

OAK CREEK
COMMUNITY DEVELOPMENT DISTRICT
AGENDA PACKAGE
MARCH 11, 2019

Oak Creek Community Development District

Inframark, Infrastructure Management Services
210 N. University Drive, #702, Coral Springs, FL 33071
Tel 954-603-0033 Fax 954-345-1292

March 4, 2019

Board of Supervisors
Oak Creek
Community Development District

Dear Board Members:

A regular meeting of the Board of Supervisors of the Oak Creek Community Development District will be held on Monday, March 11, 2019 at 6:00 p.m. in the Country Walk Clubhouse, 30400 Country Point Blvd., Wesley Chapel, Florida. Following is the agenda for the meeting.

1. Call to Order / Roll Call
2. Pledge of Allegiance
3. Public Comments on Agenda Items (3) minute time limit
4. Consent Agenda
 - A. Minutes of the February 25, 2019 Meeting
 - B. Acceptance of the Financial Report
5. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 - i. Estimate for Park Drinking Fountain
 - ii. Discussion FY 2020 Budget Capital Projects
 - iii. Additional Playground Swing Set
 - iv. Workshop Agenda for April 6, 2019
6. Supervisor Requests and Comments
7. Audience Comments on Other Items (3) Minute Time Limit
8. Adjournment

Any additional supporting material for the items listed above, not included in the agenda package, will be distributed at the meeting. Staff will present their reports at the meeting. I look forward to seeing you, but in the meantime if you have any questions, please contact me.

Sincerely,

Mark A. Vega,
District Manager

Fourth Order of Business

4A.

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

The regular meeting of the Board of Supervisors of the Oak Creek Community Development District was held on Monday, February 25, 2019 at 6:00 p.m. at the Country Walk Clubhouse, 30400 Country Point Boulevard, Wesley Chapel, Florida, 33543.

Present and constituting a quorum were:

David Gerald
Sam Watson
Ryan Gilbertsen
Adam Silva

Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present:

Mark Vega
Jason Walters (via telephone)
Robert Dvorak
Residents

District Manager
District Counsel
District Engineer

The following is a summary of the minutes and actions taken.

FIRST ORDER OF BUSINESS

Call to Order / Roll Call

Mr. Vega called the meeting to order and called the roll. A quorum was established.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Public Comments on Agenda Items

- Audience comments were received.

FOURTH ORDER OF BUSINESS

Consent Agenda

- A. Minutes of January 28, 2019 Meeting**
- B. Approval of the Financial Report**

On MOTION by Mr. Watson seconded by Mr. Gerald with all in favor the Consent Agenda was approved.

FIFTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel**

- Mr. Walters will keep the Board updated on new developments in Tallahassee, which may impact local government. It is early in the session so he'll see what develops.
- Mr. Walters noted in regards to follow up with the County, issues were brought up regarding drainage, curb responsibility and more. Regarding the curb responsibility, the County acknowledged it is their responsibility.
- Mr. Walters, in response to Mr. Vega's question, noted he has not seen anything on the State level regarding ADA issues.

B. District Engineer

- Mr. Dvorak updated the Board on the basketball court. He originally thought there was a one-year warranty, it is actually a two-year warranty.
- There is a certification required for the landscaping. It is the only certification he has to provide.
- Regarding the pedestrian bid project, we have received approval from Pasco County. We issued an RFP and sent it out to seven contractors. Mr. Dvorak met one of them. At least two will be sending in proposals.
- The RFP date was issued on February 14th and we asked for responses by March 14th.
- He recommended amending the date earlier in order to be ready with responses for the next Board meeting on March 11th.
- Mr. Dvorak discussed expansion on the playground area. That is the area next to the basketball court. He understands the Board wanted to add a swing set.
- Mr. Watson noted the next workshop is on March 9th at 9:00 a.m. He asked if it is possible for him to visit the playground with the Board.

C. District Manager**i. Budget Discussion****ii. Discussion FY 2020 Budget Capital Projects**

- Mr. Vega noted he will email everyone the initial budget.
- When you look at the budget this year you have the opportunity to stay flat with no increases.
- We have \$35,000 for capital improvements.
- Money rolled over from the bike path is in unassigned cash currently.

- If we purchase a \$610 lightning detector, the insurance company wants to know who will maintain it.
- We will go with a free app from Fox 13, which is Sky Tower Radar.
- Final payment for the basketball court is \$7,800.
- The Landscape Creek cleanout is \$750.
- The bridges were budgeted at \$100,000.
- Mr. Vega referring to the agenda package, we have to be ADA compliant by October 1, 2019. We are looking at different vendors.
- He noted two things will change in the agenda package. All invoices will now be removed from the agenda package and they will be emailed because there is no way to make them ADA compliant. Same with the Waterway Inspection Report; it too will be sent electronically to all Board members.

iii. Additional Playground Swing Set

- Tabled to the March 9th workshop.

iv. Resumes

- Mr. Vega at the last meeting you narrowed it down to two people.

Let the record reflect Mr. Dvorak left the meeting.

- Ms. Lisa Vaile and Ms. Katherine Robirds introduced themselves and provided background information on themselves.

On MOTION by Mr. Gilbertsen seconded by Mr. Watson with Mr. Gilbertsen and Mr. Watson voting aye and Mr. Gerald and Mr. Silva voting nay, the motion to fill the vacate seat with Ms. Robirds to the Board, did not pass.

- Mr. Vega recommended this item be tabled for six months or until the August Board meeting.
- The Board was in consensus.

v. Waterway Inspection Report

- The Waterway Inspection Report was reviewed.

vi. Workshop Agenda for March 9, 2019

- Mr. Vega noted at the workshop, the Board will be talking about the shade structure, capital projects and the playground layout with District Engineer.
- The Board discussed in detail the Dog Park. The Park does not look good at this time. This issue will be followed up at a later date.

SIX ORDER OF BUSINESS

Supervisors' Requests and Comments

- Mr. Gilbertsen asked for the status of the plaque at the back of the basketball court.

SEVENTH ORDER OF BUSINESS

Audience Comments on Other Items

- Audience comments were received.

EIGHTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Watson seconded by Mr. Gerald with all in favor the meeting was adjourned.

David Gerald
Chairperson

4B

**Oak Creek
Community Development District**

Financial Report

January 31, 2019

Prepared by:



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**Oak Creek
Community Development District**

Financial Statements

(Unaudited)

January 31, 2019

Balance Sheet
January 31, 2019

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>			
Cash - Checking Account	\$ 222,027	\$ -	\$ 222,027
Due From Other Funds	-	396,214	396,214
Investments:			
Money Market Account	732,536	-	732,536
Acquisition Fund	-	7,889	7,889
Prepayment Fund (A-2)	-	6,950	6,950
Reserve Fund (A-1)	-	153,927	153,927
Reserve Fund (A-2)	-	51,978	51,978
Revenue Fund A	-	103	103
Deposits	3,055	-	3,055
TOTAL ASSETS	\$ 957,618	\$ 617,061	\$ 1,574,679
<u>LIABILITIES</u>			
Accounts Payable	\$ 20,143	\$ -	\$ 20,143
Accrued Expenses	4,523	-	4,523
Due To Other Funds	396,214	-	396,214
TOTAL LIABILITIES	420,880	-	420,880
<u>FUND BALANCES</u>			
Nonspendable:			
Deposits	3,055	-	3,055
Restricted for:			
Debt Service	-	617,061	617,061
Assigned to:			
Operating Reserves	116,045	-	116,045
Unassigned:	417,638	-	417,638
TOTAL FUND BALANCES	\$ 536,738	\$ 617,061	\$ 1,153,799
TOTAL LIABILITIES & FUND BALANCES	\$ 957,618	\$ 617,061	\$ 1,574,679

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JAN-19 ACTUAL
REVENUES				
Interest - Investments	\$ 3,000	\$ 1,964	65.47%	\$ 1,039
Interest - Tax Collector	-	16	0.00%	-
Special Assmnts- Tax Collector	480,391	460,810	95.92%	3,953
Special Assmnts- Discounts	(19,215)	(18,403)	95.77%	(119)
Other Miscellaneous Revenues	-	31,061	0.00%	-
Access Cards	-	90	0.00%	15
TOTAL REVENUES	464,176	475,538	102.45%	4,888
EXPENDITURES				
Administration				
P/R-Board of Supervisors	12,000	6,400	53.33%	-
ProfServ-Arbitrage Rebate	1,200	600	50.00%	-
ProfServ-Dissemination Agent	5,000	-	0.00%	-
ProfServ-Engineering	15,000	23,449	156.33%	4,288
ProfServ-Legal Services	24,000	5,406	22.53%	556
ProfServ-Mgmt Consulting Serv	44,805	14,935	33.33%	3,734
ProfServ-Property Appraiser	150	-	0.00%	-
ProfServ-Trustee Fees	3,233	3,433	106.19%	-
ProfServ-Web Site Maintenance	1,200	1,326	110.50%	198
Auditing Services	3,523	-	0.00%	-
Postage and Freight	1,500	505	33.67%	43
Rentals & Leases	600	200	33.33%	50
Public Officials Insurance	2,255	2,255	100.00%	-
Printing and Binding	1,500	366	24.40%	45
Legal Advertising	1,000	-	0.00%	-
Misc-Assessmnt Collection Cost	9,608	8,848	92.09%	77
Misc-Contingency	25	26	104.00%	25
Office Supplies	412	1,768	429.13%	1,685
Annual District Filing Fee	175	175	100.00%	-
Total Administration	127,186	69,692	54.80%	10,701
Public Safety				
Contracts-Security Services	3,360	1,120	33.33%	280
Total Public Safety	3,360	1,120	33.33%	280
Electric Utility Services				
Electricity - Streetlighting	23,000	7,388	32.12%	1,841
Utility Services	15,460	5,100	32.99%	2,359
Total Electric Utility Services	38,460	12,488	32.47%	4,200

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JAN-19 ACTUAL
<u>Garbage/Solid Waste Services</u>				
Utility - Refuse Removal	698	233	33.38%	58
Solid Waste Disposal Assessm.	611	623	101.96%	-
Total Garbage/Solid Waste Services	1,309	856	65.39%	58
<u>Water-Sewer Comb Services</u>				
Utility Services	18,000	2,214	12.30%	(785)
Total Water-Sewer Comb Services	18,000	2,214	12.30%	(785)
<u>Flood Control/Stormwater Mgmt</u>				
Contracts-Aquatic Control	19,680	6,917	35.15%	1,997
Stormwater Assessment	894	885	98.99%	-
R&M-Storm Water - Pond	26,100	-	0.00%	-
Total Flood Control/Stormwater Mgmt	46,674	7,802	16.72%	1,997
<u>Other Physical Environment</u>				
Contracts-Landscape	84,000	28,000	33.33%	7,000
Liability/Property Insurance	8,580	6,986	81.42%	-
R&M-Entry Feature	1,500	-	0.00%	-
R&M-Irrigation	5,000	958	19.16%	-
R&M-Mulch	15,000	-	0.00%	-
R&M-Plant&Tree Replacement	10,000	39,768	397.68%	(1,610)
Total Other Physical Environment	124,080	75,712	61.02%	5,390
<u>Capital Expenditures & Projects</u>				
Misc-Contingency	1,900	6,600	347.37%	-
Capital Improvements	35,000	59,691	170.55%	-
Total Capital Expenditures & Projects	36,900	66,291	179.65%	-
<u>Road and Street Facilities</u>				
R&M-Bike Paths & Asphalt	1,500	-	0.00%	-
R&M-Parking Lots	1,500	-	0.00%	-
R&M-Sidewalks	3,000	-	0.00%	-
R&M-Streetlights	1,000	-	0.00%	-
Total Road and Street Facilities	7,000	-	0.00%	-
<u>Clubhouse, Parks and Recreation</u>				
Contracts-Mgmt Services	10,296	3,432	33.33%	858
Contracts-Pools	9,540	3,180	33.33%	795
Contractual Maint. Services	27,259	8,101	29.72%	3,694

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JAN-19 ACTUAL
Telephone/Fax/Internet Services	3,712	596	16.06%	149
R&M-Facility	3,500	8,345	238.43%	1,475
R&M-Pools	400	329	82.25%	-
R&M Basketball Courts	-	4,606	0.00%	3,389
R&M-Playground	1,000	-	0.00%	-
Op Supplies - General	5,500	4,699	85.44%	3,501
Total Clubhouse, Parks and Recreation	61,207	33,288	54.39%	13,861
TOTAL EXPENDITURES	464,176	269,463	58.05%	35,702
Excess (deficiency) of revenues				
Over (under) expenditures	-	206,075	0.00%	(30,814)
Net change in fund balance	\$ -	\$ 206,075	0.00%	\$ (30,814)
FUND BALANCE, BEGINNING (OCT 1, 2018)	330,663	330,663		
FUND BALANCE, ENDING	\$ 330,663	\$ 536,738		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending January 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JAN-19 ACTUAL
REVENUES				
Interest - Investments	\$ -	\$ 273	0.00%	\$ 56
Special Assmnts- Tax Collector	437,163	419,343	95.92%	3,597
Special Assmnts- Discounts	(17,487)	(16,747)	95.77%	(108)
TOTAL REVENUES	419,676	402,869	96.00%	3,545
EXPENDITURES				
Administration				
Misc-Assessmnt Collection Cost	8,743	8,052	92.10%	70
Total Administration	8,743	8,052	92.10%	70
Debt Service				
Principal Debt Retirement A-1	160,000	-	0.00%	-
Principal Debt Retirement A-2	45,000	-	0.00%	-
Interest Expense Series A-1	148,699	74,349	50.00%	-
Interest Expense Series A-2	59,325	29,663	50.00%	-
Total Debt Service	413,024	104,012	25.18%	-
TOTAL EXPENDITURES	421,767	112,064	26.57%	70
Excess (deficiency) of revenues Over (under) expenditures	(2,091)	290,805	-13907.46%	3,475
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	(2,091)	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	(2,091)	-	0.00%	-
Net change in fund balance	\$ (2,091)	\$ 290,805	-13907.46%	\$ 3,475
FUND BALANCE, BEGINNING (OCT 1, 2018)	326,256	326,256		
FUND BALANCE, ENDING	\$ 324,165	\$ 617,061		

**Oak Creek
Community Development District**

Supporting Schedules

January 31, 2019

Non-Ad Valorem Special Assessments - Pasco County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2019

					ALLOCATION BY FUND	
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	General Fund	Debt Service Fund
Assessments Levied FY '19				\$ 917,555	\$ 480,392	\$ 437,163
Allocation %				100%	52%	48%
11/09/18	\$ 3,757	\$ 212	\$ 77	\$ 4,046	\$ 2,118	\$ 1,928
11/16/18	37,083	1,577	757	39,416	20,637	18,780
11/23/18	15,156	644	309	16,110	8,434	7,675
12/03/18	650,271	27,648	13,271	691,190	361,877	329,312
12/13/18	111,705	4,749	2,280	118,734	62,164	56,570
12/31/18	1,448	46	30	1,523	798	726
12/31/18	1,505	48	31	1,583	829	754
01/10/19	7,178	227	146	7,551	3,953	3,597
TOTAL	\$ 828,102	\$ 35,151	\$ 16,900	\$ 880,153	\$ 460,810	\$ 419,343
% COLLECTED				96%	96%	96%
TOTAL O/S				\$ 37,402	\$ 19,582	\$ 17,820

Cash and Investment Report
January 31, 2019

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
<u>GENERAL FUND</u>					
Checking Account - Operating	Florida Community Bank	Public Funds Checking	n/a	0.00%	\$89,774
Checking Account - Operating	BB&T	Checking	n/a	0.00%	132,253
Subtotal - Operating					<u>222,027</u>
Public Funds Money Market	BankUnited	Money Market #0623	n/a	1.00%	732,536 (1)
Subtotal-General Fund					<u>\$954,563</u>
<u>DEBT SERVICE FUND</u>					
Series 2015 Acquisition Fund	US Bank	US Bank MMA	n/a	0.00%	\$7,889
Series 2015 Prepayment A-2	US Bank	US Bank MMA	n/a	0.00%	6,950
Series 2015 Reserve Fund A-1	US Bank	US Bank MMA	n/a	0.00%	153,926
Series 2015 Reserve Fund A-2	US Bank	US Bank MMA	n/a	0.00%	51,978
Series 2015 Revenue Account	US Bank	US Bank MMA	n/a	0.00%	103
Subtotal-Debt Service Fund					<u>\$220,847</u>
Total - All Funds					<u><u>\$1,175,410</u></u>

(1) Amount to be transferred from MMA to US Bank in February - \$395K.

Oak Creek CDD

Bank Reconciliation

Page Number 21

Bank Account No. 4502 Florida Community Bank - GF Checking
Statement No. 01-19
Statement Date 1/31/2019

G/L Balance (LCY)	89,773.82	Statement Balance	93,085.82
G/L Balance	89,773.82	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	93,085.82
Subtotal	89,773.82	Outstanding Checks	3,312.00
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	89,773.82	Ending Balance	89,773.82
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
3/8/2018	Payment	1659	WASTE CONNECTIONS OF FLORIDA	58.20	0.00	58.20
1/29/2019	Payment	1933	LANDSCAPE MAINTENANCE	1,778.80	0.00	1,778.80
1/29/2019	Payment	1934	CON ASSET	1,475.00	0.00	1,475.00
Total Outstanding Checks.....				3,312.00		3,312.00

OAK CREEK Community Development District

Payment Register by Fund For the Period from 1/1/2019 to 1/31/2019 (Sorted by Payee)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001								
001	1923	01/09/19	AQUA TRIANGLE 1 CORP	4867	DECEMBER POOL MAINTENANCE	Contracts-Pools	534078-57231	\$795.00
001	1923	01/09/19	AQUA TRIANGLE 1 CORP	73481	REPLACED GFCI RECEPTACLE	R&M-Pools	546074-57231	\$115.95
001	1918	01/09/19	AQUATIC SYSTEMS, INC	0000432584	JANUARY WASTE SERVICES	Contracts-Aquatic Control	534067-53801	\$1,997.00
001	1917	01/08/19	BB&T	122618-6264	DECEMBER PURCHASES	Op Supplies - General	552001-57231	\$398.45
001	1924	01/09/19	BRAVO FENCE	28505	CLB HSE FENCE REPRS PARKNG LOT	R&M - Facility	546024-57231	\$1,814.70
001	1928	01/11/19	BRIGHTVIEW LANDSCAPING	5985315	BVTS WEST FLORIDA TREE	6739 BLUFF MEADOW CT	546170-53908	\$2,800.00
001	1927	01/11/19	CARDNO ENTRIX	510066	GEN ENG THRU 9/14/18 FINAL PMT	ProfServ-Engineering	531013-51501	\$4,026.29
001	1921	01/09/19	COMPLETE I.T. SERVICE & SOLUTIONS	3260	TECH LABOR FRONTIER ISSUE	Telephone/Fax/Internet Services	541009-57231	\$125.00
001	1930	01/16/19	COMPLETE I.T. SERVICE & SOLUTIONS	3350	GOOGLE FOR BUSINESS	ProfServ-Web Site Maintenance	531094-51301	\$97.65
001	1934	01/29/19	CON ASSET	OC 1-19 1	2 DOORS INSTALLED - TECH ROOM	R&M - Facility	546024-57231	\$1,475.00
001	1929	01/11/19	DOG WASTE DEPOT	259057	2 DEPOT STATIONS	Op Supplies - General	552001-57231	\$459.98
001	1932	01/24/19	FEDEX	6-381-82664	NOVEMBER POSTAGE	Postage and Freight	541006-51301	\$39.46
001	1922	01/09/19	FRONTIER FLORIDA LLC	010119-0368	JANUARY #813-779-0368 SRV	Telephone/Fax/Internet Services	541009-57231	\$148.98
001	1920	01/09/19	GOLDEN EYE TECHNOLOGY, LLC	192JAN19	JANUARY MONITORING	Contracts-Security Services	534037-52001	\$280.00
001	1925	01/11/19	HOPPING GREEN & SAMS	104791	NOVEMBER GEN COUNSEL	ProfServ-Legal Services	531023-51401	\$1,339.26
001	1919	01/09/19	LANDSCAPE MAINTENANCE PROFESSIONALS	140125	JANUARY LANDSCAPE MAINTENANCE	Contracts-Landscape	534050-53908	\$7,000.00
001	1919	01/09/19	LANDSCAPE MAINTENANCE PROFESSIONALS	139611	IRR REPAIRS BASKETBALL CT	NEW BASKETBALL CT	546161-57231	\$2,480.59
001	1933	01/29/19	LANDSCAPE MAINTENANCE PROFESSIONALS	140555	SOD/CLEANUP BB CT/PND #6	NEW BASKETBALL CT	546161-57231	\$1,725.00
001	1933	01/29/19	LANDSCAPE MAINTENANCE PROFESSIONALS	140533	IRR REPAIRS BASKETBALL COURT	NEW BASKETBALL CT	546161-57231	\$53.80
001	1931	01/17/19	LISA VAILE	032418	WORKSHOP ATTENDANCE 03/24/18	P/R-Board of Supervisors	511001-51101	\$200.00
001	1931	01/17/19	LISA VAILE	032618	MEETING ATTENDANCE 03/26/18	P/R-Board of Supervisors	511001-51101	\$200.00
001	DD178	01/04/19	PASCO COUNTY UTILITIES SERVICES BRANCH - ACH	20718	11/07-12/7/18 WTR ACH	Utility Services	543063-53601	\$535.69
001	DD180	01/11/19	INNOVATIVE EMPLOYER SOLUTIONS-ACH	064594 ACH	PAYROLL P/E 1/5/19 ACH	BATCH 415-201820	534378-57231	\$1,502.21
001	DD183	01/25/19	INNOVATIVE EMPLOYER SOLUTIONS-ACH	064863	PAYROLL P/E 1/19/19 ACH	BATCH 415-201820	534378-57231	\$1,648.18
001	1926	01/11/19	WASTE CONNECTIONS OF FLORIDA	573015	JANUARY WASTE SRVS	6426-016188	543020-53401	\$58.20
Fund Total								\$31,316.39

Total Checks Paid	\$31,316.39
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Fifth Order of Business

5Ci.

Optimum Plumbing LLC
 22437 OAKVILLE DR
 LAND O LAKES, FL 34639
 (813) 391-9287
 office@optimumplumbingllc.com
 http://www.optimumplumbingllc.com



ESTIMATE

ADDRESS

OAK CREEK CDD
 2654 Cypress Ridge Blvd suite
 #101
 Wesley Chapel, FL 33544

ESTIMATE # 1944

DATE 02/25/2019

DATE	ACTIVITY	QTY	RATE	AMOUNT
02/25/2019	ESTIMATE TO POUR CONCRETE PAD AT NEW DINKING FOUNTAIN LOCATION			
02/25/2019	INSTALL FRENCH DRAIN WITH MANHOLE COVER AND RUN NEW 1/2" PVC SCH.40 WATER SERVICE FROM POOL RESTROOMS. SET AND BOLT DRINKING FOUNTAIN TO CONCRETE PAD AND CONNECT WATER AND DRAIN LINES.			
02/25/2019	ALL WORK IS TO BE COMPLETED WITH PERMITS			
02/25/2019	Services JOB TOTAL, LABOR AND MATERIAL			9,076.11
02/25/2019	Make and model number of the drinking fountain: Elkay Outdoor Stone Fountain Pedestal Non-Filtered, Non-Refrigerated LK4595			

Thank you for choosing Optimum Plumbing for all your plumbing need.

TOTAL

\$9,076.11

Accepted By

Accepted Date

5Ciii.



Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

Page Number 27

QUOTE: R0093191025

Prepared For:

MARK VEGA

OAK CREEK CDD
201 N UNIVERSITY DR SUITE 702
CORAL SPRINGS, FL 33071
813-991-1116 (phone)
mark.vega@inframark.com

Project Name & Location:

Attn: OAK CREEK CDD

Prepared by:

MILLER RECREATION EQUIPMENT
& DESIGN, INC.

2017 91st Street N.W.
Bradenton, FL 34209
(941) 792-4580 (phone)
(941) 794-2909 (fax)
wegator@tampabay.rr.com

Ship To Address:

MARK VEGA
OAK CREEK CDD
34300 SPRING OAK TRAIL
WESLEY CHAPEL, FL 33545
813-991-1116 (phone)
MARK.VEGA@inframark.COM

End User:

MARK VEGA
OAK CREEK CDD
201 N UNIVERSITY DR SUITE
702
CORAL SPRINGS, FL 33071
813-991-1116 (phone)
mark.vega@inframark.com

Quote Number: R0093191025
Quote Date: 2/28/2019
Valid For: 180 Days From Quote Date

PlayArea_Q1

Product line: Freestanding
Age group: 5-12

Components

Part Number	Description	Qty	Weight	Unit Price	Total
2840	SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	1	10.00	116.00	116.00
7188521H	3 1/2" OD ARCH FRAME 8' TR (1) GEN ST REQ MC	1	200.00	1,133.00	1,133.00

Parts By Other

Part Number	Description	Qty	Weight	Unit Price	Total
FIBAR	26 YARDS OF ADA FALL MATERIAL INSTALLED	1	0.00	1,015.00	1,015.00
TIMBERS	26 4' X 12" BORDERS DELIVERED AND INSTALLED	1	0.00	990.50	990.50

Totals:

Equipment Weight:	210.00 lbs
Equipment List:	\$1,249.00
Equipment Price:	\$1,249.00
Freight:	\$0.00 Code: Needed
Installation:	\$550.00
Products by Other:	\$2,005.50
SubTotal:	\$3,804.50
Estimated Sales Tax*:	\$0.0
Grand Total:	\$3,804.50

Notes:

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: R0093191025 **Quote Date:** 2/28/2019 **Equipment:** \$1,249.00 **Grand Total:** **\$3,804.50**

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By	Printed Name and Title	Date
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT		
By:		

Date:

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent

3/4/2019

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QUOTE: R0093191025

in such month and is not received by Miracle within ten (10) days after the date on which due.

3. **Limitation of Warranty/ Indemnity.** MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. **Restrictions.** Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. **Purchase Money Security Interest.** Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. **Choice of Law and Jurisdiction.** All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. **Title; Risk of Loss; Insurance.** Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. **Waiver; Invalidity.** Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. **Entire Agreement; Amendment; Binding Nature.** This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. **Counterparts; Electronic Transmission.** This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade
Phone: 407.831.9658 Fax: 866.232.8532 E-mail: sales@repsservices.com

Page Number 30 Page 1 of 2

Please mail POs, contracts and checks to:

Rep Services, Inc.
581 Technology Park, STE 1009
Lake Mary, FL 32746-7127

Proposed To: Oak Creek Community Development District
210 North University Drive
Suite 702
Coral Springs, FL 33701-7320

Attn: Mark Vega

Ship To: Oak Creek CDD
34300 Spring Oak Trail
Wesley Chapel, FL 33545

Attn:

Bill To: Oak Creek Community Development District
210 North University Drive
Suite 702
Coral Springs, FL 33701-7320

Attn: Mark Vega

Project No: 16158	Project Name: Oak Creek CDD	Project Contact: Mark Vega
Proposal No: 16158.02	Proposal Name: Oak Creek CDD- Swings	Project Location: 34300 Spring Oak Trail Wesley Chapel, FL 33545
Proposal Date: 12/10/2018	Proposal Expires: 1/9/2019	
For Questions Contact: Tricia Thomas ☎ 407-915-7849 ✉ tricia@repsservices.com		
Sales Consultant: Scott Brushwood ☎ 727-539-8457 ✉ scott@repsservices.com		
		Opt/Rev: B/0 Printed: 12/11/2018 - TT

Vendor: Landscape Structures	Proj Drawings: 16158-1-1	566650
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Class	Part No	Qty	Description	Unit Price	Ext Price
Swing					
Surfacing	IP100626A-001	31 EA	30" Galvanized Stake	13.00	403.00
	IP119214A-001	27 EA	Tuff-Timber 4'	47.00	1,269.00
	IP130799A-001	1 EA	TuffTimbers Access Wedge	790.00	790.00
Swings	IP176038A-001	2 EA	Full Bucket Seat ProGuard Chains for 8' Beam Height	270.00	540.00
	IP177332A-001	1 EA	Single Post Swing Frame 8' Beam Height Only	1,150.00	1,150.00
				Product Subtotal:	\$4,152.00
				Signed & Sealed Engineering:	\$1,600.00
Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 698 lbs Freight Charge:					\$1,120.00
				Landscape Structures Total:	\$6,872.00

Vendor: No Fault Sports Group	Proj Drawings:	566651
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Class	Part No	Qty	Description	Unit Price	Ext Price
Surfacing	OAK CREEK-RM	790 SF	Loose Rubber Mulch. 5" depth.	4.98	3,934.20
				Product Subtotal:	\$3,934.20
Freight: Prepaid Ship Method: Best Way FOB: Destination Freight Charge:					\$737.00
				No Fault Sports Group Total:	\$4,671.20

Vendor: RSI Installer	566652
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Item	Qty	Description	Unit Price	Ext Price
INS-LSI	1 LT	Installation - Landscape Structures Swings.	1,950.00	1,950.00
INS-NFS	1 LT	Installation - No Fault Loose Rubber Mulch.	975.00	975.00
OTHER	1 EA	Excavation of Sod.	1,026.00	1,026.00
OTHER	1 EA	Disposal of spoils.	650.00	650.00
PERMIT FILING	1 EA	Labor charge for Licensed Contractor to file for building permit from the appropriate jurisdiction. NOTE: Permit Fees charged by the jurisdiction will be prepaid and invoiced separately and may require a change order to your Purchase Order or Contract.	975.00	975.00
			RSI Installer Total:	\$5,576.00

General Terms of Sale and Proposal Summary

Net 30

Product:	\$9,686.20
Installation:	\$5,576.00
Freight:	\$1,857.00
Proposal Total:	\$17,119.20

Notes

Basis of Proposal

Our proposal is based upon our discussion during my visit of 12/04/2018.

Estimated project completion schedule

Your order will take approximately 3-5 weeks from receipt to completion of installation.
RSI will respond in a timely fashion after receipt of order/contract/letter of intent/notice to proceed.

To be provided by the customer, as applicable:

- Permit Filing and Permit Fees assessed by the Building Dept.
- Site Plan or Survey
- Soils testing
- Tree Survey

Scope of Proposal

Please note the vendor requirements itemized below.

Landscape Structures:

When placing an order, please select colors from those shown on pages 236-238 of the catalog.

No Fault Sports Group:

Owner or Owner's contractor is responsible for:

- All site work, site preparation and base preparation.
- Accuracy of project dimensions and product quantities prior to ordering.
- Dumpster at the site for trash and waste material.
- Please specify product depth and color when ordering.

Installation:

Unless otherwise noted, the following items are to be **PROVIDED BY CUSTOMER** prior to installation:

- ALL Site work completed - excavation, removal and grading to proper level prior to installer arrival.
- Site security to prevent theft or vandalism of equipment.
- Water and 110 Electric.
- Underground Utilities Located and Marked prior to installation.
- Storage.
- Trash Dumpster to accommodate construction waste.
- Does not include soil density or concrete testing

THIS PROPOSAL DOES NOT INCLUDE PERMIT FEES ASSESSED BY THE BUILDING DEPT. Those fees will result in additional charges.

Installation Charges on this proposal are based on NO UNFORESEEN conditions in the area, above or below the surface. If unforeseen conditions arise, the installation charges will change to reflect additional costs associated with dealing with those circumstances. Examples of this include, but are not limited to: site not ready upon installer's arrival, underground utilities, or difficulties with footers due to coral rock or ground water in the holes.

Orders are shipped within our manufacturer's standard lead times. Requests for delayed shipping may result in additional costs due to increases in freight, material costs or other factors. To secure the prices on this proposal, the offer must be accepted prior to the expiration date noted.

The undersigned warrants that he/she is an authorized representative of the company noted and has the requisite authority to bind said company and/or principal. If any particular billing is not paid when due, all outstanding balances, regardless of prior terms, will become immediately due and owing upon demand. Interest on past due amounts will be assessed at 1 ½ % per month or the maximum interest rate permitted by applicable law, whichever is less. Should it become necessary for either party to this contract to institute legal action for enforcement of any provisions of this contract, the prevailing party shall be entitled to reimbursement for all court costs and reasonable attorney's fees incident to such legal action. The parties hereto agree that proper venue for any legal action in any way related to this contract shall be in Seminole County, FL.

Accepted By:

Oak Creek Community Development District

Company Name	Authorized By	Printed Name	Date
As Its:	(Title)		



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REP SERVICES, INC.
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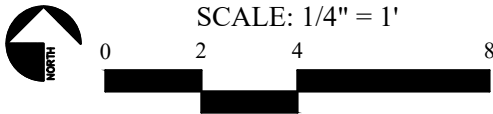
***PROPOSED SWINGS TO BE LOCATED
ADJACENT TO NEW BASKETBALL COURT;
ACTUAL SITE LOCATION TO BE
DETERMINED**

SURFACING
790 SF
LOOSE FILL RUBBER MULCH
8' MAXIMUM FALL HEIGHT

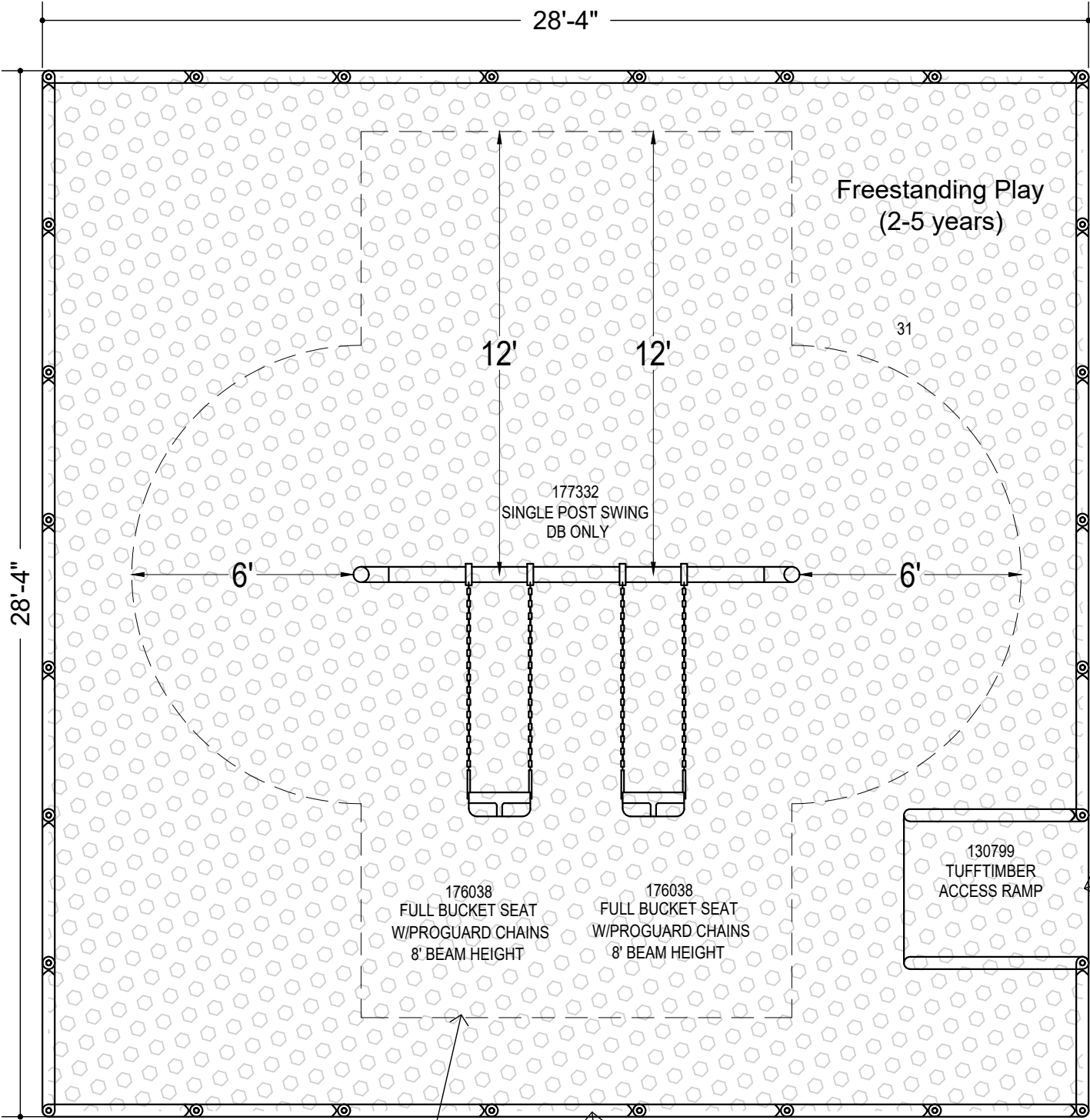
TOTAL PLAY COMPONENTS: 2

NUMBER AND TYPES OF GROUND LEVEL PLAY COMPONENTS REQUIRED				
2-5 AGE AREA	TOTAL ELEVATED PLAY COMPONENTS	0		
	TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
	TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	0	REQUIRED	0
	TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	2	REQUIRED	0
	TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	1	REQUIRED	0
PLAYGROUND EQUIPMENT MEETS THE REQUIREMENTS OF FBC ACCESSIBILITY CODE, TABLE 240.2.1.2				

⚠ WARNING
SURFACING AND PLAYSURFACES MAY
BECOME **HOT** AND CAUSE BURNS. CHECK
FOR HOT SURFACES PRIOR TO PLAYING ON
THE PLAYGROUND.



SCALE: 1/4" = 1'



MINIMUM USE
ZONE REQUIRED

4' TUFFTIMBER
BORDER, TYP.

ACCESSIBLE ROUTE MUST
BE PROVIDED TO THE
PROPOSED SWINGS;
ACCESSIBLE ROUTE TO
THE SWINGS NOT PART OF
THIS SCOPE

GENERAL NOTES:
1. EQUIPMENT LOCATION TO BE FIELD
VERIFIED PRIOR TO CONSTRUCTION
2. ACCESSIBLE ROUTE OF TRAVEL TO
THE PLAYGROUND TO BE PROVIDED BY
OTHERS, UNLESS OTHERWISE NOTED
3. BASE MUST EXHIBIT POSITIVE
DRAINAGE IN ALL AREAS

NOT FOR CONSTRUCTION

SHEET NO.
P-1
PAPER SIZE
B

RSI PROJ: 16158
DRAWING: 16158-1-1

Oak Creek CDD
Wesley Chapel, FL