# OAK CREEK COMMUNITY DEVELOPMENT DISTRICT AGENDA PACKAGE

**AUGUST 12, 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

Ready Access Number: 8007475150 - Access Code 2758201

August 5, 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, August 12, 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. Public Hearing to Consider Adoption of the Fiscal Year 2020 Budget
  - A. Resolution 2019-04 Adopting the Fiscal Year 2020 Budget
  - B. Resolution 2019-05 Imposing Special Assessments
- 5. Consent Agenda
  - A. Minutes of the July 8, 2019 Meeting
  - B. Acceptance of the Financial Report
- 6. Staff Reports
  - A. District Counsel
  - B. District Engineer
  - C. District Manager
    - i. Comparison of Vendors Sheet
    - ii. Campus Suite Proposal
    - iii. Complete IT Service
    - iv. ADA Site Compliance
    - v. Granicus
    - vi. V Global Tech
    - vii. Follow Up
    - viii. Workshop Agenda
- 7. Supervisor Requests and Comments
- 8. Audience Comments on Other Items (3) Minute Time Limit
- 9. 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. In the meantime, if you have any questions, please contact me.

Sincerely,

Mark A. Vega, District Manager

### **Fourth Order of Business**

#### **OAK CREEK**

Community Development District

# Annual Operating and Debt Service Budget Fiscal Year 2020

Version 1 - Modified Tentative Budget (Approved 05/13/19)

Prepared by:



#### **Table of Contents**

| <b>.</b>   | Page # |
|--|--------|
| OPERATING BUDGET   |        |
| General Fund   |        |
| Summary of Revenues, Expenditures and Changes in Fund Balances | 1-2    |
| Budget Narrative   | 3-8    |
| Exhibit A - Allocation of Fund Balances                        | 9      |
|  |        |
| DEBT SERVICE BUDGET  |        |
| Series 2015  |        |
| Summary of Revenues, Expenditures and Changes in Fund Balances | 10     |
| Amortization Schedule  | 11-12  |
|  |        |
| SUPPORTING BUDGET SCHEDULES                                    |        |
| 2019-2020 Non-Ad Valorem Assessment Summary                    | 13     |

#### Oak Creek

Community Development District

# Operating Budget Fiscal Year 2020

#### Summary of Revenues, Expenditures and Changes in Fund Balances

Fiscal Year 2020 Modified Tentative Budget

|                                    |          |      |         |          | Α  | DOPTED   | ACTUAL   | PR | DJECTED | TOTAL     | ANNUAL  |
|------------------------------------|----------|------|---------|----------|----|----------|----------|----|---------|-----------|---------|
|                                    | ACTUAL   | ACT  |         | ACTUAL   |    | UDGET    | THRU     |    | JUL-    | PROJECTED | BUDGET  |
| ACCOUNT DESCRIPTION                | FY 2016  | FY 2 | 2017    | FY 2018  |    | FY 2019  | JUN-2019 | SE | PT-2019 | FY 2019   | FY 2020 |
| REVENUES                           |          |      |         |          |    |          |          |    |         |           |         |
| Interest - Investments             | \$ 2,044 | \$   | 3,828   | \$ 6,832 | \$ | 3,000    | \$ 4,435 | \$ | 1,478   | \$ 5,913  | \$ 5,00 |
| Interest - Tax Collector           | -        |      | -       | 4        |    | _        | 98       |    | _       | 98        |         |
| Special Assmnts- Tax Collector     | 480,392  | 48   | 30,392  | 480,392  |    | 480,391  | 480,392  |    | -       | 480,392   | 480,39  |
| Special Assmnts- Discounts         | (16,211) | (1   | 17,058) | (18,372) |    | (19,215) | (18,299) |    | -       | (18,299)  | (19,21  |
| Other Miscellaneous Revenues       | -        |      | 1,419   | -        |    | -        | 33,994   |    | -       | 33,994    |         |
| Access Cards                       | -        |      | 210     | 360      |    | -        | 210      |    | -       | 210       | 10      |
| TOTAL REVENUES                     | 466,225  | 46   | 8,791   | 469,216  |    | 464,176  | 500,830  |    | 1,478   | 502,308   | 466,27  |
| EVDENDITUDES                       |          |      |         |          |    |          |          |    |         |           |         |
| EXPENDITURES                       |          |      |         |          |    |          |          |    |         |           |         |
| Administrative                     |          |      |         |          |    |          |          |    |         |           |         |
| P/R-Board of Supervisors           | 10,600   | 1    | 13,400  | 18,800   |    | 12,000   | 15,800   |    | 5,267   | 21,067    | 12,00   |
| FICA Taxes                         | 122      |      | -       | -        |    | -        | 367      |    | 105     | 472       | -       |
| ProfServ-Arbitrage Rebate          | 600      |      | -       | 1,200    |    | 1,200    | 600      |    | 600     | 1,200     | 1,20    |
| ProfServ-Dissemination Agent       | -        | _    | -       | 2,000    |    | 5,000    | -        |    | 5,000   | 5,000     | 5,00    |
| ProfServ-Engineering               | 19,551   |      | 72,976  | 66,421   |    | 15,000   | 52,089   |    | 1,500   | 53,589    | 20,00   |
| ProfServ-Legal Services            | 28,332   |      | 24,296  | 26,356   |    | 24,000   | 10,927   |    | 10,000  | 20,927    | 24,00   |
| ProfServ-Mgmt Consulting Serv      | 43,500   | 2    | 43,500  | 43,172   |    | 44,805   | 33,604   |    | 11,201  | 44,805    | 44,80   |
| ProfServ-Property Appraiser        | 150      |      | 150     | 150      |    | 150      | 150      |    | -       | 150       | 15      |
| ProfServ-Trustee Fees              | -        |      | 3,233   | 3,233    |    | 3,233    | 3,433    |    | -       | 3,433     | 3,43    |
| ProfServ-Web Site Maintenance      | 2,017    |      | 1,200   | -        |    | 1,200    | 2,378    |    | 793     | 3,171     | 2,37    |
| Auditing Services                  | 3,300    |      | 3,446   | 3,400    |    | 3,523    | 3,500    |    | -       | 3,500     | 3,52    |
| Postage and Freight                | 677      |      | 1,650   | 1,622    |    | 1,500    | 651      |    | 217     | 868       | 1,50    |
| Rentals & Leases                   | 600      |      | 400     | 600      |    | 600      | 450      |    | 150     | 600       | 60      |
| Public Officials Insurance         | 1,890    |      | 1,895   | 2,050    |    | 2,255    | 2,255    |    | -       | 2,255     | 2,48    |
| Printing and Binding               | 942      |      | 1,516   | 2,109    |    | 1,500    | 559      |    | 186     | 745       | 1,50    |
| Legal Advertising                  | 643      |      | 687     | 1,216    |    | 1,000    | 209      |    | 791     | 1,000     | 1,00    |
| Misc-Bank Charges                  | 60       |      | -       | -        |    | -        | -        |    | -       | -         | -       |
| Misc-Assessmnt Collection Cost     | 8,209    |      | 8,559   | 7,495    |    | 9,608    | 9,326    |    | 282     | 9,608     | 9,60    |
| Misc-Contingency                   | -        |      | -       | 60       |    | 25       | 51       |    | 17      | 68        | 5       |
| Office Supplies                    | 132      |      | 444     | 303      |    | 412      | 2,433    |    | 811     | 3,244     | 41:     |
| Annual District Filing Fee         | -        |      | 175     | 175      |    | 175      | 175      |    | -       | 175       | 17      |
| Dues, Licenses, Subscriptions      | 530      |      | -       | -        |    | -        | -        |    | -       | -         | -       |
| Total Administrative               | 121,855  | 17   | 77,527  | 180,362  |    | 127,186  | 138,957  |    | 36,920  | 175,877   | 133,80  |
| Public Safety                      |          |      |         |          |    |          |          |    |         |           |         |
| Contracts-Security Services        | 910      |      | 3,360   | 3,360    |    | 3,360    | 2,520    |    | 840     | 3,360     | 3,36    |
| Misc-Contingency                   |          |      | 955     | -        |    | -        | -        |    | -       | -         |         |
| Total Public Safety                | 910      |      | 4,315   | 3,360    |    | 3,360    | 2,520    |    | 840     | 3,360     | 3,36    |
| Electric Utility Services          |          |      |         |          |    |          |          |    |         |           |         |
| Electricity - Streetlighting       | 22,259   | 2    | 21,893  | 20,989   |    | 23,000   | 16,655   |    | 5,552   | 22,207    | 23,00   |
| Utility Services                   | 13,008   |      | 12,139  | 14,828   |    | 15,460   | 10,899   |    | 3,633   | 14,532    | 15,46   |
| Total Electric Utility Services    | 35,267   |      | 34,032  | 35,817   |    | 38,460   | 27,554   |    | 9,185   | 36,739    | 38,46   |
| Garbage/Solid Waste Services       |          |      |         |          |    |          |          |    |         |           |         |
| Utility - Refuse Removal           | 698      |      | 757     | 698      |    | 698      | 524      |    | 174     | 698       | 69      |
| Solid Waste Disposal Assessm.      | 608      |      | 527     | 611      |    | 611      | 623      |    | -       | 623       | 62      |
| Total Garbage/Solid Waste Services | 1,306    |      | 1,284   | 1,309    |    | 1,309    | 1,147    |    | 174     | 1,321     | 1,32    |
| Water-Sewer Comb Services          |          |      |         | •        |    |          | ·        |    |         |           |         |
| Utility Services                   | 0.047    |      | 12,336  | 0.206    |    | 18,000   | 7 100    |    | 2 277   | 0.500     | 10.00   |
| Ounty Services                     | 9,017    | 1    | 14,330  | 9,206    |    | 10,000   | 7,132    |    | 2,377   | 9,509     | 10,00   |

#### Summary of Revenues, Expenditures and Changes in Fund Balances

Fiscal Year 2020 Modified Tentative Budget

| ACCOUNT DECORPORATION                 | ACTUAL           | ACTUAL     | ACTUAL     | ADOPTED<br>BUDGET | ACTUAL<br>THRU | PROJECTED JUL- | TOTAL PROJECTED | ANNUAL<br>BUDGET |
|---------------------------------------|------------------|------------|------------|-------------------|----------------|----------------|-----------------|------------------|
| ACCOUNT DESCRIPTION                   | FY 2016          | FY 2017    | FY 2018    | FY 2019           | JUN-2019       | SEPT-2019      | FY 2019         | FY 2020          |
| Flood Control/Stormwater Mgmt         |                  |            |            |                   |                |                |                 |                  |
| Contracts-Aquatic Control             | 16,547           | 33,391     | 19,380     | 19,680            | 16,902         | 5,991          | 22,893          | 23,964           |
| Stormwater Assessment                 | 536              | 531        | 894        | 894               | 885            | -              | 885             | 885              |
| R&M-Storm Water - Pond                | 6,946            | 42,638     | 56,338     | 26,100            | 714            | 1,000          | 1,714           | 16,100           |
| Total Flood Control/Stormwater Mgmt   | 24,029           | 76,560     | 76,612     | 46,674            | 18,501         | 6,991          | 25,492          | 40,949           |
| Other Physical Environment            |                  |            |            |                   |                |                |                 |                  |
| Contracts-Landscape                   | 77,588           | 106,636    | 84,000     | 84,000            | 63,000         | 21,000         | 84,000          | 84,000           |
| Liability/Property Insurance          | 6,774            | 7,173      | 7,328      | 8,580             | 6,986          | -              | 6,986           | 9,438            |
| R&M-Entry Feature                     | 242              | 2,132      | 795        | 1,500             | -              | 1,500          | 1,500           | 1,500            |
| R&M-Irrigation                        | 4,531            | 9,462      | 11,079     | 5,000             | 3,804          | 1,500          | 5,304           | 5,000            |
| R&M-Mulch                             | -                | -          | 14,238     | 15,000            | -              | 5,000          | 5,000           | 15,000           |
| R&M-Plant&Tree Replacement            | 10,898           | 8,256      | 16,727     | 10,000            | 49,995         | -              | 49,995          | 10,000           |
| ·                                     | 100,033          | 133,659    | 134,167    | 124,080           | 123,785        | 29,000         | 152,785         | 124,938          |
| Capital Expenditures & Projects       |                  |            |            |                   |                |                |                 |                  |
| Misc-Contingency                      | 4,500            | 2,320      | 1,300      | 1,900             | 750            | 1,150          | 1,900           | -                |
| Capital Improvements                  | 26,000           | 112,755    | 184,379    | 35,000            | 147,716        | 109,566        | 257,282         | 45,000           |
| Total Capital Expenditures & Projects | 30,500           | 115,075    | 185,679    | 36,900            | 148,466        | 110,716        | 259,182         | 45,000           |
| Road and Street Facilities            |                  |            |            |                   |                |                |                 |                  |
| R&M-Parking Lots                      | -                | -          |            | 1,500             | 3,595          | _              | 3,595           | 1,500            |
| R&M-Bike Paths & Asphalt              | _                | -          |            | 1,500             | -              | 500            | 500             | 1,500            |
| R&M-Sidewalks                         | _                | 75         | 2,000      | 3,000             | _              | 500            | 500             | 3,000            |
| R&M-Streetlights                      | _                | -          | 1,106      | 1,000             | _              | 250            | 250             | 1,000            |
| Total Road and Street Facilities      | -                | 75         | 3,106      | 7,000             | 3,595          | 1,250          | 4,845           | 7,000            |
| Parks and Recreation                  |                  |            |            |                   |                |                |                 |                  |
| Contracts-Mgmt Services               | 41,260           | 10,812     | 9,996      | 10,296            | 7,722          | 2,574          | 10,296          | 10,296           |
| Contract-Pools                        |                  | 12,750     | 8,851      | 9,540             | 7,155          | 2,385          | 9,540           | 9,540            |
| Contractual Maint. Services           | _                | 30,311     | 34,517     | 27,259            | 25,478         | 8,493          | 33,971          | 25,000           |
| Telephone/Fax/Internet Services       | 1,691            | 2,708      | 5,597      | 3,712             | 1,472          | 491            | 1,963           | 1,788            |
| R&M-Clubhouse                         | 3,049            | -          | -          | -                 | -,             | -              | -               | -,,,,,           |
| R&M-Facility                          | 164              | 4,079      | 15,274     | 3,500             | 15,579         | 500            | 16,079          | 7,500            |
| R&M-Pools                             | 12,980           | 10,998     | 6,404      | 400               | 1,059          | 353            | 1,412           | 400              |
| R&M Baskeball Courts                  | -                | -          | 736        | .00               | 5,339          | -              | 5,339           | -                |
| R&M-Playground                        | 520              | 1,200      | 525        | 1,000             | -              | _              | -               | 1,000            |
| Op Supplies - General                 | -                | 3,380      | 2,362      | 5,500             | 6,862          | _              | 6,862           | 5,500            |
| Total Parks and Recreation            | 59,664           | 76,238     | 84,262     | 61,207            | 70,666         | 14,795         | 85,461          | 61,024           |
| TOTAL EXPENDITURES                    | 382,581          | 631,101    | 713,880    | 464,176           | 542,323        | 212,248        | 754,571         | 465,860          |
| . C.AL EM ENDITORED                   | 30 <u>2,</u> 001 | 001,101    |            |                   | U-12,U2U       | ,              | 104,011         | -100,000         |
| Net change in fund balance            | 83,644           | (162,310)  | (244,664)  |                   | (41,493)       | (210,770)      | (252,263)       | 415              |
| FUND BALANCE, BEGINNING               | 656,256          | 739,900    | 577,590    | 332,926           | 332,926        | -              | 332,926         | 80,663           |
| FUND BALANCE, ENDING                  | \$ 739,900       | \$ 577,590 | \$ 332,926 | \$ 332,926        | \$ 291,433     | \$ (210,770)   | \$ 80,663       | \$ 81,078        |

#### **Budget Narrative**

Fiscal Year 2020

#### **REVENUES**

#### **Interest Income (Investements)**

The district earns interest on each of their operating and investment accounts.

#### Special Assessment - Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year.

#### **Special Assessment - Discounts**

Per Section 197.162, Florida Statutes, discounts are allowed for early payments. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

#### **Access Cards**

The district earns revenue from Access Card sales.

#### **EXPENDITURES**

Expenditures - Administrative

#### P/R-Board of Supervisors

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting in which they attend. The budgeted amount for the fiscal year is based on all supervisors attending all 12 meetings.

#### Professional Services - Arbitrage Rebate

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on the Series of Benefit Special Assessment Bonds. The budgeted amount is based on standard fees charged for this service.

#### **Professional Services - Dissemination Agent**

The District is required by the Securities and Exchange Commission to comply with rule 15c2-12(b)-(5), which relates to additional reporting requirements for unrelated bond issues. The budgeted amount is based on standard fees charged for this service.

#### **Professional Services-Engineering**

The District's engineer will be providing general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review invoices, etc. Fees are based on prior year activity.

#### **Professional Services-Legal Services**

The District's legal counsel will provide general legal services to the District, i.e. attendance and preparation for monthly meetings, review of operating and maintenance contracts, and other specifically requested assignments.

#### **Professional Services- Management Consulting Services**

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark Management Services, Inc. The budgeted amount for the fiscal year is based on the contracted fees outlined in its Exhibit "A".

#### **Professional Services-Property Appraiser**

The District contracts with the Pasco County Property Appraiser for the purpose of placing the District's non-ad valorem tax assessments on the Notice of Proposed Property Taxes, thereby allowing the Tax Collector to collect such assessments. The District will fund the general budget in the amount of \$150 for the annual inclusion of Notice of Proposed Property Taxes.

General Fund

#### **Budget Narrative**

Fiscal Year 2020

#### Expenditures - Administrative (continued)

#### **Professional Services-Trustee Fees**

The District issued Series 2015 Special Assessment Revenue Refunding Bonds that are deposited with a Trustee to handle all trustee matters. The annual trustee fee is based on standard fees charged plus any out of pockets expenses.

#### **Professional Service-Web Site Development**

The District incurs fees as they relate to the development and ongoing maintenance of its own website.

#### **Professional Service-Web Site Development**

The District incurs fees as they relate to the development and ongoing maintenance of its own website.

#### **Auditing Services**

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on the current engagement fee with the audit firm Grau & Associates.

#### Postage & Freight

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

#### **Rentals & Leases**

The District pays Country Walk CDD \$50 per month for use of their meeting hall for monthly board meetings.

#### **Public Officials Insurance**

The District's General Liability & Public Officials Liability Insurance policy is with Florida Municipal Insurance Agency which specializes in providing insurance coverage to governmental agencies. The budgeted amount for the fiscal year is based on prior year premiums plus any anticipated market adjustments.

#### **Printing & Binding**

Copies used in the preparation of agenda packages, required mailings, and other special projects.

#### **Legal Advertising**

The District advertises various notices for monthly board meetings and other public hearings in a newspaper of general circulation.

#### Misc – Assessment Collection Cost

The District reimburses the Pasco County Tax Collector for necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. This budget is based on 2% of the anticipated assessment collections.

#### Office Supplies

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

#### **Annual District Filing Fee**

The District is required to pay an annual fee of \$175 to the Department of Economic Opportunity Division of Community Development.

General Fund

#### **Budget Narrative**

Fiscal Year 2020

#### Expenditures – Public Safety

#### Contracts - Security Services

The District has contracted with Golden Eye Technology for gate security services.

#### Expenditures – Electric Utility Services

#### **Electricity - Streetlighting**

Services provided by Withlacoochee Electric for streetlighting.

#### **Utility Services**

Electric usage for District facilities and assets as calculated by Withlacoochee Electric.

#### Expenditures - Garbage/Solid Waste Services

#### Utility - Refuse Removal

Refuse removal for District facilities provided by Waste Connections of Florida.

#### **Solid Waste Disposal Assessments**

An annual assessment by the Board of County Commissioners as it relates to the District's waste disposal.

#### Expenditures - Water-Sewer Combined Services

#### **Utility Services**

Water irrigation usage for District facilities and assets as calculated by Pasco County Utilities.

#### Expenditures - Flood Control/Stormwater Mgmt

#### **Contracts-Aquatic Control**

The District has contracted with Aquatic Systems Inc for monthly lake and wetland services.

#### **Stormwater Assessment**

Pasco County Non-Ad Valorem Stormwater annual Assessment.

#### R&M-Storm Water-Pond

Includes expenses incurred for the maintenance of drainage ponds.

#### Expenditures - Other Physical Environment

#### Contracts-Landscape

The District has contracted with Landscape Maintenance Professionals to provide landscaping services for the District.

#### Liability/Property Insurance

Property & Liablity Insurance includes coverage of the cabana, pools, irrigation, and pool pumps.

#### **Budget Narrative**

Fiscal Year 2020

#### Expenditures – Other Physical Environment (continued)

#### **R&M-Entry Feature**

Includes expenses incurred for the maintenance of entry walls.

#### R&M-Irrigation

Includes the cost of irrigation repairs as needed throughout the District.

#### R&M-Mulch

The District has an agreement with LMP to the provide mulch for the District's common area.

#### **R&M-Plant & Tree Replacement**

The District has an agreement with LMP to the provide annuals and miscellaneous landscaping for the District's common area.

#### Expenditures – Capital Expenditures & Projects

#### Misc - Contingency

The District incurs expenses to operate and maintain Capital Assets which do not extend the life of the asset.

#### **Capital Outlay**

The District designates funds to improve and/or replace assets or to extend the useful life of assets. The cost per event exceeds \$5,000.

#### Expenditures – Roads & Street Facilities

#### **R&M-Parking Lots**

Includes expenses incurred for the maintenance of District parking lots.

#### R&M-Sidewalks

Includes expenses incurred for the maintenance of District sidewalks.

#### **R&M-Streetlights**

Includes expenses incurred for the maintenance of District streetlights.

#### Expenditures - Clubhouse, Parks & Recreation

#### **Contracts-Management Services**

The District has contracted with Inframark Management Services as the on-site management representative to manage day to day operations and oversight of any outside contractors. IMS is responsible for the general maintenance of the amenities (based on a seasonal schedule) as outlined in Exhibit A of the First Amendment to the Management Advisory Services Agreement dated March 28, 2016.

#### **Contractual Maint. Services**

Innovative provides the manpower needed to manage the day to day operations of the district's assets. The staff is under the management and direction of Inframark Management Services.

#### **Contract-Pools**

The District has contracted with Aqua Triangle 1 Corp to provide monthly pool services. These services include chemical balance, debris removal from surface and bottom of swimming pool, vacuuming, tile cleaning and skimming. Also included are operational checks of pumps, filter system, chemical feeders, flow meters and vacuum gauges. Chemicals included.

General Fund

#### **Budget Narrative**

Fiscal Year 2020

Expenditures - Clubhouse, Parks & Recreation (continued)

#### Telephone/Fax/Internet Services

Includes internet services incurred by the District from Bright House for the cameras in the pool facility area.

#### **R&M-Facility**

Includes expenses incurred for the maintenance of District's cabana and pool area.

#### R&M-Pool

Includes expenses incurred for the maintenance of District's pool which are not covered in the contracted amount.

#### **R&M-Playground**

Includes expenses incurred for the maintenance of District's playground and park area.

#### Op Supplies - General

Expenses related to the day to day operation of the facility, playground and parks.

#### **Budget Narrative**

Fiscal Year 2020

#### **REVENUES**

#### Special Assessment - Tax Collector

The District will levy a Non-Ad Valorem assessment on all sold and platted parcels within the District in order to pay for the debt service expenditures of the Series 2015 Special Assessments Revenue Refunding Bond during the Fiscal Year.

#### Special Assessment - Discounts

Per Section 197.3632 and Section 197.162 of the Florida Statutes, discounts are allowed for early payment of assessments collected by the Tax Collector and only when the Tax Collector is using the uniform methodology. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

#### **EXPENDITURES**

Expenditures - Administrative

#### Misc - Assessment Collection Cost

The District reimburses the Pasco County Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.

#### Expenditures – Debt Service

#### **Principal Debt Retirement**

The District pays regular principal payments annually in order to pay down/retire the debt of the Series 2015 Revenue Refunding Bonds.

#### **Interest Expense**

The District pays interest expense on the outstanding debt twice during the fiscal year.

#### Exhibit "A"

#### Allocation of Fund Balances

#### **AVAILABLE FUNDS**

|   | <u>A</u> | <u>mount</u> |
|---|----------|--------------|
| Beginning Fund Balance - Fiscal Year 2020     | \$       | 81,078       |
| Net Change in Fund Balance - Fiscal Year 2020 |          | 415          |
| Reserves - Fiscal Year 2020 Additions         |          | -            |
| Total Funds Available (Estimated) - 9/30/2019 |          | 81,493       |

#### **ALLOCATION OF AVAILABLE FUNDS**

#### Nonspendable Fund Balance

| Total Unassigned (undesignated) Cash                | \$       | 795    |
|---|----------|--------|
| Total Allocation of Available Funds                 |          | 80,698 |
|   | Subtotal | 77,643 |
| Operating Reserve - First Quarter Operating Capital |          | 77,643 |
| Assigned Fund Balance                               |          |        |
|   | Subtotal | 3,055  |
| Deposits  |          | 3,055  |
| •   |          |        |

#### **Notes**

 $\hbox{(1) Represents approximately 2 months of operating expenditures.} \\$ 

#### Oak Creek

Community Development District

#### **Debt Service Budget**

Fiscal Year 2020

**OAK CREEK** 

#### Summary of Revenues, Expenditures and Changes in Fund Balances

Fiscal Year 2020 Modified Tentative Budget

| ACCOUNT DESCRIPTION  | ACTUAL<br>FY 2016 | ACTUAL<br>FY 2017 | ACTUAL<br>FY 2018 | ADOPTED<br>BUDGET<br>FY 2019 | ACTUAL<br>THRU<br>JUN-2019 | PROJECTED<br>JUL-<br>SEPT-2019 | TOTAL<br>PROJECTED<br>FY 2019 | ANNUAL<br>BUDGET<br>FY 2020 |
|--|-------------------|-------------------|-------------------|------------------------------|----------------------------|--------------------------------|-------------------------------|-----------------------------|
| Interest - Investments                                       | \$ 257            | \$ 603            | \$ 787            | \$ -                         | \$ 784                     | \$ 261                         | \$ 1,045                      | \$ 500                      |
| Special Assmnts- Tax Collector                               | 437,163           | 437,163           | 437,163           | 437,163                      | 437,163                    | -                              | 437,163                       | 437,163                     |
| Special Assmnts- Discounts                                   | (14,752)          | (15,523)          | (16,718)          | (17,487)                     | (16,652)                   | -                              | (16,652)                      | (17,487)                    |
| TOTAL REVENUES   | 422,668           | 422,243           | 421,232           | 419,676                      | 421,295                    | 261                            | 421,556                       | 420,176                     |
| EXPENDITURES   |                   |                   |                   |                              |                            |                                |                               |                             |
| Administrative   |                   |                   |                   |                              |                            |                                |                               |                             |
| Misc-Assessmnt Collection Cost                               | 7,473             | 7,789             | 6,821             | 8,743                        | 8,487                      | -                              | 8,487                         | 8,743                       |
| Total Administrative   | 7,473             | 7,789             | 6,821             | 8,743                        | 8,487                      | -                              | 8,487                         | 8,743                       |
| Debt Service   |                   |                   |                   |                              |                            |                                |                               |                             |
| Principal Debt Retirement Series A-1                         | 150,000           | 150,000           | 155,000           | 160,000                      | 160,000                    | -                              | 160,000                       | 165,000                     |
| Principal Debt Retirement Series A-2                         | 35,000            | 40,000            | 40,000            | 45,000                       | 45,000                     | -                              | 45,000                        | 45,000                      |
| Principal Prepayment Series A-1                              | -                 | -                 | 10,000            | -                            | -                          | -                              | -                             | -                           |
| Principal Prepayment Series A-2                              | -                 | 5,000             | -                 | -                            | -                          | -                              | -                             | -                           |
| Interest Expense Series A-1                                  | 95,362            | 155,561           | 152,186           | 148,699                      | 148,699                    | -                              | 148,699                       | 145,019                     |
| Interest Expense Series A-2                                  | 39,690            | 64,313            | 61,950            | 59,325                       | 59,325                     |                                | 59,325                        | 56,963                      |
| Total Debt Service   | 320,052           | 414,874           | 419,136           | 413,024                      | 413,024                    |                                | 413,024                       | 411,981                     |
| TOTAL EXPENDITURES   | 327,525           | 422,663           | 425,957           | 421,767                      | 421,511                    | -                              | 421,511                       | 420,725                     |
| Excess (deficiency) of revenues<br>Over (under) expenditures | 95,143            | (420)             | (4,725)           | (2,091)                      | (216)                      | 261                            | 45                            | (548)                       |
| OTHER FINANCING SOURCES (USES)                               |                   |                   |                   |                              |                            |                                |                               |                             |
| Contribution to (Use of) Fund Balance                        | -                 | -                 | (4,725)           | (2,091)                      | -                          | -                              | -                             | (548)                       |
| TOTAL OTHER SOURCES (USES)                                   | -                 | -                 | (4,725)           | (2,091)                      |                            | -                              | -                             | (548)                       |
| Net change in fund balance                                   | 95,143            | (420)             | (4,725)           | (2,091)                      | (216)                      | 261                            | 45                            | (548)                       |
| FUND BALANCE, BEGINNING                                      | 236,259           | 331,403           | 330,981           | 326,256                      | 326,256                    | -                              | 330,981                       | 331,026                     |
| FUND BALANCE, ENDING   | \$ 331,402        | \$ 330,981        | \$ 326,256        | \$ 324,165                   | \$ 326,040                 | \$ 261                         | \$ 331,026                    | \$ 330,477                  |

#### **AMORTIZATION SCHEDULE**

#### SPECIAL ASSESSMENT REFUNDING BONDS

| Period<br>Ending | Total<br>Outstanding<br>Par Balance | Principal    | Extraordinary<br>Redemption | Coupon   | Interest     | Debt Service | Annual Debt<br>Service |
|------------------|-------------------------------------|--------------|-----------------------------|----------|--------------|--------------|------------------------|
| 11/1/2019        | 3,515,000                           |              |                             |          | 72,509.38    | 72,509.38    | 306,858.76             |
| 5/1/2020         | 3,515,000                           | 165,000.00   |                             | 2.625%   | 72,509.38    | 237,509.38   | 300,030.70             |
| 11/1/2020        | 3,350,000                           | 100,000.00   |                             | 2.02070  | 70,343,75    | 70.343.75    | 307,853.13             |
| 5/1/2021         | 3.350.000                           | 165,000.00   |                             | 3.000%   | 70.343.75    | 235.343.75   | 001,000.10             |
| 11/1/2021        | 3,185,000                           | ,            |                             |          | 67,868.75    | 67,868.75    | 303,212.50             |
| 5/1/2022         | 3,185,000                           | 170,000.00   |                             | 3.300%   | 67,868.75    | 237,868.75   |                        |
| 11/1/2022        | 3,015,000                           |              |                             |          | 65,063.75    | 65,063.75    | 302,932.50             |
| 5/1/2023         | 3,015,000                           | 180,000.00   |                             | 3.500%   | 65,063.75    | 245,063.75   |                        |
| 11/1/2023        | 2,835,000                           |              |                             |          | 61,913.75    | 61,913.75    | 306,977.50             |
| 5/1/2024         | 2,835,000                           | 185,000.00   |                             | 3.750%   | 61,913.75    | 246,913.75   |                        |
| 11/1/2024        | 2,650,000                           |              |                             |          | 58,445.00    | 58,445.00    | 305,358.75             |
| 5/1/2025         | 2,650,000                           | 190,000.00   |                             | 3.850%   | 58,445.00    | 248,445.00   |                        |
| 11/1/2025        | 2,460,000                           |              |                             | 4 00004  | 54,787.50    | 54,787.50    | 303,232.50             |
| 5/1/2026         | 2,460,000                           | 200,000.00   |                             | 4.000%   | 54,787.50    | 254,787.50   |                        |
| 11/1/2026        | 2,260,000                           |              |                             |          | 50,787.50    | 50,787.50    | 305,575.00             |
| 5/1/2027         | 2,260,000                           | 210,000.00   |                             | 4.450%   | 50,787.50    | 260,787.50   |                        |
| 11/1/2027        | 2,050,000                           |              |                             |          | 46,115.00    | 46,115.00    | 306,902.50             |
| 5/1/2028         | 2,050,000                           | 220,000.00   |                             | 4.450%   | 46,115.00    | 266,115.00   |                        |
| 11/1/2028        | 1,830,000                           |              |                             |          | 41,220.00    | 41,220.00    | 307,335.00             |
| 5/1/2029         | 1,830,000                           | 230,000.00   |                             | 4.450%   | 41,220.00    | 271,220.00   |                        |
| 11/1/2029        | 1,600,000                           |              |                             |          | 36,102.50    | 36,102.50    | 307,322.50             |
| 5/1/2030         | 1,600,000                           | 240,000.00   |                             | 4.450%   | 36,102.50    | 276,102.50   | ,                      |
| 11/1/2030        | 1,360,000                           | -,           |                             |          | 30,762.50    | 30,762.50    | 306,865.00             |
| 5/1/2031         | 1,360,000                           | 250,000.00   |                             | 4.450%   | 30,762.50    | 280,762.50   | 000,000.00             |
| 11/1/2031        | 1,110,000                           |              |                             |          | 25,200.00    | 25,200.00    | 305,962.50             |
| 5/1/2032         | 1,110,000                           | 260,000.00   |                             | 4.500%   | 25,200.00    | 285,200.00   | 000,002.00             |
| 11/1/2032        | 850,000                             |              |                             |          | 19,350.00    | 19,350.00    | 304,550.00             |
| 5/1/2033         | 850,000                             | 275,000.00   |                             | 4.500%   | 19,350.00    | 294,350.00   | 001,000.00             |
| 11/1/2033        | 575,000                             | 270,000.00   |                             | 1.00070  | 13,162.50    | 13,162.50    | 307,512.50             |
| 5/1/2034         | 575,000                             | 285,000.00   |                             | 4.500%   | 13,162.50    | 298,162.50   | 307,312.30             |
| 11/1/2034        | 290,000                             | 203,000.00   |                             | 4.500 /6 | 6,750.00     | 6,750.00     | 304,912.50             |
| 5/1/2035         | 290,000                             | 200 000 00   |                             | 4.5000/  | •            | •            | 304,912.50             |
|                  | 290,000                             | 300,000.00   |                             | 4.500%   | 6,750.00     | 306,750.00   | 200 750 22             |
| 11/1/2035        |                                     | 0.505.000.00 |                             |          | 4 440 700    |              | 306,750.00             |
|                  |                                     | 3,525,000.00 |                             |          | 1,440,763.76 | 4,965,763.76 | 5,200,113.14           |

#### **AMORTIZATION SCHEDULE**

#### SPECIAL ASSESSMENT REFUNDING BONDS

| Period<br>Ending | Total<br>Outstanding<br>Par Balance | Principal    | Extraordinary<br>Redemption | Coupon   | Interest   | Debt Service | Annual Debt<br>Service |
|------------------|-------------------------------------|--------------|-----------------------------|----------|------------|--------------|------------------------|
| 11/1/2019        | 1,085,000                           |              |                             |          | 28,481.25  | 28,481.25    |                        |
| 5/1/2020         | 1,085,000                           | 45,000.00    |                             | 5.250%   | 28,481.25  | 73,481.25    | 101,962.50             |
| 11/1/2020        | 1,040,000                           | 43,000.00    |                             | 3.230 /6 | 27,300.00  | 27,300.00    | 101,902.50             |
| 5/1/2021         | 1,040,000                           | 45,000.00    |                             | 5.250%   | 27,300.00  | 72,300.00    | 99,600.00              |
| 11/1/2021        | 995,000                             | 10,000.00    |                             | 0.20070  | 26,118.75  | 26,118.75    | 00,000.00              |
| 5/1/2022         | 995,000                             | 50,000.00    |                             | 5.250%   | 26,118.75  | 76,118.75    | 102,237.50             |
| 11/1/2022        | 945,000                             |              |                             |          | 24,806.25  | 24,806.25    |                        |
| 5/1/2023         | 945,000                             | 55,000.00    |                             | 5.250%   | 24,806.25  | 79,806.25    | 104,612.50             |
| 11/1/2023        | 890,000                             |              |                             |          | 23,362.50  | 23,362.50    |                        |
| 5/1/2024         | 890,000                             | 55,000.00    |                             | 5.250%   | 23,362.50  | 78,362.50    | 101,725.00             |
| 11/1/2024        | 835,000                             |              |                             |          | 21,918.75  | 21,918.75    |                        |
| 5/1/2025         | 835,000                             | 60,000.00    |                             | 5.250%   | 21,918.75  | 81,918.75    | 103,837.50             |
| 11/1/2025        | 775,000                             |              |                             |          | 20,343.75  | 20,343.75    |                        |
| 5/1/2026         | 775,000                             | 60,000.00    |                             | 5.250%   | 20,343.75  | 80,343.75    | 100,687.50             |
| 11/1/2026        | 715,000                             |              |                             |          | 18,768.75  | 18,768.75    |                        |
| 5/1/2027         | 715,000                             | 65,000.00    |                             | 5.250%   | 18,768.75  | 83,768.75    | 102,537.50             |
| 11/1/2027        | 650,000                             |              |                             |          | 17,062.50  | 17,062.50    |                        |
| 5/1/2028         | 650,000                             | 70,000.00    |                             | 5.250%   | 17,062.50  | 87,062.50    | 104,125.00             |
| 11/1/2028        | 580,000                             |              |                             |          | 15,225.00  | 15,225.00    |                        |
| 5/1/2029         | 580,000                             | 70,000.00    |                             | 5.250%   | 15,225.00  | 85,225.00    | 100,450.00             |
| 11/1/2029        | 510,000                             |              |                             |          | 13,387.50  | 13,387.50    |                        |
| 5/1/2030         | 510,000                             | 75,000.00    |                             | 5.250%   | 13,387.50  | 88,387.50    | 101,775.00             |
| 11/1/2030        | 435,000                             |              |                             |          | 11,418.75  | 11,418.75    |                        |
| 5/1/2031         | 435,000                             | 80,000.00    |                             | 5.250%   | 11,418.75  | 91,418.75    | 102,837.50             |
| 11/1/2031        | 355,000                             |              |                             |          | 9,318.75   | 9,318.75     |                        |
| 5/1/2032         | 355,000                             | 85,000.00    |                             | 5.250%   | 9,318.75   | 94,318.75    | 103,637.50             |
| 11/1/2032        | 270,000                             |              |                             |          | 7,087.50   | 7,087.50     |                        |
| 5/1/2033         | 270,000                             | 85,000.00    |                             | 5.250%   | 7,087.50   | 92,087.50    | 99,175.00              |
| 11/1/2033        | 185,000                             |              |                             |          | 4,856.25   | 4,856.25     |                        |
| 5/1/2034         | 185,000                             | 90,000.00    |                             | 5.250%   | 4,856.25   | 94,856.25    | 99,712.50              |
| 11/1/2034        | 95,000                              |              |                             |          | 2,493.75   | 2,493.75     |                        |
| 5/1/2035         | 95,000                              | 95,000.00    |                             | 5.250%   | 2,493.75   | 97,493.75    | 99,987.50              |
| 11/1/2035        | -                                   |              |                             |          | •          |              |                        |
|                  |                                     | 1,085,000.00 | -                           |          | 543,900.00 | 1,628,900.00 | 1,628,900.00           |

#### Oak Creek

Community Development District

## Supporting Budget Schedules Fiscal Year 2020

All Funds

#### Comparison of Non-Ad Valorem Assessment Rates Fiscal Year 2020 vs. Fiscal Year 2019

|         | Ger      | neral Fund 0 | 01                | 2015A DS Per Unit |          |                   | Total Assessments per Unit |            |                   | O&M   | Bond          | Prepaid |
|---------|----------|--------------|-------------------|-------------------|----------|-------------------|----------------------------|------------|-------------------|-------|---------------|---------|
| Product | FY 2020  | FY 2019      | Percent<br>Change | FY 2020           | FY 2019  | Percent<br>Change | FY 2020                    | FY 2019    | Percent<br>Change | Units | Units<br>2015 | Units   |
|         |          |              | · J               |                   |          | J                 |                            |            | - · · J ·         |       |               |         |
| 50' lot | \$793.25 | \$793.25     | 0%                | \$730.20          | \$730.20 | 0%                | \$1,523.45                 | \$1,523.45 | 0%                | 272   | 270           | 0       |
| 60' lot | \$951.90 | \$951.90     | 0%                | \$863.34          | \$863.34 | 0%                | \$1,815.24                 | \$1,815.24 | 0%                | 278   | 278           | 0       |
|         |          |              |                   |                   |          |                   |                            |            |                   | 550   | 548           | 0       |

### 4A.

#### **RESOLUTION 2019-04**

THE ANNUAL APPROPRIATION RESOLUTION OF THE OAK CREEK COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2019, submitted to the Board of Supervisors ("Board") of the Oak Creek Community Development District ("District") proposed budgets ("Proposed Budget") for the fiscal year beginning October 1, 2019 and ending September 30, 2020 ("Fiscal Year 2019/2020") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

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

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

**WHEREAS,** Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS,** the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

#### **SECTION 1. BUDGET**

a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget"**), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Oak Creek Community Development District for the Fiscal Year Ending September 30, 2020."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

#### SECTION 2. APPROPRIATIONS

| There is hereby appropriated out of the revenues of the District, for Fiscal Year             |
|---|
| 2019/2020, the sum of \$ to be raised by the levy of assessments and/or                       |
| otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the |
| District during said budget year, to be divided and appropriated in the following fashion:    |

| TOTAL GENERAL FUND   | \$ |
|----------------------|----|
| DEBT SERVICE FUND(S) | \$ |
| TOTAL ALL FUNDS      | \$ |

#### **SECTION 3.**

#### **BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2019/2020 or within 60 days following the end of the Fiscal Year 2019/2020 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 12th DAY OF AUGUST, 2019.

| ATTEST:                       | OAK CREEK COMMUNITY<br>DEVELOPMENT DISTRICT |
|-------------------------------|---|
|                               | By:   |
| Secretary/Assistant Secretary | Its:  |

### 4B.

#### **RESOLUTION 2019-05**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF OAK CREEK COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2019/2020; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR **AMENDMENTS ASSESSMENT** TO THE PROVIDING **SEVERABILITY** CLAUSE: AND Α PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District is in Pasco County, Florida ("County"); and

**WHEREAS,** the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("Board") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("Adopted Budget") for the fiscal year beginning October 1, 2019 and ending September 30, 2020 ("Fiscal Year 2019/2020"), attached hereto as Exhibit "A" and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS,** Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

**WHEREAS**, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2019/2020; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("Uniform Method"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the Oak Creek Community Development District ("Assessment Roll") attached to this Resolution as Exhibit "B" and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

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

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

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit** "A" confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits "A" and "B,"** is hereby found to be fair and reasonable.

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

**SECTION 3. COLLECTION.** The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits** "A" and "B." The decision to collect special assessments by any method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 4. ASSESSMENT ROLL.** The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep

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

**SECTION 6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 12th day of August 2019.

| ATTEST:                         | OAK CREEK COMMUNITY<br>DEVELOPMENT DISTRICT |
|---------------------------------|---|
| Secretary / Assistant Secretary | By:   |
|                                 | Its:  |
|                                 |   |

Exhibit A: Budget

Exhibit B: Assessment Roll

### **Fifth Order of Business**

## 5A

# 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, July 8, 2019 at 6:01 p.m. at the Country Walk Clubhouse, 30400 Country Point Boulevard, Wesley Chapel, Florida, 33543.

Present and constituting a quorum were:

David Gerald Chairman
Sam Watson Vice Chairman
Ryan Gilbertsen Assistant Secretary
Adam Silva (via telephone) Assistant Secretary

Also present:

Mark Vega District Manager

Katy Buchanan District Counsel (via telephone)

Residents

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

#### FIRST ORDER OF BUSINESS

Call to Order / Roll Call

o Mr. Vega called the meeting to order and called the roll.

On MOTION by Mr. Gerald seconded by Mr. Gilbertsen with all in favor allowing Mr. Silva to participate by telephone, was approved.

#### SECOND ORDER OF BUSINESS

Pledge of Allegiance

o The Pledge of Allegiance was recited.

#### THIRD ORDER OF BUSINESS

**Public Comments on Agenda Items** 

o None.

#### FOURTH ORDER OF BUSINESS

**Consent Agenda** 

A. Minutes of June 10, 2019 Meeting

**B.** Acceptance 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

- Ms. Katy Buchanan introduced herself noting Mr. Waters could not attend this meeting.
   She will relay to Mr. Waters any messages the Board may have.
- Mr. Vega asked whether there is a final document available with the new changes to Chapter 119 related to the tax roll.
- o Ms. Buchanan noted her office is working on putting out a memo regarding this issue.
- Mr. Vega noted the Legislature made a change to Chapter 119, which is related to public records request, involving the tax roll. In the past, people could ask for the tax roll, however, since there are so many exemptions on the tax roll, the Tax Collectors is now asking us to sign non-disclosure agreements so that we are not releasing them. We have to redo some resolutions because normally our budget resolution has a copy of the tax rolls.
- Mr. Vega noted we are working with Hopping, Green & Sams and several other attorneys on this issue.

#### **B.** District Engineer

- o Mr. Vega noted an item we have below is Pond 21 Outfall Structure Proposal.
- Mr. Vega noted the District Engineer is not present today, due to cutting back on cost to the District.
- o They were unable to obtain more quotes. We are in rainy season so it can hold off for now.

#### C. District Manager

#### i. Pond 21 Outfall Structure Proposal

Discussed above.

#### ii. Clubhouse Pedestrian Bridge

- Mr. Vega discussed the Clubhouse pedestrian bridge, noting the slopes, in order to be ADA compliant, are required to have continuous guardrails, making the price higher.
- Mr. Vega noted we will hold off on the Pond 21 Outfall Structure proposals until October by which time in September, we will have received other quotes.
- The same with the Clubhouse Pedestrian Bridge, we will hold off on this until October, by which time we will have received other quotes by September.

#### iii. Follow Up

- Mr. Vega described the *No Solicitors* signs. They are white reflective with red letters and it will have a red band, making them look very official. There are two signs. They cost \$100 total. They are 2' by 1'.
- o Mr. Watson felt information about the *No Solicitors* signs should be posted on the website.
- Mr. Vega noted at the October meeting, the Board will discuss Capital Projects for next year.
- Currently, Inframark is handling the District website and it is not an ADA compliant website. We are getting quotes to make it ADA compliant.

#### iv. Workshop Agenda

o Mr. Vega noted the follow up list was reviewed at the workshop.

#### SIXTH ORDER OF BUSINESS

**Supervisor Requests and Comments** 

o None.

#### SEVENTH ORDER OF BUSINESS

**Audience Comments on Other Items** 

o An HOA Board member will work on a community welcome/information letter.

#### EIGHTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Gerald seconded by Mr. Silva with all in favor, the meeting was adjourned at 6:35 p.m.

| David Gerald |  |
|--------------|--|
| Chairperson  |  |

### 5B.

### Oak Creek Community Development District

Financial Report
June 30, 2019

**Prepared by:** 



Page 9 - 10

Check Register

#### **Table of Contents**

| FINANC       | CIAL STATEMENTS                                |                     |            |
|--------------|--|---------------------|------------|
|              | Balance Sheet - All Funds                      |                     | Page 1     |
|              | Statement of Revenues, Expenditures and Change | es in Fund Balances |            |
|              | General Fund                                   |                     | Page 2 - 4 |
|              | Debt Service Fund                              |                     | Page 5     |
|              |  |                     |            |
| <u>SUPPO</u> | RTING SCHEDULES                                |                     |            |
|              | Non-Ad Valorem Special Assessments             |                     | Page 6     |
|              | Cash and Investment Report                     |                     | Page 7     |
|              | Bank Reconciliation                            |                     | Page 8     |
|              |  |                     |            |

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# Oak Creek Community Development District

**Financial Statements** 

(Unaudited)

June 30, 2019

#### **Balance Sheet** June 30, 2019

| ACCOUNT DESCRIPTION   | G  | ENERAL<br>FUND          | RIES 2015<br>DEBT<br>ERVICE<br>FUND | TOTAL                         |
|---|----|-------------------------|-------------------------------------|-------------------------------|
|   |    |                         |                                     |                               |
| <u>ASSETS</u>   |    |                         |                                     |                               |
| Cash - Checking Account   | \$ | 122,640                 | \$<br>-                             | \$<br>122,640                 |
| Due From Other Funds  |    | -                       | 5,613                               | 5,613                         |
| Investments:  |    |                         |                                     |                               |
| Money Market Account  |    | 175,463                 | -                                   | 175,463                       |
| Acquisition Fund  |    | -                       | 7,899                               | 7,899                         |
| Prepayment Fund (A-2)   |    | -                       | 1,958                               | 1,958                         |
| Reserve Fund (A-1)  |    | -                       | 153,927                             | 153,927                       |
| Reserve Fund (A-2)  |    | -                       | 51,978                              | 51,978                        |
| Revenue Fund A  |    | -                       | 104,665                             | 104,665                       |
| Prepaid Items   |    | 6,880                   | -                                   | 6,880                         |
| Deposits  |    | 3,055                   | -                                   | 3,055                         |
| TOTAL ASSETS  | \$ | 308,038                 | \$<br>326,040                       | \$<br>634,078                 |
| LIABILITIES  Accounts Payable  Accrued Expenses  Due To Other Funds | \$ | 4,333<br>6,659<br>5,613 | \$<br>-                             | \$<br>4,333<br>6,659<br>5,613 |
| TOTAL LIABILITIES   |    | 16,605                  | _                                   | 16,605                        |
| FUND BALANCES  Nonspendable:  |    | ,                       |                                     | ,                             |
| Prepaid Items   |    | 6,880                   | -                                   | 6,880                         |
| Deposits  |    | 3,055                   | -                                   | 3,055                         |
| Restricted for:   |    |                         |                                     |                               |
| Debt Service  |    | -                       | 326,040                             | 326,040                       |
| Assigned to:  |    |                         |                                     |                               |
| Operating Reserves  |    | 116,045                 | -                                   | 116,045                       |
| Unassigned:   |    | 165,453                 |                                     | 165,453                       |
| TOTAL FUND BALANCES   | \$ | 291,433                 | \$<br>326,040                       | \$<br>617,473                 |
| TOTAL LIABILITIES & FUND BALANCES                                   | \$ | 308,038                 | \$<br>326,040                       | \$<br>634,078                 |

#### Statement of Revenues, Expenditures and Changes in Fund Balances

| ACCOUNT DESCRIPTION            | ANNUAL<br>ADOPTED<br>BUDGET |    | AR TO DATE | YTD ACTUAL<br>AS A % OF<br>ADOPTED BUD |    | JUN-19<br>ACTUAL |
|--------------------------------|-----------------------------|----|------------|--|----|------------------|
| <u>REVENUES</u>                |                             |    |            |  |    |                  |
| Interest - Investments         | \$ 3,000                    | \$ | 4,435      | 147.83%                                | \$ | 305              |
| Interest - Tax Collector       | -                           |    | 98         | 0.00%                                  |    | =                |
| Special Assmnts- Tax Collector | 480,391                     |    | 480,392    | 100.00%                                |    | 6,194            |
| Special Assmnts- Discounts     | (19,215)                    | )  | (18,299)   | 95.23%                                 |    | 186              |
| Other Miscellaneous Revenues   | -                           |    | 33,994     | 0.00%                                  |    | 2,875            |
| Access Cards                   | -                           |    | 210        | 0.00%                                  |    | 60               |
| TOTAL REVENUES                 | 464,176                     |    | 500,830    | 107.90%                                |    | 9,620            |
| <u>EXPENDITURES</u>            |                             |    |            |  |    |                  |
| Administration                 |                             |    |            |  |    |                  |
| P/R-Board of Supervisors       | 12,000                      |    | 15,800     | 131.67%                                |    | 1,600            |
| FICA Taxes                     | -                           |    | 367        | 0.00%                                  |    | 122              |
| ProfServ-Arbitrage Rebate      | 1,200                       |    | 600        | 50.00%                                 |    | _                |
| ProfServ-Dissemination Agent   | 5,000                       |    | -          | 0.00%                                  |    | -                |
| ProfServ-Engineering           | 15,000                      |    | 52,089     | 347.26%                                |    | 3,235            |
| ProfServ-Legal Services        | 24,000                      |    | 10,927     | 45.53%                                 |    | 348              |
| ProfServ-Mgmt Consulting Serv  | 44,805                      |    | 33,604     | 75.00%                                 |    | 3,734            |
| ProfServ-Property Appraiser    | 150                         |    | 150        | 100.00%                                |    | -                |
| ProfServ-Trustee Fees          | 3,233                       |    | 3,433      | 106.19%                                |    | -                |
| ProfServ-Web Site Maintenance  | 1,200                       |    | 2,378      | 198.17%                                |    | 201              |
| Auditing Services              | 3,523                       |    | 3,500      | 99.35%                                 |    | -                |
| Postage and Freight            | 1,500                       |    | 651        | 43.40%                                 |    | 10               |
| Rentals & Leases               | 600                         |    | 450        | 75.00%                                 |    | 50               |
| Public Officials Insurance     | 2,255                       |    | 2,255      | 100.00%                                |    | -                |
| Printing and Binding           | 1,500                       |    | 559        | 37.27%                                 |    | 69               |
| Legal Advertising              | 1,000                       |    | 209        | 20.90%                                 |    | -                |
| Misc-Assessmnt Collection Cost | 9,608                       |    | 9,326      | 97.06%                                 |    | 212              |
| Misc-Contingency               | 25                          |    | 51         | 204.00%                                |    | -                |
| Office Supplies                | 412                         |    | 2,433      | 590.53%                                |    | -                |
| Annual District Filing Fee     | 175                         |    | 175        | 100.00%                                |    | -                |
| Total Administration           | 127,186                     |    | 138,957    | 109.25%                                | _  | 9,581            |
| Public Safety                  |                             |    |            |  |    |                  |
| Contracts-Security Services    | 3,360                       |    | 2,520      | 75.00%                                 |    | 280              |
| Total Public Safety            | 3,360                       |    | 2,520      | 75.00%                                 |    | 280              |

**OAK CREEK** 

#### Statement of Revenues, Expenditures and Changes in Fund Balances

| ACCOUNT DESCRIPTION                   | ANNUAL<br>ADOPTED<br>BUDGET | YEAR TO DATE<br>ACTUAL | YTD ACTUAL<br>AS A % OF<br>ADOPTED BUD | JUN-19<br>ACTUAL |
|---------------------------------------|-----------------------------|------------------------|--|------------------|
|                                       |                             |                        |  |                  |
| Electric Utility Services             |                             |                        |  |                  |
| Electricity - Streetlighting          | 23,000                      | 16,655                 | 72.41%                                 | 1,853            |
| Utility Services                      | 15,460                      | 10,899                 | 70.50%                                 | 958              |
| Total Electric Utility Services       | 38,460                      | 27,554                 | 71.64%                                 | 2,811            |
| Garbage/Solid Waste Services          |                             |                        |  |                  |
| Utility - Refuse Removal              | 698                         | 524                    | 75.07%                                 | 58               |
| Solid Waste Disposal Assessm.         | 611                         | 623                    | 101.96%                                | -                |
| Total Garbage/Solid Waste Services    | 1,309                       | 1,147                  | 87.62%                                 | 58               |
| Water-Sewer Comb Services             |                             |                        |  |                  |
| Utility Services                      | 18,000                      | 7,132                  | 39.62%                                 | 509              |
| Total Water-Sewer Comb Services       | 18,000                      | 7,132                  | 39.62%                                 | 509              |
| Flood Control/Stormwater Mgmt         |                             |                        |  |                  |
| Contracts-Aquatic Control             | 19,680                      | 16,902                 | 85.88%                                 | 1,997            |
| Stormwater Assessment                 | 894                         | 885                    | 98.99%                                 | ,<br>-           |
| R&M-Storm Water - Pond                | 26,100                      | 714                    | 2.74%                                  | =                |
| Total Flood Control/Stormwater Mgmt   | 46,674                      | 18,501                 | 39.64%                                 | 1,997            |
| Other Physical Environment            |                             |                        |  |                  |
| Contracts-Landscape                   | 84,000                      | 63,000                 | 75.00%                                 | 7,000            |
| Liability/Property Insurance          | 8,580                       | 6,986                  | 81.42%                                 | -                |
| R&M-Entry Feature                     | 1,500                       | -                      | 0.00%                                  | -                |
| R&M-Irrigation                        | 5,000                       | 3,804                  | 76.08%                                 | 2,290            |
| R&M-Mulch                             | 15,000                      | -                      | 0.00%                                  | -                |
| R&M-Plant&Tree Replacement            | 10,000                      | 49,995                 | 499.95%                                | -                |
| Total Other Physical Environment      | 124,080                     | 123,785                | 99.76%                                 | 9,290            |
| Capital Expenditures & Projects       |                             |                        |  |                  |
| Misc-Contingency                      | 1,900                       | 750                    | 39.47%                                 | -                |
| Capital Improvements                  | 35,000                      | 147,716                | 422.05%                                | 15,450           |
| Total Capital Expenditures & Projects | 36,900                      | 148,466                | 402.35%                                | 15,450           |
| Road and Street Facilities            |                             |                        |  |                  |
| R&M-Bike Paths & Asphalt              | 1,500                       | -                      | 0.00%                                  | -                |
| R&M-Parking Lots                      | 1,500                       | 3,595                  | 239.67%                                | -                |
| R&M-Sidewalks                         | 3,000                       | , -                    | 0.00%                                  | -                |
| R&M-Streetlights                      | 1,000                       | -                      | 0.00%                                  | -                |
| Total Road and Street Facilities      | 7,000                       | 3,595                  | 51.36%                                 |                  |

**OAK CREEK** 

#### Statement of Revenues, Expenditures and Changes in Fund Balances

| ACCOUNT DESCRIPTION                   | Α  | ANNUAL<br>DOPTED<br>BUDGET | R TO DATE<br>CTUAL | YTD ACTUAL<br>AS A % OF<br>ADOPTED BUD | <br>JUN-19<br>ACTUAL |
|---------------------------------------|----|----------------------------|--------------------|--|----------------------|
| Clubhouse, Parks and Recreation       |    |                            |                    |  |                      |
| Contracts-Mgmt Services               |    | 10,296                     | 7,722              | 75.00%                                 | 858                  |
| Contracts-Pools                       |    | 9,540                      | 7,155              | 75.00%                                 | 795                  |
| Contractual Maint. Services           |    | 27,259                     | 25,478             | 93.47%                                 | 2,263                |
| Telephone/Fax/Internet Services       |    | 3,712                      | 1,472              | 39.66%                                 | 276                  |
| R&M-Facility                          |    | 3,500                      | 15,579             | 445.11%                                | 814                  |
| R&M-Pools                             |    | 400                        | 1,059              | 264.75%                                | =                    |
| R&M Basketball Courts                 |    | =                          | 5,339              | 0.00%                                  | 733                  |
| R&M-Playground                        |    | 1,000                      | -                  | 0.00%                                  | -                    |
| Op Supplies - General                 |    | 5,500                      | 6,862              | 124.76%                                | 1,476                |
| Total Clubhouse, Parks and Recreation |    | 61,207                     | 70,666             | 115.45%                                | <br>7,215            |
| TOTAL EXPENDITURES                    |    | 464,176                    | 542,323            | 116.84%                                | 47,191               |
| Excess (deficiency) of revenues       |    |                            |                    |  |                      |
| Over (under) expenditures             |    |                            | <br>(41,493)       | 0.00%                                  | <br>(37,571)         |
| Net change in fund balance            | \$ | <u></u>                    | \$<br>(41,493)     | 0.00%                                  | \$<br>(37,571)       |
| FUND BALANCE, BEGINNING (OCT 1, 2018) |    | 332,926                    | 332,926            |  |                      |
| FUND BALANCE, ENDING                  | \$ | 332,926                    | \$<br>291,433      |  |                      |

#### Statement of Revenues, Expenditures and Changes in Fund Balances

| ACCOUNT DESCRIPTION                   | A  | ANNUAL<br>ADOPTED<br>BUDGET | AR TO DATE<br>ACTUAL | YTD ACTUAL<br>AS A % OF<br>ADOPTED BUD | JUN-19<br>ACTUAL |
|---------------------------------------|----|-----------------------------|----------------------|--|------------------|
| REVENUES                              |    |                             |                      |  |                  |
| Interest - Investments                | \$ | -                           | \$<br>784            | 0.00%                                  | \$<br>80         |
| Special Assmnts- Tax Collector        |    | 437,163                     | 437,163              | 100.00%                                | 5,637            |
| Special Assmnts- Discounts            |    | (17,487)                    | (16,652)             | 95.23%                                 | 169              |
| TOTAL REVENUES                        |    | 419,676                     | 421,295              | 100.39%                                | 5,886            |
| <u>EXPENDITURES</u>                   |    |                             |                      |  |                  |
| Administration                        |    |                             |                      |  |                  |
| Misc-Assessmnt Collection Cost        |    | 8,743                       | 8,487                | 97.07%                                 | 193              |
| Total Administration                  |    | 8,743                       | <br>8,487            | 97.07%                                 | 193              |
| <u>Debt Service</u>                   |    |                             |                      |  |                  |
| Principal Debt Retirement A-1         |    | 160,000                     | 160,000              | 100.00%                                | -                |
| Principal Debt Retirement A-2         |    | 45,000                      | 45,000               | 100.00%                                | -                |
| Interest Expense Series A-1           |    | 148,699                     | 148,699              | 100.00%                                | -                |
| Interest Expense Series A-2           |    | 59,325                      | <br>59,325           | 100.00%                                | -                |
| Total Debt Service                    |    | 413,024                     | <br>413,024          | 100.00%                                | <br>             |
| TOTAL EXPENDITURES                    |    | 421,767                     | 421,511              | 99.94%                                 | 193              |
| Excess (deficiency) of revenues       |    |                             |                      |  |                  |
| Over (under) expenditures             |    | (2,091)                     | <br>(216)            | 10.33%                                 | <br>5,693        |
| 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)                     | \$<br>(216)          | 10.33%                                 | \$<br>5,693      |
| FUND BALANCE, BEGINNING (OCT 1, 2018) |    | 326,256                     | 326,256              |  |                  |
| FUND BALANCE, ENDING                  | \$ | 324,165                     | \$<br>326,040        |  |                  |

# Oak Creek Community Development District

**Supporting Schedules** 

June 30, 2019

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

|              | ALLO                     |           |     |    |            | LLOCATIO | )N E       | Y FUND |          |    |         |          |            |
|--------------|--------------------------|-----------|-----|----|------------|----------|------------|--------|----------|----|---------|----------|------------|
|              |                          |           |     |    | Discount / |          |            |        | Gross    |    |         |          |            |
| Date         | Ne                       | t Amount  |     | (  | Penalties) |          | Collection |        | Amount   | (  | General | De       | bt Service |
| Received     | R                        | Received  |     |    | Amount     |          | Costs      |        | Received |    | Fund    |          | Fund       |
| A            | امدا                     | -4 EV 140 |     |    |            |          |            | Φ      | 047.555  | φ. | 400 202 | <u>۴</u> | 407.400    |
| Assessments  | Levi                     | ed 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      |
| 02/11/19     |                          | 5,365     |     |    | 135        |          | 109        |        | 5,609    |    | 2,937   |          | 2,672      |
| 03/11/19     |                          | 6,478     |     |    | 67         |          | 132        |        | 6,677    |    | 3,496   |          | 3,181      |
| 04/10/19     |                          | 11,525    |     |    | -          |          | 235        |        | 11,761   |    | 6,157   |          | 5,603      |
| 05/08/19     |                          | 1,538     |     |    | (46)       |          | 31         |        | 1,523    |    | 798     |          | 726        |
| 06/11/19     |                          | 4,908     |     |    | (146)      |          | 100        |        | 4,862    |    | 2,546   |          | 2,317      |
| 06/13/19     |                          | 6,874     | (1) |    | (209)      |          | 305        |        | 6,969    |    | 3,649   |          | 3,320      |
| TOTAL        | \$                       | 864,790   |     | \$ | 34,952     | \$       | 17,813     | \$     | 917,555  | \$ | 480,392 | \$       | 437,163    |
| % COLLECTE   | % COLLECTED 100% 100% 10 |           |     |    |            |          | 100%       |        |          |    |         |          |            |
| TOTAL O/S    |                          |           |     |    |            |          |            | \$     | (0)      | \$ | (0)     | \$       | (0)        |

<sup>(1)</sup> Tax Certificate Sale.

#### Cash and Investment Report June 30, 2019

| Account Name                 | Bank Name  | Investment Type        | <u>Maturity</u> | Yield        | <u>Balance</u> |
|------------------------------|------------|------------------------|-----------------|--------------|----------------|
| GENERAL FUND                 |            |                        |                 |              |                |
| Checking Account - Operating | Synovus    | Public Funds Checking  | n/a             | 0.00%        | \$78,618       |
| Checking Account - Operating | BB&T       | Checking               | n/a             | 0.00%        | 44,023         |
|                              |            |                        | Subtotal -      | Operating _  | 122,640        |
| Public Funds Money Market    | BankUnited | Money Market #0623     | n/a             | 1.00%        | 175,463        |
|                              |            |                        | Subtotal-Ge     | neral Fund   | \$298,103      |
|                              |            |                        |                 |              |                |
| DEBT SERVICE FUND            |            |                        |                 |              |                |
| Series 2015 Acquisition Fund | US Bank    | Open Ended Comm. Paper | n/a             | 0.30%        | \$7,899        |
| Series 2015 Prepayment A-2   | US Bank    | Open Ended Comm. Paper | n/a             | 0.30%        | 1,958          |
| Series 2015 Reserve Fund A-1 | US Bank    | Open Ended Comm. Paper | n/a             | 0.30%        | 153,927        |
| Series 2015 Reserve Fund A-2 | US Bank    | Open Ended Comm. Paper | n/a             | 0.30%        | 51,978         |
| Series 2015 Revenue Account  | US Bank    | Open Ended Comm. Paper | n/a             | 0.30%        | 104,665        |
|                              |            | Sub                    | total-Debt Se   | rvice Fund _ | \$320,427      |
|                              |            |                        | Total -         | All Funds =  | \$618,530      |

#### Oak Creek CDD

Bank Reconciliation

Bank Account No. 4502 SYNOVUS- GF Checking

 Statement No.
 06-19

 Statement Date
 6/30/2019

| G/L Balance (LCY)    | 78,617.82 | Statement Balance    | 91,402.42 |
|----------------------|-----------|----------------------|-----------|
| G/L Balance          | 78,617.82 | Outstanding Deposits | 0.00      |
| Positive Adjustments | 0.00      | _                    |           |
| -                    |           | Subtotal             | 91,402.42 |
| Subtotal             | 78,617.82 | Outstanding Checks   | 12,784.60 |
| Negative Adjustments | 0.00      | Differences          | 0.00      |
| -                    |           | _                    |           |
| Ending G/L Balance   | 78,617.82 | Ending Balance       | 78,617.82 |

Difference 0.00

| Posting<br>Date | Document<br>Type | Document<br>No. | Description                       | Amount    | Cleared<br>Amount | Difference |
|-----------------|------------------|-----------------|-----------------------------------|-----------|-------------------|------------|
| Outstandir      | ng Checks        |                 |                                   |           |                   |            |
| 6/12/2019       | Payment          | 2029            | PASCO COUNTY B.O.C.C              | 732.50    | 0.00              | 732.50     |
| 6/18/2019       | Payment          | 2030            | SAMUEL E. WATSON, JR              | 348.57    | 0.00              | 348.57     |
| 6/18/2019       | Payment          | 2032            | DAVID J. GERALD                   | 348.57    | 0.00              | 348.57     |
| 6/24/2019       | Payment          | 2038            | INFRAMARK, LLC                    | 4,774.58  | 0.00              | 4,774.58   |
| 6/24/2019       | Payment          | 2039            | COMPLETE I.T. SERVICE & SOLUTIONS | 125.00    | 0.00              | 125.00     |
| 6/28/2019       | Payment          | 2040            | LANDSCAPE MAINTENANCE             | 95.38     | 0.00              | 95.38      |
| 6/28/2019       | Payment          | 2041            | JMT                               | 3,235.00  | 0.00              | 3,235.00   |
| 6/28/2019       | Payment          | 2042            | PRECISION POWER SYSTEMS INC       | 3,125.00  | 0.00              | 3,125.00   |
| Total           | Outstanding      | Checks          |                                   | 12,784.60 |                   | 12,784.60  |

## OAK CREEK Community Development District

#### Payment Register by Fund For the Period from 6/1/2019 to 6/30/2019 (Sorted by Payee)

| Fund<br>No. | Check /<br>ACH No. | Date     | Payee  | Invoice No. | Payment Description               | Invoice / GL Description        | G/L Account # | Amount<br>Paid |
|-------------|--------------------|----------|--|-------------|-----------------------------------|---------------------------------|---------------|----------------|
| GENE        | ERAL FUI           | ND - 001 |  |             |                                   |                                 |               |                |
|             |                    |          | <del>-</del>                                 |             |                                   |                                 |               |                |
| 001         | 2025               | 06/06/19 | AQUA TRIANGLE 1 CORP                         | 78235       | POOL CLEANING SERVICE             | R&M-Pools                       | 546074-57231  | \$106.85       |
| 001         | 2025               | 06/06/19 | AQUA TRIANGLE 1 CORP                         | 9890        | MONTHLY POOL SERVICE              | Contracts-Pools                 | 534078-57231  | \$795.00       |
| 001         | 2020               | 06/06/19 | AQUATIC SYSTEMS, INC                         | 0000446809  | JUNE AQUATIC MAINTENANCE          | Contracts-Aquatic Control       | 534067-53801  | \$1,997.00     |
| 001         | 2024               | 06/06/19 | BB&T   | 052419-6264 | GAS & 10 PC. FILE SET             | Op Supplies - General           | 552001-57231  | \$38.55        |
| 001         | 2035               | 06/19/19 | COMPLETE I.T. SERVICE & SOLUTIONS            | 3917        | GOOGLE FOR BUSINESS EMAIL         | ProfServ-Web Site Maintenance   | 531094-51301  | \$97.65        |
| 001         | 2039               | 06/24/19 | COMPLETE I.T. SERVICE & SOLUTIONS            | 3931        | TECH LABOR USB PORT ISSUE         | Telephone/Fax/Internet Services | 541009-57231  | \$125.00       |
| 001         | 2027               | 06/12/19 | FOURQUREAN WELL DRILLING                     | 7890        | NEW 5HP CONTROL BOX/VALVE         | R&M-Irrigation                  | 546041-53908  | \$1,447.00     |
| 001         | 2028               | 06/12/19 | FRONTIER FLORIDA LLC                         | 060119-3175 | MAY INTERNET 813-779-0368         | Telephone/Fax/Internet Services | 541009-57231  | \$150.98       |
| 001         | 2022               | 06/06/19 | GOLDEN EYE TECHNOLOGY, LLC                   | 192JN19     | JUNE MONITORING                   | Contracts-Security Services     | 534037-52001  | \$280.00       |
| 001         | 2036               | 06/19/19 | GOLF COAST CONSTRUCTION LLC                  | 213         | CORRECTED ASPHALT/CLEANED SODDING | Capital Improvements            | 563001-53918  | \$12,700.00    |
| 001         | 2018               | 06/06/19 | HOPPING GREEN & SAMS                         | 107735      | APRIL GENERAL COUNSEL             | ProfServ-Legal Services         | 531023-51401  | \$1,621.50     |
| 001         | 2019               | 06/06/19 | INFRAMARK, LLC                               | 41068       | MAY 2019 MGMNT SRVS               | GO DADDY WEBSITE SERVICE        | 531094-51301  | \$100.00       |
| 001         | 2019               | 06/06/19 | INFRAMARK, LLC                               | 41068       | MAY 2019 MGMNT SRVS               | ProfServ-Mgmt Consulting Serv   | 531027-51201  | \$3,733.75     |
| 001         | 2019               | 06/06/19 | INFRAMARK, LLC                               | 41068       | MAY 2019 MGMNT SRVS               | Postage and Freight             | 541006-51301  | \$10.50        |
| 001         | 2019               | 06/06/19 | INFRAMARK, LLC                               | 41068       | MAY 2019 MGMNT SRVS               | Printing and Binding            | 547001-51301  | \$25.00        |
| 001         | 2019               | 06/06/19 | INFRAMARK, LLC                               | 41068       | MAY 2019 MGMNT SRVS               | Contracts-Mgmt Services         | 534001-57231  | \$858.00       |
| 001         | 2038               | 06/24/19 | INFRAMARK, LLC                               | 41927       | JUN 2019 MGMNT SRVS               | GO DADDY WEBSITE SERVICE        | 531094-51301  | \$100.00       |
| 001         | 2038               | 06/24/19 | INFRAMARK, LLC                               | 41927       | JUN 2019 MGMNT SRVS               | ProfServ-Mgmt Consulting Serv   | 531027-51201  | \$3,733.75     |
| 001         | 2038               | 06/24/19 | INFRAMARK, LLC                               | 41927       | JUN 2019 MGMNT SRVS               | Postage and Freight             | 541006-51301  | \$10.00        |
| 001         | 2038               | 06/24/19 | INFRAMARK, LLC                               | 41927       | JUN 2019 MGMNT SRVS               | Printing and Binding            | 547001-51301  | \$69.30        |
| 001         | 2038               | 06/24/19 | INFRAMARK, LLC                               | 41927       | JUN 2019 MGMNT SRVS               | Contracts-Mgmt Services         | 534001-57231  | \$858.00       |
| 001         | 2038               | 06/24/19 | INFRAMARK, LLC                               | 41927       | JUN 2019 MGMNT SRVS               | ProfServ-Web Site Maintenance   | 531094-51301  | \$3.53         |
| 001         | 2026               | 06/06/19 | JMT  | 10-137507   | GEN ENGINEERING THRU 4/27/19      | ProfServ-Engineering            | 531013-51501  | \$7,050.00     |
| 001         | 2041               | 06/28/19 | JMT  | 11-139294   | GEN ENGINERING THRU 5/25/2019     | ProfServ-Engineering            | 531013-51501  | \$3,235.00     |
| 001         | 2021               | 06/06/19 | LANDSCAPE MAINTENANCE PROFESSIONALS          | 143844      | JUNE LANDSCAPE MAINT              | Contracts-Landscape             | 534050-53908  | \$7,000.00     |
| 001         | 2034               | 06/19/19 | LANDSCAPE MAINTENANCE PROFESSIONALS          | 144173      | MAIN LINE LEAK REPR               | R&M-Irrigation                  | 546041-53908  | \$277.01       |
| 001         | 2034               | 06/19/19 | LANDSCAPE MAINTENANCE PROFESSIONALS          | 144249      | REPL 2 VALVE BOXES                | R&M-Irrigation                  | 546041-53908  | \$95.38        |
| 001         | 2040               | 06/28/19 | LANDSCAPE MAINTENANCE PROFESSIONALS          | 144268      | REPLACED 2 VALVE BOXES            | R&M-Irrigation                  | 546041-53908  | \$95.38        |
| 001         | 1273               |          | OAK CREEK CDD                                | 061419      | XFER FUNDS TO CHECKING ACCT       | Cash with Fiscal Agent          | 103000        | \$50,000.00    |
| 001         | 2029               | 06/12/19 | PASCO COUNTY B.O.C.C                         | 061119      | PERMIT FEE                        | R&M Basketball Courts           | 546161-57231  | \$732.50       |
| 001         | DD201              |          | PASCO COUNTY UTILITIES SERVICES BRANCH - ACH | 052219 ACH  | 4/8-5/8/19 WATER ACH              | Utility Services                | 543063-53601  | \$508.72       |
| 001         | DD204              | 06/14/19 | WASTE CONNECTIONS OF FLORIDA - ACH           | 616068      | JUNE WASTE SRV ACH                | Utility - Refuse Removal        | 543020-53401  | \$58.20        |
| 001         | DD205              |          | INNOVATIVE EMPLYER SOLUTIONS-ACH             | 067705      | P/E 6/8/19 #415-201910 ACH        | 415-20195                       | 534378-57231  | \$1,209.74     |
| 001         | DD206              |          | WITHLACOOCHEE RIVER ELECTRIC - ACH           | 061319 ACH  | 5/9-6/10/19 ELEC ACH              | Utility Services                | 543063-53100  | \$1,103.43     |
| 001         | DD206              |          | WITHLACOOCHEE RIVER ELECTRIC - ACH           | 061319 ACH  | 5/9-6/10/19 ELEC ACH              | Electricity - Streetlighting    | 543013-53100  | \$1,853.09     |
| 001         | DD207              |          | INNOVATIVE EMPLYER SOLUTIONS-ACH             | 067985      | P/E 6/28/19 #415-201913 ACH       | 415-20195                       | 534378-57231  | \$2,263.24     |
| 001         | 2042               |          | PRECISION POWER SYSTEMS INC                  | 05172720    | REPAIR PANEL ON FOUNTAIN          | Capital Improvements            | 563001-53918  | \$2,750.00     |
| 001         | 2042               |          | PRECISION POWER SYSTEMS INC                  | 05172720    | TROUBLESHOOT WELL PUMP            | R&M-Irrigation                  | 546041-53908  | \$375.00       |
| 001         | 2042               | 00/20/19 | T ILLOIDION TOWER OF OFFICE INC              | 00112122    | TROOBLEGITOOT WELL FOWI           | raw-iiigatioii                  | 07004 I-00000 | ψ313.00        |

## OAK CREEK Community Development District

#### Payment Register by Fund For the Period from 6/1/2019 to 6/30/2019 (Sorted by Payee)

| Fund<br>No. | Check /<br>ACH No. | Date     | Payee                 | Invoice No.   | Payment Description           | Invoice / GL Description | G/L Account #     | Amount<br>Paid |
|-------------|--------------------|----------|-----------------------|---------------|-------------------------------|--------------------------|-------------------|----------------|
| 001         | 2023               | 06/06/19 | REP SERVICES, INC     | 16158.09.01   | BENCHES/COVERS/RECEPTACLES    | Capital Improvements     | 563001-53918      | \$8,390.10     |
| 001         | 2031               | 06/18/19 | ADAM T. SILVA         | PAYROLL       | June 18, 2019 Payroll Posting |                          |                   | \$369.40       |
| 001         | 2032               | 06/18/19 | DAVID J. GERALD       | PAYROLL       | June 18, 2019 Payroll Posting |                          |                   | \$348.57       |
| 001         | 2033               | 06/18/19 | RYAN M. GILBERTSEN    | PAYROLL       | June 18, 2019 Payroll Posting |                          |                   | \$348.57       |
| 001         | 2030               | 06/18/19 | SAMUEL E. WATSON, JR  | PAYROLL       | June 18, 2019 Payroll Posting |                          |                   | \$348.57       |
|             |                    |          |                       |               |                               |                          | Fund Total        | \$117,273.26   |
| SERIE       | S 2015             | DEBT S   | ERVICE FUND - 202     |               |                               |                          |                   |                |
| 202         | 2037               | 06/19/19 | OAK CREEK C/O US BANK | 06072019-4502 | TRFR FY 19 ASSESSMENTS        | Due from other funds     | 131000            | \$6,223.88     |
|             |                    |          |                       |               |                               |                          | Fund Total        | \$6,223.88     |
|             |                    |          |                       |               |                               |                          |                   |                |
|             |                    |          |                       |               |                               |                          | Total Checks Paid | \$123,497.14   |

## **Sixth Order of Business**

# 6Ci.

#### Apples to Apples Comparison of Vendors

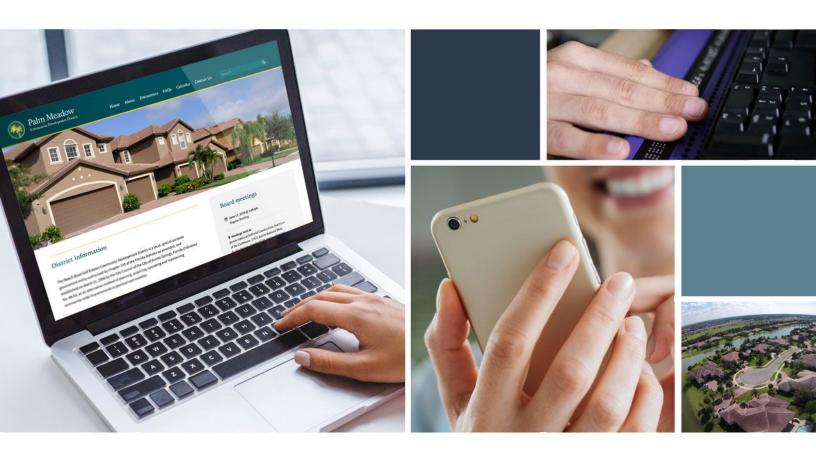
|                            | diation of all existeing<br>uments up to 1500<br>pages | Ken | mediation<br>er page | Document<br>Posting | (  | Ongoing PDF<br>Compliance<br>ax 750 pages<br>in a year | nitial Website<br>aintenance Fee | Ύ  | ear 1 Total<br>Fee | Y  | ear 2 and<br>beyond |
|----------------------------|--|-----|----------------------|---------------------|----|--|----------------------------------|----|--------------------|----|---------------------|
| Campus Suites              | \$<br>1,512.30   | \$  | 1.05                 | Dashboard           | \$ | 937.50   | \$<br>615.00                     | \$ | 3,064.80           | \$ | 1,552.50            |
| Complete IT                | \$<br>4,500.00   | \$  | 3.00                 | Dashboard           | \$ | 2,250.00   | \$<br>450.00                     | \$ | 7,200.00           | \$ | 4,518.00            |
| <b>ADA Site Compliance</b> | \$<br>5,925.00   | \$  | 3.95                 | Dashboard           | \$ | 2,962.50   | \$<br>2,700.00                   | \$ | 11,587.50          | \$ | 4,162.50            |
| Granicus                   | ???  |     | ???                  | Dashboard           |    | ???  | \$<br>7,800.00                   | \$ | 7,800.00           | \$ | 4,800.00            |
| V Global Tech              | \$<br>4,750.00   |     |                      | Dashboard           | \$ | 1,600.00   | \$<br>1,440.00                   | \$ | 7,790.00           | \$ | 3,040.00            |

V Gobal Tech\*\*\*

unlimited\*\*\*

unlimited\*\*\*

# 6Cii.



# Keeping your community informed. And you compliant.

Inframark Client Community Development District

Proposal date: 2019-06-10

Proposal ID: 2Q6FF-NKJED-JOHVG-KKGQF

| Pricing              | 2    |
|----------------------|------|
| Services             | 3-5  |
| FAQs                 | 6    |
| Statement of work    | 7-8  |
| Terms and conditions | 9-12 |



Ted Saul

Director - Digital Communication

Certified Specialist



## **Pricing**

Effective date: 2019-07-01

| Implementation   | Quantity | Subtotal   |
|--|----------|------------|
| On-boarding of ADA Compliant Website and Remediation of Historical Documents   | 1        | \$2,325.00 |
| <ul> <li>Migration website pages and present on a staged website for approval</li> <li>Initial PDF Accessibility Compliance Service for 1500 pages of remediation</li> </ul> |          |            |

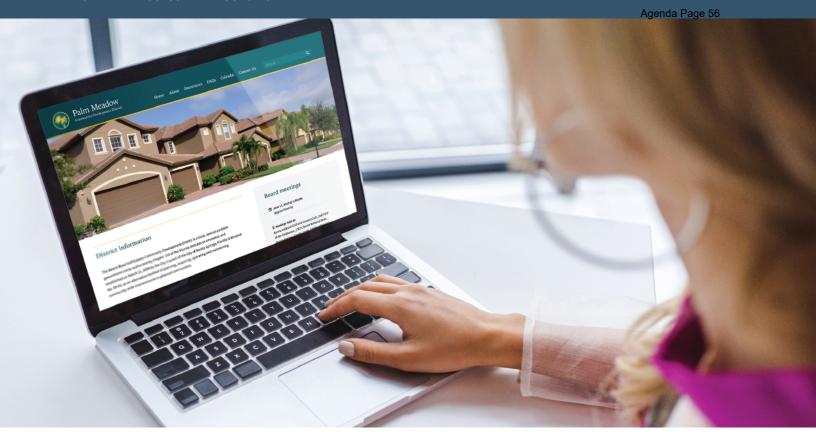
| Annual ongoing services  | Quantity | Subtota  |
|--|----------|----------|
| Website services   | 1        | \$615.00 |
| <ul> <li>Hosting, support and training for users</li> <li>Website management tools to make updates</li> <li>Secure certification (https)</li> <li>Monthly accessibility site reporting, monitoring and error corrections</li> </ul>                          |          |          |
| Ongoing PDF Accessibility Compliance Service   | 750*     | \$937.50 |
| <ul> <li>Remediation of all PDFs stored on your website</li> <li>Remediation of up to 750 PDF pages</li> <li>Dashboard for reporting and managing all PDFs</li> <li>48-hour turnaround for fixes for board agendas</li> <li>PDF manager dashboard</li> </ul> |          |          |
| Social Media Manager   |          | Included |

<sup>\*</sup>Maximum PDF pages per 12 month period



\$3,877.50

**Total:** 



# Accountable, compliant communications

Keeping your residents and property owners informed is a big responsibility – one that requires constant diligence. Staying current with the laws that apply to public access to district records, reports and other legal requirements presents a big challenge for many CDD communities.

When it comes to your website and all the web-based documents you are required to publish, they all need to be fully accessible. Florida statutes and federal laws require you and every special district be compliant with ADA (Americans with Disabilities Act) and accessibility regulations.

#### Keeping it all accessible - and legal

Campus Suite provides the total accessibility solution to keep all your web communications and web documents on the right side of these laws – specifically chapters 189 and 282 of the Florida Statutes.

#### **Designed for districts**



Easy-to-update website, hosting and support



Worry-free ADA-compliance, auditing and full reporting

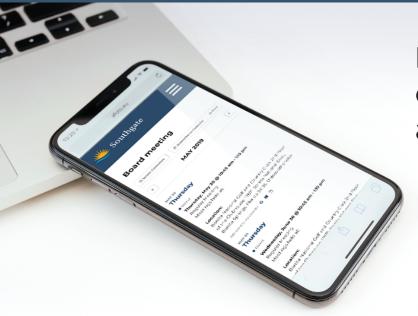


Meets Florida statutes and federal laws



Save CDD board time and money





# Keeping your community informed and compliant.



# We'll handle all your website and document accessibility.

We take on the responsibility of making and keeping your website fully accessible to people with disabilities. We know what's at stake if your website is not ADA-compliant, so we handle it all – monitoring, reporting, and remediation.

#### We stand behind our seal of approval.

Each page of your website will have our official certification of a website that meets the required accessibility standards.

# A website with all the features your district needs.

Communication is key to success in any organization, and your community development district is no exception. At Campus Suite, we understand the unique communication needs of CDDs and create a comprehensive website that serves as your communication hub.

Your property owners and residents will come to depend on the wealth of information at their fingertips. And your board members, management team and staff will come to rely on the role your website serves in streamlining the critical communications functions you're required by law to provide.

#### Maintain ADA compliance:

- ✓ Website and documents meet WCAG 2.1 requirements
- ✓ Monthly accessibility scanning audits and reporting
- ✓ In-house team that fixes all of the accessibility errors
- ✓ On-demand PDF remediation (48-hour turnaround)

#### Your district website features:

- ✓ Professional website design
- ✓ Easy-to-use tools to make updates
- √ Total document management
- ✓ Support and training for users
- ✓ Calendar of events
- ✓ Clubhouse and rental scheduling
- ✓ Meeting notices and minutes





## A trusted name for compliance.

For over 15 years, Campus Suite has built a reputation helping public schools across the country eliminate communication barriers and improve school community engagement. We do it by creating easy-to-use, affordably priced websites featuring professional design, unmatched customer service, and paving a leadership role in website accessibility.

We've helped districts build web accessibility policies and websites, and even created contingency plans for responding to web issues and complaints from the OCR (U.S. Office for Civil Rights). These include detailed resolution plans when clients need to respond to avoid fines and the negative publicity that sometimes surrounds non-compliance.

Campus Suite has also pioneered educating public institutions about website accessibility by establishing the Website Accessibility Education Center, a valuable resource for website administrators..









## Frequently asked questions

#### For PDF service, what is the price per page?

Pricing can range based on the volume of PDFs you have on your website and if it is part of the initial remediation or the on-demand service. The price range is between \$1.05 per page to \$1.75 per page.

#### What does the PDF scan and remediation process look like?

You'll upload your documents to the dashboard. We are notified and begin setting up the scan. After the fixes are made, we put the documents back onto the dashboard and you are notified. You then put them back to the appropriate location on your website.

#### What does the ADA managed service process for our website look like?

Our team performs monthly scans of your site utilizing software. Our team then goes through the results and fixes the content-related errors by hand. A report is produced for your records and uploaded to your ADA dashboard. Any outlying issues we may encounter, you will be notified until the issue is resolved.

#### How long does it take?

For non-urgent doc remediation, we can scan and fix up to 2000 pages per week. We also have urgent services available for an additional fee with a turnaround time of 48 hours.

#### What standards do you follow for ADA?

We follow WCAG AA 2.1 guidelines

#### Are there any hidden fees?

No.

#### How long does it take to build the website?

It depends upon your responsiveness, but generally only a couple of weeks.

#### Can we change the design of our website?

Our themes are customizable to address your preferences. There are some guardrails in place to help ensure ADA compliance to a degree, but you can select colors, images, etc...

#### Do your sites offer a calendar?

Yes. This site can be utilized in many different ways. One of which is a calendar to help with your clubhouse availability/rental schedule.

#### Statement of work

- 1. On-boarding of ADA Compliant Website and Remediation of Historical Documents. Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
  - 1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time ("WCAG");
  - 2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
  - 3. Display an ADA compliance shield, seal, or certification;
  - 4. Provide options to create a CDD-branded design (colors, logo, etc...)
  - 5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be "mobile friendly" and offer a "mobile version" of the sites content for access from tablets or smart phones.
  - 6. Be free of any commercial advertising;
  - 7. Be free of any known spyware, virus, or malware;
  - 8. Secure certification (https)
  - 9. Secure cloud hosting with fail-overs
  - 10. Allow for data backups, and record retention as required by law;
  - 11. Allow for the display a calendar, reservation request form, and newsletter;
  - 12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
  - 13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.\*
- 2. **Domain Fee.** The Contractor shall pay the annual fee for the domain name of the District's website.
- 3. Maintenance and Management of the Website.
  - 1. Contractor will manage and maintain the website;
  - 2. Remediate new documents (a not to exceed 750 pages per year) provided by the District Manager in an ADA compliant format;\*
    - 1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
  - 3. District shall be responsible for uploading the ADA compliant documents onto the website. Contractor shall ensure that the District only has the ability to upload or remove documents on the website and cannot alter any other aspect of the website;
  - 4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and
  - 5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will

Agenda Page 61

provide the District with reasonable advance notice in writing.

#### 4. Monthly Auditing and Remediation Services.

- 1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
- 2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
- 3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.

#### 5. Support Services.

Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

\*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

## **Website Creation and Management Agreement**

This Website Creation and Management Agreement (this "Agreement") is entered into as of 2019-07-01, between the Inframark Client Community Development District, whose mailing address is TBD, TBD (the "District") and Innersync Studio, LLC., an Ohio limited liability company (d/b/a Campus Suite), whose mailing address is 752 Dunwoodie Dr., Cincinnati, Ohio 45230 (the "Contractor").

#### **Background Information:**

The District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes. The District is required to have a website and desires to have a website created, regularly updated, managed, inspected, and remediated to ensure compliance with the Americans with Disabilities Act (the "ADA"). The Contractor has the technical expertise to provide the above-mentioned services. The District desires to retain the Contractor to provide services as described in this Agreement.

#### **Operative Provisions:**

- **1. Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.
- **2. Scope of Services.** The Contractor will perform all work, including all labor, equipment, and supervision necessary to perform the services described in the "Statement of Work" attached hereto as Exhibit A.
- **3. Term and Renewal.** The initial term of this Agreement will be for one year from the date of this Agreement. At the end of the initial term, this Agreement will automatically renew for subsequent one-year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provisions below.

#### 4. Termination.

- a. Either party may terminate this Agreement without cause, with an effective termination date of the next scheduled renewal date, by providing at least thirty (30) days written (letter, facsimile, email) notice to the other party prior to the next renewal date.
- b. Either party may terminate this Agreement with cause for material breach provided, however, that the terminating party has given the other party at least thirty (30) days written (letter, facsimile, email) of, and the opportunity to cure the breach.

#### c. Upon termination of this Agreement:

- i. The Contractor will be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. If any deposit or advanced payments exceeds these costs, Contractor will refund the appropriate amount to the District.
- ii. The Contractor will provide the District or its designee with all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the server, at a cost not to exceed \$50 to the District.
- iii. The Contractor will be permitted to remove its name and ADA compliance shield, seal, or certificate from the website on the effective date of the termination.
- iv. If the Contractor was using certain software (including content management software) that is proprietary and was licensed to the District during the term of the Agreement, then the Contractor shall coordinate with the District as to the end of the license or simply create a simple splash page of the District with information on the transition to a new website.

#### 5. Compensation and Prompt Payment.

- a. Upon execution of this Agreement, the District agrees to pay Contractor for a one-time payment of DOWNPAYMENT for the Creation of Website described in the Statement of Work and the Domain Fee through October 1, 2020.
- b. Starting on October 1, 2019 the District agrees to compensate the Contractor \$225.00 every three months for Maintenance and Management of the Website, Monthly Auditing and Remediation Services, and Support Services as described in the Statement of Work. The District shall make such payments in advance of the services to be provided. Contractor will provide the District with an invoice on a quarterly basis for work to be performed. The District will pay Contractor within 15 days of receipt of the invoice.
- c. Starting on EFFECTIVE DATE+12M and thereafter until this Agreement is terminated, the District agrees to compensate the Contractor \$378.75 every three months for the Domain Fee, Maintenance and Management of the Website, Monthly Auditing and Remediation Services, and Support Services as described in the Statement of Work. The District shall make such payments in advance of the services to be provided. Contractor will provide the District with an invoice on a quarterly basis for work to be performed. The District will pay Contractor within 15 days of receipt of the invoice.
- **6.** Additional Work. If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the

parties will agree in writing to an addendum (for changes to the regular services) or work authorization order (for all other services). The Contractor will be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

- **7. Ownership of Website, Domain Name, and Content.** The District will be the owner of the website, domain name, and all content (including remediated content provided by the Contractor) on the website.
- **8.** No Infringement of Intellectual Property. Contractor warrants and represents that neither the Statement of Work nor any product or services provided by Contractor will infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. Contractor shall take all steps to ensure that the District has no access to confidential software or data that is proprietary (whether it's the Contractor's or another provider's through a license agreement).
- **9. Promotion.** The District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).
- **10. Warranty.** The Contractor warrants that the work: (a) will conform to the requirements of the Statement of Work, (b) will be performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and WCAG regulations, and (c) will be performed without defects in workmanship or in code. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.
- 11. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and will perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement will be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor will not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.
- 12. Compliance with Governmental Regulations. The Contractor will comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and will hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder. Contractor is solely responsible for complying with all applicable laws pertaining to website accessibility, including but not limited to the ADA and those certain WCAG standards, and other web accessibility guidelines as amended from time to time.

- **13. Insurance**. Contractor will, at its own expense, maintain commercial general liability insurance coverage of no less than \$1,000,000 for the duration of the term of this Agreement and for any renewals of the term, as mutually agreed upon by the parties, which names the District, its officers, agents, staff, and employees as an additional insured. The Contractor will deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement. Such insurance policy may not be canceled without a thirty-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.
- **14. Limitation of Liability.** Either party's total liability under this Agreement, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by the District to the Contractor during the twelvementh period immediately preceding the occurrence or act or omission giving rise to any claim. Contractor shall not be liable for ADA compliance of any content posted by the District without first being remediated by the Contractor.
- **15. Indemnification.** Contractor agrees to, subject to the limitation of liability described above, indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries or damage of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein will constitute or be construed as a waiver of the Districts limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing. Obligations under this section will include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- 16. Conditions Precedent Prior to Any Litigation. In the event that either party is dissatisfied with the other party and as a condition precedent prior to commencing any litigation, such party shall communicate in writing to the other party with their specific concerns. The parties shall make a good faith effort toward the resolution of any such issues. If the parties are not able to reach a mutually acceptable solution, then either party may request arbitration at their own expense. If such arbitration is requested, it shall be held within sixty (60) days of such request.
- 17. Remedies in the Event of Default. Subject to the limitation of liability described above, a default by either party under this Agreement will entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. Nothing

contained in this Agreement will limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

- **18.** Controlling Law. This Agreement is governed under the laws of the State of Florida with venue in the county the District is located in.
- **19. Enforcement of Agreement.** Only after satisfying the conditions precedent prior to any litigation above, in the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party will be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party, with a not to exceed limit of the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim.
- 20. Public Records. Contractor acknowledges the District is a special purpose unit of local government in the State of Florida, and that all documents of any kind provided to or in possession of Contractor in connection with this Agreement are subject to Florida's public records laws, pursuant to Chapter 119, Florida Statutes. As required under Section 119.0701, Florida Statutes, Contractor will (a) keep and maintain public records that would ordinarily and necessarily be required by the District in order to perform the Service Provided, b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost of reproduction permitted by law, (c) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Contractor upon termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District. Upon receipt by Contractor of any request for copies of public records, Contractor will immediately notify the District of such request. Failure of Contractor to comply with public records laws to the extent required by statute may result in immediate termination of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [TBD], OR BY EMAIL AT [TBD], OR BY REGULAR MAIL AT [TBD].

**21. Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor will

immediately notify the District whereupon this Agreement may be terminated by the District.

- **22. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.
- **23. Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.
- **24. Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
- **25. Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- **26.** Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be an original; however, all such counterparts together will constitute, but one and the same instrument.
- **27. Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement supersedes and subsumes any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement controls over provisions in any exhibit.

| Innersync Studio, LLC.         | Inframark Client |
|--------------------------------|------------------|
|                                |                  |
|                                |                  |
|                                |                  |
| Steve Williams VP of Marketing | Print name       |
| vi oi marcuig                  |                  |

# 6Ciii.



# Website & Email Compliance

#### PREPARED FOR:

Inframark

#### PREPARED BY:

Thomas Giella for Complete I.T. 25344 Wesley Chapel Blvd | Suite 116 & 117 Lutz, FL. 33559

Phone: (813) 444-4355 E-Mail: sales@completeit.io



#### FROM THOMAS GIELLA

### **MY AGREEMENT**



#### Dear Mark,

It is our goal to build and manage a website that maintains strict standards toward ADA Compliance. Toward that goal, we can also provide email that complies with Florida State records recording statue.

Complete I.T. offers a host of technology solutions including but not limited to networks, computers, camera systems, internet, access control systems, audio & video solutions, and VoIP phones.

Sincerely,



Thomas Diella

## WHY COMPLETE I.T.?

#### **OUR HISTORY & BACKGROUND**

Complete I.T. began as a marketing firm out of Dade City, FL in 2014 designing, building, and maintaining websites. However, with the leadership of Thomas Giella, the company was able to grow into a full-service technology solutions provider by 2016.

Complete I.T. has worked with small, one-employee businesses all the way up to Fortune 500 companies. No job is too big or too small.



#### **Networks Infrastructure (Wi-Fi)**

Security. Access. Backbone. Up-time.

Complete I.T. designs, installs, and manages efficient network backbones. Whether you are a one-man show, or an fortune 500 company, your employees and clients deserve easy accessibility and a impeccable up-time.



#### **Camera Systems (CCTV)**

Up To 4K Resolution. Night Vision. Digital. PTZ.

Our digital solutions will capture video at your office, allowing you to review footage from any computer or mobile device with an internet connection. Crisp clear video, with audio capture being optional. Large assortment of cameras for any project. Local and cloud recording available.



### **Access Control Systems (ACS)**

Cloud Based. Secure. Affordable. Easy To Use.

Have you pondered what would happen if the computer or server running your access control system crashed? By going with our Cloud solution, you won't have too. No large up-front software licensing fees.



## **OUR APPROACH**



#### WHAT WE DO DIFFERENTLY

Complete I.T. uses high quality products for one reason—quality makes a happy customer. We understand how inferior products, that may cost less in the beginning, can cost you much more in the end. Products chosen by Complete I.T. are often of superior craftsmanship and practical pricing than competitors.

All products sold by Complete I.T. hold a minimum 1-year manufacturer warranty. You as the client never have to worry about the warranties. If a product fails within a specified warranty period, Complete I.T. can take care of the exchange or replacement. By allowing Complete I.T. to take care of your technology solutions, you can tend to what you do best, your company.

# **White Glove Managed Website Hosting**

## What is included?

#### What makes the difference?

It's 2019, which means companies are now required to purchase managed hosting services whereas the older websites were considered static set it and forget it websites. In the next 1-2 years, the percentage of clients using the internet to initiate being a prospect will double if not triple. This means your website needs to be safe, fast, and reliable. With over 11-years of experience you feel relieved when leaving the daunting challenge of maintaining, updating, and securing your website to Complete I.T.

#### ADA website compliance (Key Attributes):

- 1. Keyboard Navigation
  - Visual keyboard focus highlighting in navigation menus and for form fields, submit buttons and text links. All controls and links must be reachable using the keyboard.
- 2. Proper Headings
  - Reasonable HTML heading structure
- 3. Distinguishable Links
  - Links within content must be underlined. When links appear within a larger body of block-level content, they must be
    clearly distinguishable from surrounding content. Links in navigation-like contexts (e.g. menus, lists of upcoming posts in
    widgets, grouped post meta data) do not need to be specifically distinguished from surrounding content.
- 4. Proper Contrast Colors
  - Ensure that all background/foreground color contrasts for plain content text are within the level AA contrast ratio (4.5:1) specified in the Web Content Accessibility Guidelines (WCAG) 2.0 for color luminosity.
- 5. Images & Video
  - CSS image markup

#### What is required by law?

*Title II* of the ADA prohibits disability discrimination in services, programs, and activities provided by State and local government entities. These entities include to publicly-funded universities, community colleges, and vocational schools.



*Title III* of the ADA prohibits disability discrimination in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of any place of public accommodation. This includes private universities and vocational schools.

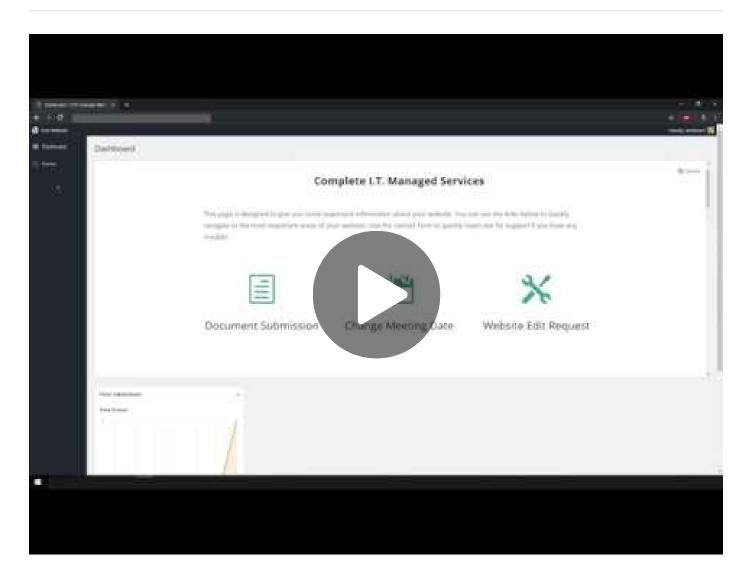
By Title II and III, institutions of higher education in the U.S. must make online lectures, courses, materials, websites, LMS, MOOCs, and any other technology accessible to students with disabilities as well as the public if made freely available.

In 2017, section 508 of the Rehabilitation Act was <u>updated</u> to mandate websites complying with <u>WCAG 2.0 criteria guidelines</u>. It is Complete I.T. goal to work toward ADA compliance as the WCAG 2.0 guidelines are updated to the new <u>WCAG 2.2 guidelines</u>.

#### What's included in White Glove Managed Website Hosting?

- Weekly WordPress Software Core Updates
- Weekly Plugin Updates
- Weekly Website Backups
- Firewall by Sucuri. If the website becomes hacked, the website will be cleaned or restore as part of our commitment to the community
- WP Forms Premium Plugin
- Up-time Monitoring
- White glove treatment. Communities will submit there documents and edits to us securely in there very own website dashboard.
   Once submitted, we will make the requested changes within two business days. Each board member will have there own username/email that they can log in with
- Free basic logo similar to the demo website for the community
- No need to pay for a quarterly or yearly ADA audits. Since the website will be managed by Complete I.T, we will be sure the website is in compliance to be best of our abilities
- Website SSL Certificate
- Up to 1-hour of content and image edits per month for website





Dashboard Demo: <a href="https://youtu.be/jM6UzPX4zil">https://youtu.be/jM6UzPX4zil</a>
Website Demo: <a href="http://109.199.102.62/~adacdd/">http://109.199.102.62/~adacdd/</a>

## **Email Powered by Google**

## What is included?

#### What makes the difference?

Google Vault lets you retain, hold, search, and export data to support your organization's archiving and eDiscovery needs. Google Vault supports:

#### Archiving:

Set retention rules to control how long data is retained; days or indefinitely. However, unlike other archiving/backup process, you will never have to restore a archive file in order to retrieve the data. All data searches are performed in a data base. Searches take as little as 3-5 minutes with a specific keyword from start to finish.

#### Legal holds:

Place holds on users to preserve their data indefinitely in order to meet legal or other retention obligations.

#### Search:

Search your email account data by user account, organizational unit, date, or keyword. Vault supports Boolean and wildcard operator searches. Search all email accounts at once, or specific individual accounts.

#### **Audit reports:**

Use Vault audit reports to learn about actions users have taken during a specified period of time.

#### **Email Storage:**

30GB of cloud-based file storage per user.



#### **Differences Between Email Systems**

|  | Microsoft Exchange | Barracuda | Google Gmail |
|--|--------------------|-----------|--------------|
| Word Processing Software (Word or Sheets)    |                    |           | 1            |
| Access Email Online and on Computer          | 1                  |           | ✓            |
| Includes cloud storage for files and folders |                    |           | ✓            |
| Search: Restore Individual Backup File       |                    | 1         |              |
| Search: Simple Email/Data                    |                    |           | 1            |

Microsoft Exchange Online Plan 1 & Microsoft Exchange Online Plan 2 does not come with Microsoft Office Suite. Clients don't have access to Excel, Word, and PowerPoint unless they pay extra for Office 365 Business Premium. Google with Vault COMES WITH Google Apps.

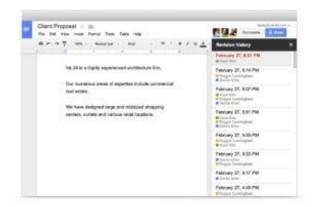




Share documents with one another with ease. Multiple people can work at the same time, and every change is saved automatically.

## Unlimited revision history

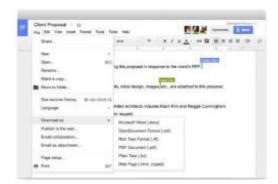
Track changes made to your documents and undo anything you choose. Previous versions are kept indefinitely and they don't count toward your storage.





# Commenting, chat and real-time editing

Work in a single document with teammates or people outside your company. See edits as others type, communicate through built-in chat and ask questions through including comments.





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#### **OUR CLIENTS**

## **GOOGLE REVIEWS**

66 ★ ★ ★ ★ ★ Just needed a key replaced on my older computer. They had it done quickly & the pricing was good. If I have any other computer needs, I am read more

Complete I.T. was a huge help with our Wordpress website!
We started to create our site and got stuck when it came to creating a membership area and read more

These guys took my computer in at 9:30 am and had it fixed by 3 pm the same day. Granted my problem wasn't major, but to have it done so quickly is a <u>read more</u>

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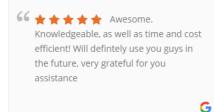






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66 ★ ★ ★ ★ ★ Complete I.T. did a great job with our conference room project. They were friendly, knowledgeable and very thorough. I am very happy with the work read more

★★★★★ Tom completed the work to fix my laptop in one week. The hinge broke and caused a number of other problems, as a result. I was pleased with the <u>read more</u>



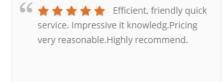




66 ★★★★ Excellent service from the initial introduction, to
completed work!!! Brought in two
laptops that had problematic hard
drives - one having a <u>read more</u>

66 ★★★★ Great experience from the initial phone call to the install.

Thomas and Charlie did a great job setting up three wall mounted TVs for me. We had read more









# **Pricing Breakdown**

# **Complete I.T. Solution**

| PRODUCTS&LABOR   | PRICE    |
|--|----------|
| Setup Fee  | \$450.00 |
| Setup fee includes both the pre-designed 5-page website development/design and the email setup/transfer. If client only wants the website or only the email, then the cost is still \$450. |          |
| Custom quote (per hour basis) for website development/design if the community wants a website design other than the base theme or edits in addition to the base theme.                     |          |

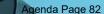
#### Setup Fee Agreement \$450.00

| PRODUCTS&LABOR  | QTY | PRICE    | SUBTOTAL |
|---|-----|----------|----------|
| Managed Website Hosting  [3-year contract] Price is per month   | 1   | \$189.00 | \$189.00 |
| Email  [3-year contract] Price is per email per month.  Powered by Google Gmail & Google Vault. One email will be added in addition to the total number of board email seats; required for Google Vault admin | 1   | \$14.95  | \$14.95  |

Monthly Charge Agreement \$0.00



# 6Civ.



# ADA Site Compliance



# Lake Bernadette CDD

Website Compliance And Accessibility

# Our Firm

ADA Site Compliance is a leader in mitigating legal risks, auditing, and the remediation of issues associated with websites and documents that are not in compliance with the Americans with Disabilities Act (ADA). Our team includes technical experts in coding, auditing, captioning, WCAG standards, website & PDF compliance, accessibility, and usability.



RULES

GOVERNANCE

# How Do People With Disabilities Use My Website?



Anything That Can Be Heard (Videos, Sound Bites, Etc.) Must Have A Written Description.

## **VISUALLY IMPAIRED**

Screen Reader Software Audibly Reads The Visual Parts of Your Website. Items Such As Pictures And Buttons Must Have Text Descriptions Added In The Code.

## PHYSICALLY IMPAIRED

If Unable To Use A Mouse, Website Navigation Must Be Possible Using 100s Of Keyboard Shortcuts.



"Accessible Design is Good Design"

Steve Ballmer
Former CEO Microsoft

# Costs – Reputational & Monetary

- Lawsuits are on the rise, and continuing to increase significantly.
- The Department of Justice has backed many lawsuits.
- It is extremely expensive to hire attorneys and pay associated fees.
- Related costs include: human capital, unwanted negative PR, stress on your overall business, and reputational damage perpetuated via viral posts on traditional and social media.



"We Believe Very Deeply That
Accessibility Is A Human Right"
Tim Cook
Apple CEO

# What Your Business Needs



## **ComplianceShield**

A certificate is placed on your website indicating that you have a compliance plan in place. Acting as a deterrent against surf-by lawsuits; letting all website visitors know that you are actively working toward website compliance, accessibility and usability for all.



## **SiteAccessibility Policy**

A compliance plan detailing the efforts that your company is making to ensure that your website is accessible in accordance with the Americans with Disabilities Act. Providing alternative contact information for users who get "stuck", and become unable to navigate the website.



## **ComplianceAudit Report**

A detailed audit report indicating which lines of code need to be corrected, along with screen shots and text descriptions of each. Allowing those tasked with making corrections to clearly understand the accessibility issues affecting your site and the steps needed to correct them.





A byproduct of our website auditing is that we find things that are "broken" on your website. Tweaking and correcting with ADA accessibility in mind will work simultaneously to increase the overall usability of your site.

- Videos That Are Unable To Be Loaded
- Images, Links And Buttons Missing Alt-Tags
- Broken Links

Correcting issues will reduce user frustration, providing a positive effect on your websites search engine optimization and rankings.





Our teams will work together toward the goal of achieving accessibility, usability, and compliance for your website. Proper implementation of strategies and timelines will allow us to achieve all.

Utilizing technology driven and human expert auditing will provide WCAG level reporting that will be the basis for correcting the issues. Ongoing support will be provided to the team at Lake Bernadette CDD via video conferencing, screen sharing, email, and telephone.

ADA Site Compliance will play an active role during your remediation process. Our mutual goal is for the team at Lake Bernadette CDD to acquire a high level of expertise and understanding of website accessibility and compliance. Enabling them to properly design, develop, and code future projects; thereby mitigating compliance issues prior to updates going live.



# We Provide Thorough And Rigorous Support To Our Clients

Our CTO, Scott Rubenstein, will oversee the auditing process of your website. Scott will evaluate how updates are currently implemented and suggest best practices and improvements for future compliance control and oversight. Sharing his expertise with your team, and providing a valuable technical resource, Scott will ensure that your remediation process is streamlined for success.

**Scott Rubenstein** has been a professional application developer and designer for more than 20 years. Utilizing his technical skills, along with his entrepreneurial goals, he has been partnered in multiple highly successful businesses. He has received praise and accolades throughout his career for his out-of-the-box thinking and creativity in his solutions. Scott is a survivor of the terrorist attacks of 9/11 and was fortunate to escape tower 2 of the World Trade Center prior to its collapse. He returned to New York City soon after, playing an integral role in restoring critical systems. He subsequently became an expert in building and securing websites across a multitude of industries. Scott has a passion, and a high level of expertise, for understanding the coding languages utilized in building and developing website, and how proper coding can enable websites to be compliant, accessible, and usable by all.

# Free and/or Technological (automated) Auditing April 2000 and Testing Tools Find Less Than 30% of Compliance Issues

FREE online tools, such as Wave, WILL NOT make your website compliant with the WCAG.

These tools find approximately 20% of accessibility issues. Our technological auditing tool finds approximately 30% of accessibility errors.

Human Expert Auditing MUST be performed to make your website compliant.

Human Expert Auditing uncovers approximately 70% - 80% of accessibility issues.



Our team of experts will support you throughout the process to ensure success.

# Lawsuits Are Mounting And Will Increase

- Average Costs Can Easily Exceed Six Figures
- 320% Increase In ADA Website Lawsuits Filed In Recent Years
- A Significant Increase in Lawsuits is Expected Moving Forward







**Profitability** 

Accessibility



Auditing

Compliance

Date: April 18, 2019

Re: Compliance Remediation of the Lake Bernadette CDD Website

This proposal is for the Lake Bernadette CDD website, which our development and audit team will perform the scope of services outlined below. ADA Site Compliance is a consultancy which provides specific services for the client. Any services outside of the scope below, or separate sites or templates, will require additional evaluations and proposals. A detailed Scope of Work will be provided, and agreed upon, prior to the start of the project.

#### **Human Expert Auditing**

WCAG Standards

Expert level human auditing on the agreed upon pages.

Auditing performed utilizing screen reader software and keyboard shortcuts.

Detailed reports provided for each round.

#### **Technological Auditing**

WCAG Standards

Technological auditing of the agreed upon pages.

**Detailed Reports** 

#### **Accessibility Policies and Compliance Shields**

Indication to all website visitors that compliance, accessibility, and usability are a priority. Provides contact information (phone and/or email) for users who find inaccessible areas of the website.

#### **PDF Auditing and Remediation**

PDFs remediated by human experts providing the highest level of accuracy.



#### **PDFs - Fully Remediated Documents**

\$3.95 Per Page (minimum \$100) - Human Expert Auditing and Remediation

### Website Redeveloped and Redesigned for Compliance and Accessibility

\$2,700 Website Auditing and Remediation – Performed by Human Experts in Design and Coding

Annually \$1,200 - Quarterly Technologic Auditing, Customized Accessibility Policy,

Compliance Shield, Consulting, Theme Updates and Assistance with New Data Compliance

The annual fee is waived for year 1

| Lake Bernadette CDD Representative | ADA Site Compliance Representativ |  |
|------------------------------------|-----------------------------------|--|
| Ву:                                | Ву:                               |  |
| Name:                              | Name:                             |  |
| Its:                               | lts:                              |  |
| Date:                              | Date:                             |  |





# 6Cv.



## Granicus Proposal for Arbor Greene Community Development District

#### **Granicus Contact**

Name: Michael Kohan Phone: +1 6784106049

Email: michael.kohan@granicus.com

#### **Proposal Details**

**Quote Number:** Q-72047 **Prepared On:** 6/19/2019 Valid Through: 8/18/2019

#### Pricing

**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 60 months.

| One-Time Fees   |                              |               |              |
|---|------------------------------|---------------|--------------|
| Solution  | Billing<br>Frequency         | Quantity/Unit | One-Time Fee |
| govAccess – Website Design and Implementation – Pioneer | Milestones - 40/<br>20/20/20 | 1 Each        | \$7,800.00   |
|   |                              | SUBTOTAL:     | \$7,800.00   |

| Annual Fees for New Subscriptions                        |                      |               |                             |
|--|----------------------|---------------|-----------------------------|
| Solution   | Billing<br>Frequency | Quantity/Unit | Annual Fee                  |
| govAccess - Maintenance, Hosting, & Licensing Fee - Core | Annual               | 1 Each        | \$0.00<br>(First year free) |
|  |                      | SUBTOTAL:     | \$0.00                      |



| Remaining Period(s)  |            |            |            |            |
|--|------------|------------|------------|------------|
| Solution(s)  | Year 2     | Year 3     | Year 4     | Year 5     |
| govAccess -<br>Maintenance, Hosting, &<br>Licensing Fee - Core | \$4,800.00 | \$5,040.00 | \$5,292.00 | \$5,556.60 |
| SUBTOTAL:  | \$4,800.00 | \$5,040.00 | \$5,292.00 | \$5,556.60 |



| <b>Product Descriptions</b>                                       |   |
|---|---|
| Name  | Description   |
| govAccess - Website<br>Design and<br>Implementation -<br>Pioneer  | govAccess Website Design and Implementation - Pioneer provides a citizen focused website and includes:  One (1) homepage wireframe from Granicus' design library  One (1) custom mobile homepage  Fully responsive design  Custom mobile homepage or standard mobile responsive homepage  Video background or standard rotating Image carousel (switchable at any time)  Programming/CMS implementation  Migrate up to 50 webpages  One (1) day of remote web-based training  |
| govAccess -<br>Maintenance,<br>Hosting, & Licensing<br>Fee - Core | The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time.  Services include the following:  Ongoing software updates  Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday)  Access to training webinars and on-demand video library  Access to best practice webinars and resources  Annual health check with research-based recommendations for website optimization  DDOS mitigation  Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO) |



#### Terms and Conditions

- Link to Terms: <a href="https://granicus.com/pdfs/Master\_Subscription\_Agreement.pdf">https://granicus.com/pdfs/Master\_Subscription\_Agreement.pdf</a>
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Arbor Greene Community Development District to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-72047 dated 6/19/2019 are incorporated into this Purchase Order by reference.
- Billing Frequency Notes (Milestones 40/20/20/20):
  - An initial payment equal to 40% of the total;
  - A payment equal to 20% of the total upon Granicus' delivery of the draft homepage design concepts to the client;
  - A payment equal to 20% of the total upon implementation of the main website into the VCMS on a Granicus-hosted development server; and
  - A payment equal to 20% of the total upon completion; provided, however that the client has completed training. If the client has not completed training, then Granicus shall invoice the client at the earlier of: completion of training or 21 days after completion.

#### Agreement and Acceptance

**Billing Information** 

Name:

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

| mail:                                      |  |
|--|--|
| ddress:                                    |  |
|  |  |
|  |  |
| rbor Greene Community Development District |  |
| gnature:                                   |  |
| ame:                                       |  |
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## A GOVERNMENT WEBSITE TO BETTER SERVE YOUR CITIZENS

Most people come to a government website with one goal – to complete a task – yet most government websites fail to deliver. With Granicus govAccess, user-friendly design, powerful content, accessibility, and secure transactions have never been easier.

#### MODERN WEBSITE DESIGN, MADE EASY!

A website redesign doesn't have to be a daunting task. Let our team of experts guide you through the process. We'll leverage best practices gleaned from developing more than 800 government websites, combined with our proven and collaborative project process, to deliver a modern website your agency will be proud of.



govAccess is a content management system (CMS) that was purpose built for government, allowing your staff to easily create content that informs, engages and serves their communities. Our CMS makes it easy to manage mobile experiences, bring more services online, share content through popular social media channels, create custom interior pages, and more - all while ensuring consistency and control.

#### **ENTERPRISE-CLASS HOSTING + SUPPORT**

From our state-of-the-art hosting infrastructure with greater than 99.9% uptime, to a team of certified government experts and tech gurus, the govAccess team relentlessly focuses on client satisfaction. Continuous optimization, regular health checks that include research-based recommendations, and 24x7 support deliver guaranteed success.





The Granicus Team went above and beyond. They were as invested in the website as we were, and we truly appreciated that.

Anthony Wilson Public Information Officer City of San Angelo, TX





## WEBSITE DESIGN + IMPLEMENTATION - PIONEER

- ✓ A homepage wireframe from our design library
- ✓ Fully responsive design
- Custom Mobile Homepage or Standard Mobile Responsive Homepage
- ✓ Video Background or Standard Rotating Image carousel (switchable at any time)
- ✓ Website Programming + CMS Implementation
- ✓ Migrate up to 50 webpages
- One (1) day of remote Web-based Training (typically used for "Writing for the Web" Training, Accessibility Training, and CMS Training)



#### KEY CMS FEATURES

- ✓ Ongoing software updates (quarterly)
- Role-based dashboard for easy content updates, approvals + ability to lock down user permissions
- Mobile management to analyze mobile traffic and customize display on mobile device
- ✓ Interior page builder with drag-and-drop page building, 100+ widgets, save and reuse layouts + more
- Social media management with ability to schedule + preview posts to multiple social media accounts
- Form and survey builder with ready-to-use templates for the m ost common use cases, conditional logic, payment processing, and legally binding digital signatures
- Flexible search with the ability to define search synonyms, promote page + more
- Universal API + a vast number of commonly used apps integrated out-of-the-box



## SUPPORT + MAINTENANCE

- 24/7 support
- ✓ Online help, including an extensive library of on-demand training videos
- ✓ Hosting infrastruture with 99.9% uptime
- ✓ Disaster recovery w/ 90 min failover (RTO), data replication every 15 mins (RPO), failover testing every 2 wks.
- ✓ Enterprise grade DDoS migration
- ✓ Industry leading data security (advanced threat detection and penetration)

# 6C.vi.

# Proposal For Oak Creek CDD

(URL: www.oakcreekcdd.org ) Website Type: Medium

# Website Accessibility for People with Disabilities as per Nondiscrimination requirements of Title II of the American Disabilities Act (ADA) & WCAG

| Date                            | Version# | Comments  | Author              |
|---------------------------------|----------|---|---------------------|
| August 13, 2018                 | 1.0      | Updated "The Law, ADA and WCAG" section details                 | VB Joshi, Kristen T |
| January 10 <sup>th</sup> , 2019 | 2.0      | Updated conversion and support costs based on discussed scope   | VB Joshi            |
| February 25, 2019               | 2.2      | Updated fee-simple pricing and human audit seal                 | VB Joshi            |
| March 21, 2019                  | 2.3      | Added quarterly audit as per insurance requirement              | VB Joshi            |
| March 28, 2019                  | 2.4      | Updated Annual Maintenance price for ADA support only           | VB Joshi            |
| May 7, 2019                     | 2.5      | Updated for CDD specific info after conversing with CDD Manager | VB Joshi            |
| May 20, 2019                    | 2.6      | Added Human Audit Details                                       | VB Joshi            |
| June 9, 2019                    | 2.7      | Added Hosting and Backup to Maintenance                         | VB Joshi            |
| July 7, 2019                    | 2.8      | Updated with additional maintenance tasks – content upload      | VB Joshi            |









# Your website gets 2 Compliance Seals VGlobalTech's Technical Compliance Seal & Human Audit Compliance Seal\*

(\* Human Audit Contract required)





VGlobalTech is the ADA, WCAG Compliance Expert, with over 100 ADA & WCAG compliant websites created (....and counting) to-date! We have partnered with a non-profit agency to conduct Human Audit and Certification Seal.

Visit <a href="https://vglobaltech.com/website-compliance/">https://vglobaltech.com/website-compliance/</a> for details.

COPYRIGHT ©: This proposal and the contents within this document are solely created by VGlobalTech team for its customers and cannot be reproduced, copied, modified or distributed (including forwarding to other customers, competitors, web designers etc.) without the written consent of VGlobalTech. VGlobalTech company holds Intellectual Property details along with company software details that must not be shared with others without the written permission of the company. The proposal and software details are customized for the requesting customer and cannot be applied to any other customer / asset / solution. This document does not apply to a case if it is not exclusively sent to you by VGlobalTech upon request.

Any violations are punishable under the law and shall be prosecuted.

#### **Table of Contents**

| 1.0  | The Law   | 4  |
|------|---|----|
| 2.0  | ADA & WCAG Compliance – Introduction                        | 6  |
| 2.1  | Common Problems and Solutions in Website Accessibility?     | 7  |
| 2.1. |   |    |
| 2.1. | 2 Problem: Documents Are Not Posted In an Accessible Format | 7  |
| 2.1. | .3 Problem: Specifying Colors and Font Sizes                | 7  |
| 2.1. |   |    |
| 2.1. | .5 Web Content Accessibility Guidelines (WCAG)              | 8  |
| 3.0  | Pricing   | 10 |
| 3.1  | Existing Website Remediation / New Website Build:           | 10 |
| 3.2  | ADA Compliance Monthly Maintenance and Hosting              | 11 |
| 3.3  | c ,   |    |
|      |   | 12 |
| 4.0  | Proposal Acceptance:  | 14 |
| 5.0  | References:   | 15 |

#### 1.0 The Law

Source: http://www.leg.state.fl.us/statutes/index.cfm?App\_mode=Display\_Statute&URL=0100-0199/0189/Sections/0189.069.html

#### 189.069 Special districts; required reporting of information; web-based public access. —

- (1) Beginning on October 1, 2015, or by the end of the first full fiscal year after its creation, each special district shall maintain an official website containing the information required by this section. Each special district shall submit its official website address to the department.
- (a) Each independent special district shall maintain a separate website.
- (b) Each dependent special district shall be prominently displayed on the home page of the website of the local general-purpose government upon which it is dependent with a hyperlink to such webpages as are necessary to provide the information required by this section. A dependent special district may maintain a separate website providing the information required by this section.
- (2)(a) A special district shall post the following information, at a minimum, on the district's official website:
- 1. The full legal name of the special district.
- 2. The public purpose of the special district.
- 3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
- 4. The fiscal year of the special district.
- 5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
- 6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
- 7. A description of the boundaries or service area of, and the services provided by, the special district.
- 8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy

of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges de the patient charges by a hospital or other health care provider.

- 9. The primary contact information for the special district for purposes of communication from the department.
- 10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.
- 11. The budget of the special district and any amendments thereto in accordance with s.189.016.
- 12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.
- 13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).
- 14. The public facilities report, if applicable.
- 15. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).
- 16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least 1 year after the event.
- (b) The department's website list of special districts in the state required under s. 189.061shall include a link for each special district that provides web-based access to the public for all information and documentation required for submission to the department pursuant to subsection

#### 2.0 ADA & WCAG Compliance - Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven day a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Many countries and international organizations require compliance with WCAG 2.0 and 2.1. The guidelines are categorized into three levels of compliance: A (must support), AA (should support), and AAA (may support). Representatives from the accessibility community around the world participate in the evolution of these guidelines.

Source: https://www.w3.org/WAI/standards-guidelines/wcag/

Visit <a href="http://vglobaltech.com/website-compliance/">http://vglobaltech.com/website-compliance/</a> for more details, do a website compliance check on your website and to download a PDF proposal.

#### 2.1 Common Problems and Solutions in Website Accessibility?

#### 2.1.1 Problem: Images Without Text Equivalents

#### Solution: Add a Text Equivalent to Every Image

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an "alt" tag for brief amounts of text or a "longdesc" tag for large amounts, to each image and graphic on your agency's website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor's picture, adding an "alt" tag with the words "Photograph of Mayor Jane Smith" provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a "longdesc" tag that includes a text equivalent description of each location shown on the map – e.g., "City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue."

#### 2.1.2 Problem: Documents Are Not Posted In an Accessible Format

#### Solution: Post Documents in a Text-Based Format

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

#### 2.1.3 Problem: Specifying Colors and Font Sizes

#### **Solution: Avoid Dictating Colors and Font Settings**

Websites should be designed so they can be viewed with the color and font sizes set in users' web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

#### 2.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

#### **Solution: Include Audio Descriptions and Captions**

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

#### **Understanding the Four Principles of Accessibility**

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

- 1. **Perceivable** Information and user interface components must be presentable to users in ways they can perceive.
  - This means that users must be able to perceive the information being presented (it can't be invisible to all of their senses)
- 2. **Operable** User interface components and navigation must be operable.
  - This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)
- 3. **Understandable** Information and the operation of user interface must be understandable.
  - This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)
- 4. **Robust** Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
  - This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

If any of these are not true, users with disabilities will not be able to use the Web.

Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more **usable by all people**, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.

VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.

Visit https://vglobaltech.com/website-compliance/ for details of our compliance process and expertise in this area.

Please see References section for several resources on compliance.

intended for the entities listed clearly on this proposal. Any distribution without written consent shall be proceduted

#### 3.0 Pricing

**Website Complexity: Medium Level Websites** 

VGlobalTech team shall complete the following critical tasks for client website. All costs below are per website / CDD:

#### 3.1 Existing Website Remediation / New Website Build:

|    | Task  |
|----|---|
| 1. | Remediate existing website / Build new website from start as per Florida      |
|    | Statute Chapter 189 requirements. Ensure ADA & WCAG compliance                |
|    | requirements. Customer shall provide all documents and content required. ALL  |
|    | webpages on the website. Create accessibility document, code review, html     |
|    | updates, plugins / security updates required for ADA and WCAG compliance      |
| 2. | Cross-Device Check (Website needs to appear as per ADA standards on Mobile    |
|    | Phones, Tablets, Desktops etc.). Braille Readers, Other assistance technology |
|    | compatibility   |
| 3. | ADA Standards application (as per Section 1 above). ADA.gov, Web Content      |
|    | Accessibility Guidelines (WCAG)   |
| 4. | PDF Documents conversion (to Text, HTML etc.) as needed for ADA Compliance    |
|    | / Reader Compliance (up to 2 years of documents shall be converted)           |
| 5. | Create a webpage showing websites ADA Compliance efforts                      |
| 6. | Create customized footer with VGlobalTech's ADA Compliance Seal (valid for 1  |
|    | year only)  |
| 7. | Web Design Total: \$3250/- (one time)   |

#### 3.2 ADA Compliance Monthly Maintenance and Hosting

Maintenance contract starts after initial conversion is completed (It is critical to maintain compliance as websites get updated):

The Annual Maintenance <u>DOES NOT</u> include the quarterly audits proposed in the next section. Maintenance contract is required for VGlobalTech's proprietary document conversion software (PDF to RTF) to be used that allows faster, accurate and batch processing for document conversion.

|    | Task   |
|----|--|
| 1. | Full content upload support to regularly keep site updated (includes all documents, audit reports, agendas, meeting minutes, events etc). Ensure content is in ADA and WCAG compliance for the entire site. Section 508 stipulations (applicable to CDD) and FIA /eGIS insurance requirements are met. These points are very critical to maintain a fully compliant website at all times. <i>Update turnaround time – less than 24 hrs from customer sending the content and documents to be</i>   |
|    | updated to VGT team.   |
| 2. | PDF Documents conversion (to Text, HTML etc) as needed ( <i>new documents during the maintenance year only</i> ) for ADA Compliance / Reader Compliance. VGlobalTech's <b>proprietary batch conversion software</b> shall be used by our team for faster batch-conversion processing as long as the contract is valid (big time saver that creates compliant documents that can be uploaded to the website). <b>There is no limit on how many documents or pages per documents can be converted per month using VGlobalTech's software</b> . If Auto conversion fails, VGlobalTech team shall perform manual OCR and conversion within 24 hrs. |
| 3. |  |
| 4. | Website hosting and backups – Premium hosting, unlimited file space, bandwidth, fast website response, regular automated backups, SSL certificates for secure site access (https protocol), 99.9% website uptime:  |
|    | Total Monthly Maintenance with full content  |
|    | upload, document conversion and Hosting:   |
|    | \$150 / month  |
|    | *support beyond 8 hrs. / month / CDD shall be billed at \$55 / hr. separately (VGlobalTech team shall be responsible to track and report hours exceeded, if any)  ***Monthly maintenance must be paid before the 10 <sup>th</sup> of every month   |

This audit is as per the Florida Insurance Alliance guidelines. Please check with your insurance agency for specific requirements. **Read more here:** https://vglobaltech.com/wpcontent/uploads/2019/03/FIA\_ADA\_Guidelines-2019-2020.pdf

VGlobalTech has partnered with a local agency for the visually impaired – LightHouse Works. LightHouse has developed a unique program for digital accessibility that is run by visually impaired personnel that are highly skilled in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: <a href="https://vglobaltech.com/website-compliance/">https://vglobaltech.com/website-compliance/</a>

Together we are now able to provide not one but two compliance seals for all our customers:

#### 1. Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the Americans with Disability Act (ADA), Web Accessibility Guidelines (WCAG), Section **508** of Rehabilitation Act of 1973 and overall the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand. Our purpose is clear - Universal, Creative Web design that works for everyone, everywhere and every time!

#### 2. Human Audit Seal:



LightHouse Works' visually impaired personnel shall actually test the website for compliance as per the section 508 and ADA requirements. The VGlobalTech technical team shall remediate any points discovered by LightHouse team and send the site for re-certification. Upon satisfactory completion LightHouse shall provide the Human Audit Seal that will be specific to the site and the VGlobalTech team shall put the seal on the site. This is an added layer of true Human Audit testing that provides full ADA compliance.

## Cost for Audit: \$300 / per audit

- Can be paid yearly for all 4 audits (\$1200) or can be paid per audit every quarter \$300
- Seals renewed every quarter
- Audits are conducted by VGlobalTech and LightHouse Agency together
- Full Audit reports shall be provided

This proposal includes following points, stipulations terms and conditions:

- \*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps \*unless otherwise noted
- \* email and phone communication
- \*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.
- \*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH
- \*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on www.VGlobalTech.com website. If client requests a refund within seven days of the date of signing their agreement, they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

Date

#### **4.0 Proposal Acceptance:**

For VGlobalTech

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech can proceed with the project. All payments shall be made according to this agreement.

| Select Proper Option Below, Sign and Date, Return to contact@vglobaltech.com:  |  |
|--|--|
| Option1: Website only Section 3.1: One time (website conversion and compliance cost):                                |  |
| Option2: Website and Monthly Maintenance w/ Hosting Section 3.1: One time (website conversion and compliance cost) + |  |
| Section 3.2 ADA Compliance Monthly Maintenance and Hosting   |  |
| Option3: Website and Quarterly Audits  |  |
| Section 3.1: One time (website conversion and compliance cost)   |  |
| Section 3.3 Quarterly Technical and Human Audit Testing  |  |
| Option4: Website, Monthly Maintenance w/ Hosting and Quarterly Audits  |  |
| Section 3.1: One time (website conversion and compliance cost)   |  |
| Section 3.2 ADA Compliance Monthly Maintenance and Hosting +   |  |
| Section 3.3 Quarterly Technical and Human Audit Testing  |  |
| Signatures:  |  |
| For Customer Date  |  |
|  |  |
| VB Joshi   |  |

5.0 References: Agenda Page 119

#### **ADA Best Practices Tool Kit for State and Local Governments:**

https://www.ada.gov/pcatoolkit/chap5toolkit.htm

**U.S. Department of Justice,** Civil Rights Division, *Disability Rights Section* https://www.ada.gov/websites2.htm

Web design Standards: https://www.w3schools.com/

Web Content Accessibility Guidelines (WCAG) https://www.w3.org/TR/WCAG21/

VGlobalTech Web Content Accessibility Implementation and Checkpoints: <a href="http://vglobaltech.com/website-compliance/">http://vglobaltech.com/website-compliance/</a>







