conditions.

Section 5. Contractor's Employees and Subcontractors. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees and the employees of any subcontractors and shall not employ on the jobsite an unfit person or anyone not skilled in the Landscape Maintenance Services assigned to him or her. No liquor, alcoholic beverages, or narcotics shall be allowed within the boundaries of the District. All labor described herein or indicated on the Proposal, shall be executed in a high quality, thorough substantial and workmanlike and by people skilled in the applicable trade. All employees of Contractor and subcontractor shall at all times wear uniforms clearly identifying the company name for which they are employed. Contractor shall ensure employees are provided and utilize proper safety equipment and clothing in compliance with all applicable regulations for the scope of work included in this Agreement.

Section 6. Waiver. It is understood and agreed that the approval or acceptance by the District of any part of the work performed by Contractor under this Agreement as being in compliance with terms of this Agreement shall not operate as a waiver by District of the strict compliance with any other terms and conditions of the Agreement.

Section 7. Insurance.

A. The Contractor shall provide and maintain during the life of this Contract "Worker's Compensation Insurance" for all of his employees employed in connection with the performance of this Agreement and, in case any work hereunder is sublet, the Contractor shall require each subcontractor similarly to provide "Worker's Compensation Insurance" for all of the latter employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees who are engaged in hazardous work under this Agreement at the site are not protected under the "Worker's Compensation" statute, the Contractor shall provide and shall cause each subcontractor to provide adequate coverage for the protection of his employees not otherwise protected.

B. The Contractor shall provide and maintain during the life of this Agreement, insurance that will protect Contractor, and any subcontractor performing work covered by the Agreement from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Agreement, whether such operations be by himself or by any subcontractors or by anyone directly or indirectly employed by either of them. The Contractor shall also provide and maintain during the

life of the Agreement insurance that will indemnify and hold harmless the District, and its respective officers, agents and employees from and against all claims, costs, expenses, including attorney's fees and damages arising out of or resulting from performance of the work pursuant to this Agreement, injury to or conduct, want of care or skill, negligence and patent infringement providing that any such claim, damage loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act of Contractor, its employees, agents, officers, or Subcontractors, or anyone indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

C. Insurance shall be provided with a limit of \$1,000,000.00 in policy as follows: Commercial General Liability, Insurance, including Products and/or Complete Operations, Explosions Hazard, Collapse Hazard and Underground Property Damage Hazard and Contractual Liability. The Black Creek Community Development District and County (if the Landscape Areas include lands owned by or dedicated to the County) shall be named as an additional insured.

D. Insurance shall be provided with a limit of \$1,000,000.00 in policy as follows: Comprehensive Auto Liability Insurance. The Black Creek Community Development District and County (if the Landscape Areas include lands owned by or dedicated to the County) shall be named as an additional insured.

E. All such insurance shall be obtained from companies licensed and authorization to do business in the field of insurance in the State of Florida and are authorized and licensed to provide the insurance required herein.

F. At the time of execution of the Agreement, the Contractor will file with the District certificates of such insurance, acceptable to the District. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the District.

Section 8. Indemnification. Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and the County (if the Landscape Areas include lands owned by or dedicated to the County), their directors, officers, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligent acts and omissions, recklessness or intentionally wrongful conduct of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the work or services performed hereunder. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise.

Section 9. Independent Contractor. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District.

Section 10. Site Manager. The foreman for Contractor shall communicate with the District Manager or the Owner's Representative of the District on a regular basis for matters relating to the Landscape Maintenance Services and upon each occurrence of the performance of the Landscape and Maintenance Services. The District may, in its discretion, notify Contractor

that the District has hired a site manager with whom Contractor shall communicate regarding the Landscape Maintenance Services. At the time of this Agreement, the Owner's Representative is Julian Romero at Special District Services, Inc.

Section 11. Term. This Agreement shall commence on _____, 2021, and continue through September 30, 2023 (the "Initial Term"), subject to execution by both parties hereto and unless terminated as provided herein. At the conclusion of the Initial Term, the Agreement shall renew, unless otherwise terminated or canceled as provided for herein, for up to three additional renewal terms of one (1) year each.

Section 12. Protection of Property and the Public.

A. The Contractor shall continually maintain adequate protection of all work and landscaping and hardscaping materials from damage and shall protect public and private property from injury or loss arising in connection with this Agreement. Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement. The Contractor shall take all necessary precautions for the safety of employees on the jobsite, and shall comply with all applicable provisions of federal, state and local laws, including, but not limited to the requirements of the Occupational Safety & Health Act of 1970, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises to prevent accidents and injuries to persons or property in or about the jobsite.

B. The Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of owners of any land adjoining any work sites, which may be caused by him or his employees or Subcontractors, or which he or they might have prevented. The Contractor shall, at all times while the work is in progress, use extra ordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction operations, and to this end shall take such steps as may be necessary or directed, to protect the property there from; the same care shall be exercised by all Contractor's and subcontractor's employees.

C. Contractor shall duly protect buildings, sidewalks, fences, shade trees, lawns and all other improvements from damage. Property obstructions, such as sewers, drains, water or gas pipes, conduit, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of performance of this Agreement.

Section 13. Defective Work. Within fourteen (14) calendar days after being notified in writing of defective work, should the Contractor fail or refuse to correct any defective work performed, or to make any necessary repairs in a manner acceptable to the District and in accordance with the requirements of the Agreement, within the same time stated in said written notice, the District may cause the unacceptable or defective work to be corrected, or authorize such repairs as may be necessary to be made. Any expense incurred by the District in making corrections or repairs, which the Contractor has failed or refused to make after being duly notified shall be paid for out of any monies due or which may become due the Contractor under

this Agreement. Failure or refusal on part of the Contractor to make any or all necessary repairs promptly, fully and in a manner acceptable to District shall be sufficient cause for the District to declare the Agreement in default, in which case the District at its option may cancel the Agreement and contract with any other individual, firm or corporation to perform the Landscape Maintenance Services. All costs and expenses incurred by reason of Contractor's default thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him, as liquidated damages and not as a penalty. Any special work performed, as described herein, shall not relieve the Contractor in any way from his responsibility for the work performed by Contractor.

Section 14. Agreement. This instrument, together with its Exhibit(s), shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent that provisions in this Agreement conflict with the provisions provisions of this Agreement shall be binding, followed by the Landscape Areas, then the Proposal, in order of precedence from the highest priority to lowest.

Section 15. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and Contractor.

Section 16. Assignment. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

Section 17. Termination. This Agreement may be terminated by the District at any time and at the discretion of the District, with or without cause, upon thirty (30) days written notice to Contractor. This Agreement may be terminated by Contractor at any time, with or without cause, upon thirty (30) days written notice to the District. In the event this Agreement is terminated by either party, the Contractor shall bill the District, and receive payment for those Landscape Maintenance Services provided prior to the date of termination.

Section 18. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: Black Creek Community Development District
2501A Burns Road
Palm Beach Gardens, FL 33410
Attn: District Manager

With a copy to: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Attn: Dennis E. Lyles, Esq.

B. If to Contractor: FRD Complete Tree Service & Lawn Care, Inc.
24445 SW 129 Avenue
Homestead, Florida 33032
Attn: President

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

Section 19. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

Section 20. Enforcement of Agreement. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

Section 21. Familiarity with Laws. Contractor shall be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the performance of this Agreement. Ignorance on the part of the Contractor will in no way relieve Contractor from responsibility.

Section 22. Controlling Law and Venue. This Agreement and the provisions contained in this Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Miami-Dade County, Florida.

Section 23. Sovereign Immunity. The Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

Section 24. E-Verify. The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor

does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

Section 25. Public Records.

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of 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 in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. 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 Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such

records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRATOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: (561) 630-4922
EMAIL: fware@sdsinc.org**

Section 26. Definitions. Terms used in this Agreement that are defined in the Services Proposal shall have the meanings indicated therein.

Section 27. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

Section 28. Arm’s Length Transaction. This Agreement has been negotiated fully between the District and the Developer as an arm’s length transaction. All 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 hereto.

Section 29. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

Section 30. 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 execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

Attest:

BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT

By: _____

Print name: _____
Secretary/Assistant Secretary

Print name: _____
Chair/Vice-Chair

_____ day of _____, 2021

FRD COMPLETE TREE SERVICE & LAWN CARE, INC., a Florida corporation

By: _____

Print Name

Print: _____

Title: _____

_____ day of _____, 2021

Print Name

(CORPORATE SEAL)

STATE OF FLORIDA }

COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [___] physical presence or [___] online notarization, this _____ day of _____, 2021, by _____, as _____ of FRD COMPLETE TREE SERVICE & LAWN CARE, INC., a Florida corporation. He or she is personally known to me or has produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his knowledge.

Notary Public

Print Name

Commission Expires: _____

Exhibit A
Landscape Areas

Exhibit B
Proposal



FRD complete tree service & lawn care
 24445 SW 129 AV homestead FL 33032
 786 269-7451 fax 786 377-3630
 Email frd.lawncare@hotmail.com
 Roger.frd@hotmail.com
 786 877 6949

Black creek Community C/O SDS INC 2501A
 Burns road palm beach gardens Fl 33410
 Scope of Work

Mowing, hard edging, bed edging, air blowing, monofilament trim, shrub trimming, selective pruning
 trees will be maintained at 10' high

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TL
Mowing	2	2	2	2	2	2	2	2	2	2	2	2	24
Hard Edging	2	2	2	2	3	2	2	2	2	2	2	2	24
Bed Edging	2	2	2	2	3	2	2	2	2	2	2	2	24
Air Blowing	2	2	2	2	3	2	2	2	2	2	2	2	24
Monofilament Trim	2	2	2	2	3	2	2	2		2	2	2	24
Shrub Trimming	1	1	1	1	1	1	1	1	1	1	1	1	12

Description	# of units	Time Per/Y	Price P/Cut	Total p/mo		
BLDG 20		24	350	700.00		

Description	# of units	Time Per/Y	Price P/Unit	Total		
Fertilization & Pest Control						
BLDG 1						

Area TH	Time P/y	Monthly	Yearly
1	24	\$700.00	\$8400.00