

Oak Creek Community Development District

Board of Supervisors

- | | |
|---|---|
| <input type="checkbox"/> David Gerald, Chairman | <input type="checkbox"/> Mark Vega, District Manager |
| <input type="checkbox"/> Sam Watson, Vice Chairman | <input type="checkbox"/> Jason Walters, District Counsel |
| <input type="checkbox"/> Ryan Gilbertsen, Assistant Secretary | <input type="checkbox"/> Robert Dvorak, District Engineer |
| <input type="checkbox"/> Adam Silva, Assistant Secretary | |
| <input type="checkbox"/> Lisa Vaile, Assistant Secretary | |

Meeting Agenda August 10, 2020 – 6:00 P.M.

*****MASKS ARE REQUIRED*****

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 2021 Budget** Pg 2
 - A. Resolution 2020-07 Adopting the Fiscal Year 2021 Budget Pg 20
 - B. Resolution 2020-08 Imposing Special Assessments Pg 23
5. **Public Hearing to Consider Adoption of the Rules of Procedure**
 - A. Resolution 2020-06 Adopting Amended and Restated Rules of Procedure Pg 26
6. **Consent Agenda**
 - A. Minutes of the June 8, 2020 Meeting Pg 28
 - B. Acceptance of the Financial Report Pg 33
 - C. Proposed Meeting Dates FY 2021 Pg 47
7. **Staff Reports**
 - A. District Counsel
 - B. District Engineer
 - i. Discussion of 6310 and 6318 Doe Path Court Easement Variance Pg 48
 - C. District Manager
 - i. Discussion of Solitude Quote for Pond 19 Water Clarity Assessment Pg 59
 - ii. Follow Up
8. **Supervisor Requests and Comments**
9. **Audience Comments on Other Items (3) Minute Time Limit**
10. **Adjournment**

Next Meeting November 9, 2020

District Office:

2654 Cypress Ridge Road, Suite 101
Wesley Chapel, FL 33544

Meeting Location:

Inframark Office
2654 Cypress Ridge Road, Suite 101
Wesley Chapel, FL 33544

www.oakcreekcdd.org

OAK CREEK

Community Development District

Annual Operating and Debt Service Budget **Fiscal Year 2021**

Modified Tentative Budget
(Printed 07/20/20)

Prepared by:



Table of Contents

	<u>Page</u>
<u>OPERATING BUDGET</u>	
General Fund	
Summary of Revenues, Expenditures and Changes in Fund Balances	1-2
Budget Narrative	3-7
Exhibit A - Allocation of Fund Balances	8
<u>DEBT SERVICE BUDGET</u>	
Series 2015	
Summary of Revenues, Expenditures and Changes in Fund Balances	9
Budget Narrative	10
Amortization Schedule	11-12
<u>SUPPORTING BUDGET SCHEDULES</u>	
2020-2021 Non-Ad Valorem Assessment Summary.....	13

Oak Creek
Community Development District

Operating Budget
Fiscal Year 2021

Summary of Revenues, Expenditures and Changes in Fund Balances

Fiscal Year 2021 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2018	ACTUAL FY 2019	ADOPTED BUDGET FY 2020	ACTUAL THRU JUN-2020	PROJECTED JUL- SEP-2020	TOTAL PROJECTED FY 2020	ANNUAL BUDGET FY 2021
REVENUES							
Interest - Investments	\$ 6,832	\$ 4,988	\$ 5,000	\$ 1,086	\$ 362	\$ 1,448	\$ 1,500
Interest - Tax Collector	4	114	-	54	18	72	100
Special Assmnts- Tax Collector	480,392	480,392	480,391	480,392	-	480,392	507,936
Special Assmnts- Discounts	(18,372)	(18,299)	(19,216)	(18,413)	-	(18,413)	(20,317)
Other Miscellaneous Revenues	-	33,994	-	2,279	125	2,404	-
Access Cards	360	375	100	390	130	520	250
TOTAL REVENUES	469,216	501,564	466,275	465,788	635	466,423	489,469
EXPENDITURES							
Administrative							
P/R-Board of Supervisors	18,800	18,600	24,000	5,600	1,000	6,600	12,000
FICA Taxes	-	581	1,836	747	20	767	918
ProfServ-Arbitrage Rebate	1,200	600	1,200	600	600	1,200	1,200
ProfServ-Dissemination Agent	2,000	1,000	5,000	-	5,000	5,000	5,000
ProfServ-Engineering	66,421	64,687	20,000	16,353	3,000	19,353	25,000
ProfServ-Legal Services	26,356	13,016	24,000	8,459	11,227	19,686	23,000
ProfServ-Mgmt Consulting Serv	43,172	44,805	44,805	33,604	11,201	44,805	44,805
ProfServ-Property Appraiser	150	150	150	150	-	150	150
ProfServ-Trustee Fees	3,233	3,433	3,433	3,233	-	3,233	3,536
ProfServ-Web Site Maintenance	-	4,581	2,729	3,245	1,082	4,327	2,772
Auditing Services	3,400	3,500	3,523	3,500	-	3,500	3,500
Postage and Freight	1,622	733	1,500	165	55	220	250
Rentals & Leases	600	600	600	300	300	600	600
Public Officials Insurance	2,050	2,255	2,481	355	2,126	2,481	2,729
Printing and Binding	2,109	632	1,500	225	75	300	500
Legal Advertising	1,216	971	1,000	270	730	1,000	1,000
Misc-Assessmnt Collection Cost	7,495	8,550	9,608	9,321	287	9,608	10,159
Misc-Contingency	60	230	50	8	3	11	50
Office Supplies	303	2,433	412	-	150	150	250
Annual District Filing Fee	175	175	175	175	-	175	175
Total Administrative	180,362	171,532	148,002	86,310	36,855	123,165	137,594
Public Safety							
Contracts-Security Services	3,360	3,360	3,360	3,280	840	4,120	3,360
Total Public Safety	3,360	3,360	3,360	3,280	840	4,120	3,360
Electric Utility Services							
Electricity - Streetlighting	20,989	22,233	23,000	14,919	4,973	19,892	23,000
Utility Services	14,828	14,547	15,460	7,491	2,497	9,988	12,000
Total Electric Utility Services	35,817	36,780	38,460	22,410	7,470	29,880	35,000
Garbage/Solid Waste Services							
Utility - Refuse Removal	698	698	698	632	66	698	698
Solid Waste Disposal Assessm.	611	623	623	677	-	677	680
Total Garbage/Solid Waste Services	1,309	1,321	1,321	1,309	66	1,375	1,378
Water-Sewer Comb Services							
Utility Services	11,469	7,115	10,000	6,848	2,283	9,131	7,000
Total Water-Sewer Comb Services	11,469	7,115	10,000	6,848	2,283	9,131	7,000

Summary of Revenues, Expenditures and Changes in Fund Balances

Fiscal Year 2021 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2018	ACTUAL FY 2019	ADOPTED BUDGET FY 2020	ACTUAL THRU JUN-2020	PROJECTED JUL- SEP-2020	TOTAL PROJECTED FY 2020	ANNUAL BUDGET FY 2021
<i>Flood Control/Stormwater Mgmt</i>							
Contracts-Aquatic Control	19,380	22,893	23,964	18,321	5,643	23,964	24,660
Stormwater Assessment	894	885	885	894	-	894	894
R&M-Storm Water - Pond	56,338	714	16,100	6,694	1,000	7,694	15,000
<i>Total Flood Control/Stormwater Mgmt</i>	76,612	24,492	40,949	25,909	6,643	32,552	40,554
<i>Other Physical Environment</i>							
Contracts-Landscape	84,000	84,000	84,000	63,000	21,000	84,000	84,000
Liability/Property Insurance	7,328	6,986	9,438	9,876	-	9,876	8,647
R&M-Entry Feature	795	-	1,500	-	-	-	1,500
R&M-Irrigation	11,079	7,770	5,000	5,540	3,385	8,925	9,000
R&M-Mulch	14,238	455	15,000	4,439	-	4,439	15,000
R&M-Plant&Tree Replacement	16,727	53,732	10,000	2,776	-	2,776	6,500
	134,167	152,943	124,938	85,631	24,385	110,016	124,647
<i>Capital Expenditures & Projects</i>							
Misc-Holiday Lighting	-	-	-	13,400	-	13,400	13,400
Misc-Contingency	1,300	9,140	-	-	5,220	5,220	8,000
Capital Improvements	184,379	126,808	30,807	67,901	-	67,901	32,000
<i>Total Capital Expenditures & Projects</i>	185,679	135,948	30,807	81,301	5,220	86,521	53,400
<i>Road and Street Facilities</i>							
R&M-Parking Lots	-	3,595	1,500	-	-	-	1,500
R&M-Bike Paths & Asphalt	-	-	1,500	-	-	-	1,500
R&M-Sidewalks	2,000	-	3,000	-	-	-	5,000
R&M-Streetlights	1,106	-	1,000	-	-	-	1,000
<i>Total Road and Street Facilities</i>	3,106	3,595	7,000	-	-	-	9,000
<i>Parks and Recreation</i>							
Contracts-Mgmt Services	9,996	10,296	10,296	7,722	2,574	10,296	10,296
Contract-Pools	8,851	9,540	9,540	6,872	2,668	9,540	9,540
Contractual Maint. Services	34,517	37,970	25,000	34,508	11,503	46,011	40,000
Telephone/Fax/Internet Services	5,597	1,925	1,788	1,359	441	1,800	1,800
R&M-Facility	15,274	39,542	7,500	9,694	-	9,694	2,500
R&M-Pools	6,404	1,171	400	1,910	-	1,910	400
R&M Basketball Courts	736	8,044	-	-	-	-	1,500
R&M-Playground	525	3,772	1,000	3,526	-	3,526	5,000
Op Supplies - General	2,362	8,268	5,500	3,514	-	3,514	5,500
<i>Total Parks and Recreation</i>	84,262	120,528	61,024	69,105	17,186	86,291	76,536
<i>Reserves</i>							
Clubhouse Reserves	-	-	-	-	-	-	1,000
<i>Total Reserves</i>	-	-	-	-	-	-	1,000
TOTAL EXPENDITURES & RESERVES	716,143	657,614	465,861	382,103	100,947	483,050	489,469
Net change in fund balance	(246,927)	(156,050)	414	83,685	(100,312)	(16,627)	-
FUND BALANCE, BEGINNING	577,590	330,663	174,613	174,613	-	174,613	157,986
FUND BALANCE, ENDING	\$ 330,663	\$ 174,613	\$ 175,027	\$ 258,298	\$ (100,312)	\$ 157,986	\$ 157,986

Budget Narrative
Fiscal Year 2021

REVENUES

Interest Income (Investments)

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.

Budget Narrative
Fiscal Year 2021

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 by Campus Suites. The District incurs fees as they relate to the district email by Complete IT.

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.

Budget Narrative
Fiscal Year 2021

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

Budget Narrative
Fiscal Year 2021

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 provide mulch for the District's common area.

R&M-Plant & Tree Replacement

The District has an agreement with LMP to 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.

Budget Narrative
Fiscal Year 2021

Expenditures – Clubhouse, Parks & Recreation (continued)
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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.

Exhibit "A"
Allocation of Fund Balances

AVAILABLE FUNDS

	<u>Amount</u>
Anticipated Beginning Fund Balance - Fiscal Year 2021	\$ 141,632
Net Change in Fund Balance - Fiscal Year 2021	-
Reserves - Fiscal Year 2021 Additions	1,000
Total Funds Available (Estimated) - 9/30/2021	142,632

ALLOCATION OF AVAILABLE FUNDS***Nonspendable Fund Balance***

Deposits	3,055
Subtotal	<u>3,055</u>

Assigned Fund Balance

Operating Reserve - First Quarter Operating Capital	73,245 ⁽¹⁾
Reserve Clubhouse (Prior Years)	45,025
Reserve Clubhouse FY 2021	<u>1,000</u>
Subtotal	<u>119,270</u>

Total Allocation of Available Funds	122,325
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Total Unassigned (undesignated) Cash	<u>\$ 20,307</u>
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Notes

(1) Represents 2 months of operating expenditures plus \$10K for Capital improvements for first Quarter.

Oak Creek
Community Development District

Debt Service Budget
Fiscal Year 2021

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2021 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2018	ACTUAL FY 2019	ADOPTED BUDGET FY 2020	ACTUAL THRU JUN-2020	PROJECTED JUL- SEP-2020	TOTAL PROJECTED FY 2020	ANNUAL BUDGET FY 2021
Interest - Investments	\$ 787	\$ 984	\$ 500	\$ 219	\$ 73	\$ 292	\$ 400
Special Assmnts- Tax Collector	437,163	437,163	437,163	437,163	-	437,163	437,163
Special Assmnts- Discounts	(16,718)	(16,652)	(17,487)	(16,756)	-	(16,756)	(17,487)
TOTAL REVENUES	421,232	421,495	420,176	420,626	73	420,699	420,076
EXPENDITURES							
<i>Administrative</i>							
Misc-Assessmnt Collection Cost	6,821	7,781	8,743	8,482	-	8,482	8,743
Total Administrative	6,821	7,781	8,743	8,482	-	8,482	8,743
<i>Debt Service</i>							
Principal Debt Retirement Series A-1	155,000	160,000	165,000	165,000	-	165,000	165,000
Principal Debt Retirement Series A-2	40,000	45,000	45,000	45,000	-	45,000	45,000
Principal Prepayment Series A-1	10,000	-	-	10,000	-	10,000	-
Interest Expense Series A-1	152,186	148,699	145,019	145,019	-	145,019	140,688
Interest Expense Series A-2	61,950	59,325	56,963	56,963	-	56,963	54,075
Total Debt Service	419,136	413,024	411,982	421,982	-	421,982	404,763
TOTAL EXPENDITURES	425,957	420,805	420,725	430,464	-	430,464	413,506
Excess (deficiency) of revenues							
Over (under) expenditures	(4,725)	690	(549)	(9,838)	73	(9,765)	6,570
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance	-	690	(549)	-	-	-	6,570
TOTAL OTHER SOURCES (USES)	-	690	(549)	-	-	-	6,570
Net change in fund balance	(4,725)	690	(549)	(9,838)	73	(9,765)	6,570
FUND BALANCE, BEGINNING	330,981	326,256	326,946	326,946	-	326,946	317,181
FUND BALANCE, ENDING	\$ 326,256	\$ 326,946	\$ 326,397	\$ 317,108	\$ 73	\$ 317,181	\$ 323,751

Budget Narrative
Fiscal Year 2021

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.

AMORTIZATION SCHEDULE

SPECIAL ASSESSMENT REFUNDING BONDS

Period Ending	Total Outstanding Par Balance	Principal	Extraordinary Redemption	Coupon	Interest	Debt Service	Annual Debt Service
11/1/2020	3,350,000				70,344	70,344	307,853
5/1/2021	3,350,000	165,000		3.0%	70,344	235,344	
11/1/2021	3,185,000				67,869	67,869	303,213
5/1/2022	3,185,000	170,000		3.3%	67,869	237,869	
11/1/2022	3,015,000				65,064	65,064	302,933
5/1/2023	3,015,000	180,000		3.5%	65,064	245,064	
11/1/2023	2,835,000				61,914	61,914	306,978
5/1/2024	2,835,000	185,000		3.8%	61,914	246,914	
11/1/2024	2,650,000				58,445	58,445	305,359
5/1/2025	2,650,000	190,000		3.9%	58,445	248,445	
11/1/2025	2,460,000				54,788	54,788	303,233
5/1/2026	2,460,000	200,000		4.0%	54,788	254,788	
11/1/2026	2,260,000				50,788	50,788	305,575
5/1/2027	2,260,000	210,000		4.5%	50,788	260,788	
11/1/2027	2,050,000				46,115	46,115	306,903
5/1/2028	2,050,000	220,000		4.5%	46,115	266,115	
11/1/2028	1,830,000				41,220	41,220	307,335
5/1/2029	1,830,000	230,000		4.5%	41,220	271,220	
11/1/2029	1,600,000				36,103	36,103	307,323
5/1/2030	1,600,000	240,000		4.5%	36,103	276,103	
11/1/2030	1,360,000				30,763	30,763	306,865
5/1/2031	1,360,000	250,000		4.5%	30,763	280,763	
11/1/2031	1,110,000				25,200	25,200	305,963
5/1/2032	1,110,000	260,000		4.5%	25,200	285,200	
11/1/2032	850,000				19,350	19,350	304,550
5/1/2033	850,000	275,000		4.5%	19,350	294,350	
11/1/2033	575,000				13,163	13,163	307,513
5/1/2034	575,000	285,000		4.5%	13,163	298,163	
11/1/2034	290,000				6,750	6,750	304,913
5/1/2035	290,000	300,000		4.5%	6,750	306,750	
11/1/2035							306,750
		3,360,000			1,295,745	4,655,745	4,893,254

AMORTIZATION SCHEDULE

SPECIAL ASSESSMENT REFUNDING BONDS

Period Ending	Total Outstanding Par Balance	Principal	Extraordinary Redemption	Coupon	Interest	Debt Service	Annual Debt Service
11/1/2020	1,030,000				27,038	27,038	
5/1/2021	1,030,000	45,000		5.3%	27,038	72,038	99,075
11/1/2021	985,000				25,856	25,856	
5/1/2022	985,000	50,000		5.3%	25,856	75,856	101,713
11/1/2022	935,000				24,544	24,544	
5/1/2023	935,000	50,000		5.3%	24,544	74,544	99,088
11/1/2023	885,000				23,231	23,231	
5/1/2024	885,000	55,000		5.3%	23,231	78,231	101,463
11/1/2024	830,000				21,788	21,788	
5/1/2025	830,000	60,000		5.3%	21,788	81,788	103,575
11/1/2025	770,000				20,213	20,213	
5/1/2026	770,000	60,000		5.3%	20,213	80,213	100,425
11/1/2026	710,000				18,638	18,638	
5/1/2027	710,000	65,000		5.3%	18,638	83,638	102,275
11/1/2027	645,000				16,931	16,931	
5/1/2028	645,000	70,000		5.3%	16,931	86,931	103,863
11/1/2028	575,000				15,094	15,094	
5/1/2029	575,000	70,000		5.3%	15,094	85,094	100,188
11/1/2029	505,000				13,256	13,256	
5/1/2030	505,000	75,000		5.3%	13,256	88,256	101,513
11/1/2030	430,000				11,288	11,288	
5/1/2031	430,000	80,000		5.3%	11,288	91,288	102,575
11/1/2031	350,000				9,188	9,188	
5/1/2032	350,000	80,000		5.3%	9,188	89,188	98,375
11/1/2032	270,000				7,088	7,088	
5/1/2033	270,000	85,000		5.3%	7,088	92,088	99,175
11/1/2033	185,000				4,856	4,856	
5/1/2034	185,000	90,000		5.3%	4,856	94,856	99,713
11/1/2034	95,000				2,494	2,494	
5/1/2035	95,000	95,000		5.3%	2,494	97,494	99,988
11/1/2035	-						
		1,030,000	-		483,000	1,513,000	1,513,000

Oak Creek

Community Development District

Supporting Budget Schedules

Fiscal Year 2021

**Comparison of Non-Ad Valorem Assessment Rates
Fiscal Year 2021 vs. Fiscal Year 2020**

Product	General Fund 001			2015A DS Per Unit			Total Assessments per Unit			O&M	Bond	Prepaid
	FY 2021	FY 2020	Percent Change	FY 2021	FY 2020	Percent Change	FY 2021	FY 2020	Percent Change	Units	Units 2015	Units
50' lot	\$838.73	\$793.25	5.7%	\$730.20	\$730.20	0.0%	\$1,568.93	\$1,523.45	3.0%	272	270	0
60' lot	\$1,006.48	\$951.90	5.7%	\$863.34	\$863.34	0.0%	\$1,869.82	\$1,815.24	3.0%	278	278	0
										550	548	0

RESOLUTION 2020-07**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, 2020, AND ENDING SEPTEMBER 30, 2021; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2020, 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, 2020 and ending September 30, 2021 (“**Fiscal Year 2020/2021**”) 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 1st 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, 2021.”
- 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 2020/2021, 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 2020/2021 or within 60 days following the end of the Fiscal Year 2020/2021 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.

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 10th day of August, 2020.

ATTEST:

**OAK CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget

Exhibit B: Assessment Roll

RESOLUTION 2020-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OAK CREEK COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2020/2021; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND 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 the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located 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, 2020 and ending September 30, 2021 ("**Fiscal Year 2020/2021**"), 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 2020/2021; 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. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

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 particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. 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 10th day of August, 2020.

ATTEST:

**OAK CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget

Exhibit B: Assessment Roll

RESOLUTION 2020-06

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
OAK CREEK COMMUNITY DEVELOPMENT DISTRICT
ADOPTING AMENDED AND RESTATED RULES OF
PROCEDURE; PROVIDING A SEVERABILITY CLAUSE;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Oak Creek Community Development District (“**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Pasco County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District has previously adopted Rules of Procedure to govern the administration of the District; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Amended and Restated Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

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

SECTION 1. The attached Amended and Restated Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amended and Restated Rules of Procedure replace all prior versions of the Rules of Procedure, and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 10th day of August 2020.

ATTEST:

**OAK CREEK COMMUNITY DEVELOPMENT
DISTRICT**

Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended and Restated Rules of Procedure

EXHIBIT A:
AMENDED AND RESTATED RULES OF PROCEDURE

**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, June 8, 2020 at 6:16 p.m. via Zoom Meeting, website: <https://us02web.zoom.us/j/83783676868>, Meeting ID 837 8367 6868, call in number 929-205-6099.

Present and constituting a quorum were:

David Gerald	Chairman
Sam Watson	Vice Chairman
Ryan Gilbertsen	Assistant Secretary
Adam Silva	Assistant Secretary
Lisa Vaile	Assistant Secretary

Also present:

Mark Vega	District Manager
Jason Walters	District Counsel
Robert Dvorak	District Engineer
Residents	

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

FIRST ORDER OF BUSINESS

Call to Order / Roll Call

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

SECOND ORDER OF BUSINESS

Pledge of Allegiance

- The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Public Comments on Agenda Items (3) Minute Time Limit

- Resident Comments were received.

FOURTH ORDER OF BUSINESS

Consent Agenda

- A. Minutes of the May 11, 2020 Meeting
- B. Acceptance of the Financial Report
- C. Motion to Approve Not-to-Exceed \$5,200.00 from Capital Expenditures and Projects, Miscellaneous-Contingency to Procure No Trespassing/No Fishing Vandal Proof Sign's Compliant with Florida Statute 810 to be installed by Oak Creek CDD Maintenance Staff in the Ground with One Bag of Concrete Per Sign
- Mr. Vega noted signs will be installed by the Oak Creek CD Maintenance Staff. Each sign post will have one bag of concrete. A pallet of 56 bags of concrete will be delivered by Home Depot.

- Mr. Vega noted all the postings of the signs will be in the middle of the CDD easements on a property line in a pond. This will be seen if someone walks to the property line between their house and another house.
- The signage says No Trespassing because that is what the statute is. If you cannot trespass, you cannot fish, you cannot swim, you cannot boat, you cannot be there.
- He noted this is a CDD Board, all members are elected by residents. These are the people who make decisions for the community.
- A map was put up on the screen to show where the signage would be.
- Mr. Vega noted if someone is opposed to the signs, then he needs someone to pull Item C from the Consent Agenda before he asks for a motion to approve.
- Long discussion ensued by the Board on No Trespassing/No Fishing signs.

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

FIFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

i. Amenity Reopening Plan

- Mr. Vega noted regarding the pool, we are at the limit of 30 residents. We were able to keep social distancing. Does the Board want to go higher than 30? We do not have enough cleaning material to wipe down every chair and we cannot use bleach on them. We eliminated the chairs. This information is on the signup genius website.
- As of June 5th, the Governor said we can go to Phase 2.
- Mr. Vega noted this Board is the local municipal entity as such has the power on how you want to open. Do you want to open the playgrounds? We can put a sign up, “please wash and sanitize your hands”. We have five pool attendants.
- Mr. Silva noted if the CDC recommends it and Mr. Walters recommends it, we need to do daily cleaning. We do need to reopen those amenities.
- Mr. Watson noted you have covered the daily wiping of the kiddy park, the toddler parks and the swings. If we are going to do a daily cleaning in the morning and in the evening, let us open the whole place. Pool closing is at 7:30 p.m. There will be 30 minutes for cleaning.
- Mr. Vega noted we will do a daily cleaning of swing sets and the playground once a day.
- Mr. Vega noted before making a motion, he wanted to recap: we are opening the playgrounds, opening the swing sets, we are opening the basketball courts all with one cleaning a day. The pool will be open with a limit of 80 people at one time. We will do cleaning in the morning and in the evening. The chairs are put away.

○

On MOTION by Mr. Gilbertsen seconded by Mr. Watson with all in favor opening the playgrounds, opening the swing sets with one cleaning a day for those areas, opening the basketball courts, opening the pool with a limit of 80 people at one time, cleaning in the morning and in the evening and leaving the chairs put away, was approved.

- Mr. Walters noted when you see the last Executive Order and have questions, contact him. The virtual meetings are currently extended to either June 30th or July 7th.
- Mr. Gerald discussed the basketball court contractor and the vendors insurance.
- Mr. Walters sent the letter pursuant to Florida Statutes which gives them 30 days to respond to the demand for insurance coverage and provisions. His office is a little understaffed due to the COVID-19 situation. However, the letter was sent certified to the contractor today and they have 30 days to respond. He will keep the Board informed.

B. District Engineer

i. Discussion on Resident Pool (24-foot x 4.5 foot hole) in CDD Drainage Easement

- Mr. Vega noted this topic is a resident asking for a variance because they want to put in an inground pool in the easement.
- Mr. Dvorak noted the easements are there so the CDD can access the drainage system for inspection and maintenance purposes. The CDD is the legal operational and maintenance entity as far as the Water Management District and the County is concerned.
- When you go through the permitting process with both agencies, they require you provide adequate access to all the drainage facilities. The District and the County have the right to come and inspect the facilities whenever they want, and they must be able to get unobstructed access.
- If the CDD failed to adequately maintain the drainage system, the County has the right to come in and take care of the maintenance or resolve a problem on their own.
- If the SWFMD did an inspection and found a problem, they would send letters or fine you.
- Those two agencies are primarily concerned with the grades in the ground cover.
- Mr. Dvorak noted with respect to excavation of a hole or placing a large quantity of a fill and changes the grade is not something he recommends.
- Mr. Gerald noted the HOA were doing their due diligence. The biggest issue is this resident must move these 2 feet. The resident would have to move two rows of pavers.
- Mr. Gerald thought this resident would attend this meeting.

- Mr. Vega will contact the resident and tell him to contact the HOA if he moves it over 2 feet. It will be in the HOA hands.

C. District Manager

i. Discussion on Fiscal Year 2021 Budget

- Mr. Vega noted we approved this proposed budget last month. On page 32 you see a net change in the Fund Balance. Our Maintenance employee Bruce has saved the CDD a lot of money because we had the drains around the pool curbing cleaned out, the floor drains by the bathrooms cleaned out. We had a breaker go out in the pool pump housing area and the pump area turned into a mini pool. Bruce is working on the drainage system there and found the blockage.
- We have not receiving any more tax funds. There may be more tax funds that may come in by the end of June. We are 99% collected. There will be no funds coming in from now until last week of November or the first week of December. We have \$46,025 in Reserves-Clubhouse. Our total Unassigned cash is \$49,595.
- Mr. Vega noted that he reviewed every invoice with the Accountant and adjusted the projections in the current budget.

ii. Follow Up

- Mr. Vega noted there is a lot of erosion on pond 457. He received two quotes and is waiting for two more.
- Mr. Vega noted the fences on 457 have been a problem for a long time.
- Mr. Gerald noted if there is a problem, we must address it.
- Mr. Vega noted LMP has not raised their price. That is a very labor-intensive portion of the contract, Pond 457. He expects them to raise their price next year.
- He and Mr. Dvorak will look at the problem. He will have Mr. Dvorak review the quotes.
- He noted the two trash cans to be installed cost almost \$1,000 each.
- The Board can discuss projects at the August Board if time permits or at the October Board meeting. He put in all projects on the capital plan; the overlay on the asphalt, sealer on the pool deck, lumen testing on the pool.
- If you want to do the Nature Bridge by the pool, it will take two years to save for that. If you want to do a Clubhouse, that is seven years to save to do that.
- Mr. Vega noted this year we had seven meetings. We are budgeting for 12 meetings next year. Do we need to change that to 9, 6, 7? He will ask in August how many meetings the Board wants.
- He spoke about employees working now. He noted he has five pool attendants with nobody working over 40 hours.

- Mr. Vega noted someone hit a tree on Spring Oak Trail. He does not know the person's name. We are writing a letter to FHP to inform them we are the property owner. He has a quote from LMP to replace the tree. We will apply that to the person who hit the tree. It is near the bench by Pond 1. It is missing a side of bark.
- Discussion ensued on meetings and workshops for Fiscal Year 2021.
- Mr. Vega noted JMT contacted Pasco County about the pothole on the corner of Spring Oak Trail and Handcart. They will fix that soon.

SIXTH ORDER OF BUSINESS**Supervisor Requests and Comments**

- Mr. Gilbertsen commented on the pool reopening. He noted last summer we started to have a pothole open near a manhole cover near the pool. Before it was on the westbound lane, and now it is on eastbound lane and wanted it checked out before it becomes a big issue.
- Mr. Dvorak will check into this.
- Mr. Watson commented on the chemical controller and asked Mr. Vega to have them give the passcode again.
- Mr. Vega reminded everyone the next Board meeting will be August 10th. He is hoping the meeting will be in person.

SEVENTH ORDER OF BUSINESS**Audience Comments on other Items (3)
Minute Time Limit**

- Audience comments were received.

EIGHTH ORDER OF BUSINESS**Adjournment**

On MOTION by Ms. Vaile and Mr. Gilbertsen with all in favor the meeting was adjourned at 8:38 p.m.

**Oak Creek
Community Development District**

Financial Report

June 30, 2020

Prepared by:



Table of Contents

FINANCIAL STATEMENTS

Balance Sheet - All Funds	Page 1
Statement of Revenues, Expenditures and Changes in Fund Balances	
General Fund	Page 2 - 4
Debt Service Fund	Page 5

SUPPORTING SCHEDULES

Non-Ad Valorem Special Assessments	Page 6
Cash and Investment Report	Page 7
Bank Reconciliation	Page 8
Check Register	Page 9 - 10

**Oak Creek
Community Development District**

Financial Statements

(Unaudited)

June 30, 2020

Balance Sheet

June 30, 2020

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>			
Cash - Checking Account	\$ 146,370	\$ -	\$ 146,370
Due From Other Funds	-	4,718	4,718
Investments:			
Money Market Account	122,099	-	122,099
Acquisition Fund	-	7,910	7,910
Prepayment Fund (A-2)	-	1,535	1,535
Reserve Fund (A-1)	-	153,927	153,927
Reserve Fund (A-2)	-	51,978	51,978
Revenue Fund A	-	97,040	97,040
Deposits	3,055	-	3,055
TOTAL ASSETS	\$ 271,524	\$ 317,108	\$ 588,632
<u>LIABILITIES</u>			
Accounts Payable	\$ 7,191	\$ -	\$ 7,191
Accrued Expenses	1,317	-	1,317
Due To Other Funds	4,718	-	4,718
TOTAL LIABILITIES	13,226	-	13,226
<u>FUND BALANCES</u>			
Nonspendable:			
Deposits	3,055	-	3,055
Restricted for:			
Debt Service	-	317,108	317,108
Assigned to:			
Operating Reserves	116,045	-	116,045
Reserves - Clubhouse	45,025	-	45,025
Unassigned:	94,173	-	94,173
TOTAL FUND BALANCES	\$ 258,298	\$ 317,108	\$ 575,406
TOTAL LIABILITIES & FUND BALANCES	\$ 271,524	\$ 317,108	\$ 588,632

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUN-20 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ 5,000	\$ 1,086	21.72%	\$ 33
Interest - Tax Collector	-	54	0.00%	-
Special Assmnts- Tax Collector	480,391	480,392	100.00%	3,343
Special Assmnts- Discounts	(19,216)	(18,413)	95.82%	100
Other Miscellaneous Revenues	-	2,279	0.00%	-
Access Cards	100	390	390.00%	120
TOTAL REVENUES	466,275	465,788	99.90%	3,596
<u>EXPENDITURES</u>				
<u>Administration</u>				
P/R-Board of Supervisors	24,000	5,600	23.33%	1,000
FICA Taxes	1,836	747	40.69%	77
ProfServ-Arbitrage Rebate	1,200	600	50.00%	-
ProfServ-Dissemination Agent	5,000	-	0.00%	-
ProfServ-Engineering	20,000	16,353	81.77%	-
ProfServ-Legal Services	24,000	8,459	35.25%	1,410
ProfServ-Mgmt Consulting Serv	44,805	33,604	75.00%	3,734
ProfServ-Property Appraiser	150	150	100.00%	-
ProfServ-Trustee Fees	3,433	3,233	94.17%	-
ProfServ-Web Site Maintenance	2,729	3,245	118.91%	348
Auditing Services	3,523	3,500	99.35%	-
Postage and Freight	1,500	165	11.00%	8
Rentals & Leases	600	300	50.00%	200
Public Officials Insurance	2,481	355	14.31%	-
Printing and Binding	1,500	225	15.00%	-
Legal Advertising	1,000	270	27.00%	-
Misc-Assessmnt Collection Cost	9,608	9,321	97.01%	150
Misc-Contingency	50	8	16.00%	-
Office Supplies	412	-	0.00%	-
Annual District Filing Fee	175	175	100.00%	-
Total Administration	148,002	86,310	58.32%	6,927
<u>Public Safety</u>				
Contracts-Security Services	3,360	3,280	97.62%	1,040
Total Public Safety	3,360	3,280	97.62%	1,040

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUN-20 ACTUAL
<u>Electric Utility Services</u>				
Electricity - Streetlighting	23,000	14,919	64.87%	1,876
Utility Services	15,460	7,491	48.45%	876
Total Electric Utility Services	38,460	22,410	58.27%	2,752
<u>Garbage/Solid Waste Services</u>				
Utility - Refuse Removal	698	632	90.54%	58
Solid Waste Disposal Assessm.	623	677	108.67%	-
Total Garbage/Solid Waste Services	1,321	1,309	99.09%	58
<u>Water-Sewer Comb Services</u>				
Utility Services	10,000	6,848	68.48%	1,176
Total Water-Sewer Comb Services	10,000	6,848	68.48%	1,176
<u>Flood Control/Stormwater Mgmt</u>				
Contracts-Aquatic Control	23,964	18,321	76.45%	2,055
Stormwater Assessment	885	894	101.02%	-
R&M-Storm Water - Pond	16,100	6,694	41.58%	-
Total Flood Control/Stormwater Mgmt	40,949	25,909	63.27%	2,055
<u>Other Physical Environment</u>				
Contracts-Landscape	84,000	63,000	75.00%	7,000
Liability/Property Insurance	9,438	9,876	104.64%	-
R&M-Entry Feature	1,500	-	0.00%	-
R&M-Irrigation	5,000	5,540	110.80%	1,562
R&M-Mulch	15,000	4,439	29.59%	4,439
R&M-Plant&Tree Replacement	10,000	2,776	27.76%	-
Total Other Physical Environment	124,938	85,631	68.54%	13,001
<u>Capital Expenditures & Projects</u>				
Misc-Holiday Lighting	-	13,400	0.00%	-
Capital Improvements	30,807	67,901	220.41%	-
Total Capital Expenditures & Projects	30,807	81,301	263.90%	-

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUN-20 ACTUAL
<u>Road and Street Facilities</u>				
R&M-Bike Paths & Asphalt	1,500	-	0.00%	-
R&M-Parking Lots	1,500	-	0.00%	-
R&M-Sidewalks	3,000	-	0.00%	-
R&M-Streetlights	1,000	-	0.00%	-
Total Road and Street Facilities	7,000	-	0.00%	-
<u>Clubhouse, Parks and Recreation</u>				
Contracts-Mgmt Services	10,296	7,722	75.00%	858
Contracts-Pools	9,540	6,872	72.03%	1,590
Contractual Maint. Services	25,000	34,508	138.03%	7,098
Telephone/Fax/Internet Services	1,788	1,359	76.01%	151
R&M-Facility	7,500	9,694	129.25%	1,524
R&M-Pools	400	1,910	477.50%	635
R&M-Playground	1,000	3,526	352.60%	-
Op Supplies - General	5,500	3,514	63.89%	22
Total Clubhouse, Parks and Recreation	61,024	69,105	113.24%	11,878
TOTAL EXPENDITURES	465,861	382,103	82.02%	38,887
Excess (deficiency) of revenues				
Over (under) expenditures	414	83,685		(35,291)
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	414	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	414	-	0.00%	-
Net change in fund balance	\$ 414	\$ 83,685		\$ (35,291)
FUND BALANCE, BEGINNING (OCT 1, 2019)	174,613	174,613		
FUND BALANCE, ENDING	\$ 175,027	\$ 258,298		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUN-20 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ 500	\$ 219	43.80%	\$ 3
Special Assmnts- Tax Collector	437,163	437,163	100.00%	3,042
Special Assmnts- Discounts	(17,487)	(16,756)	95.82%	91
TOTAL REVENUES	420,176	420,626	100.11%	3,136
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessmnt Collection Cost	8,743	8,482	97.01%	137
Total Administration	8,743	8,482	97.01%	137
<u>Debt Service</u>				
Principal Debt Retirement A-1	165,000	165,000	100.00%	-
Principal Debt Retirement A-2	45,000	45,000	100.00%	-
Prepayments Series A-2	-	10,000	0.00%	-
Interest Expense Series A-1	145,019	145,019	100.00%	-
Interest Expense Series A-2	56,963	56,963	100.00%	-
Total Debt Service	411,982	421,982	102.43%	-
TOTAL EXPENDITURES	420,725	430,464	102.31%	137
Excess (deficiency) of revenues Over (under) expenditures	(549)	(9,838)		2,999
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(549)	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	(549)	-	0.00%	-
Net change in fund balance	\$ (549)	\$ (9,838)		\$ 2,999
FUND BALANCE, BEGINNING (OCT 1, 2019)	326,946	326,946		
FUND BALANCE, ENDING	\$ 326,397	\$ 317,108		

**Oak Creek
Community Development District**

Supporting Schedules

June 30, 2020

**Non-Ad Valorem Special Assessments - Pasco County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2020**

					ALLOCATION BY FUND	
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	General Fund	Debt Service Fund
Assessments Levied FY 2020				\$ 917,555	\$ 480,392	\$ 437,163
Allocation %				100%	52%	48%
11/08/19	\$ 3,413	\$ 193	\$ 70	\$ 3,675	\$ 1,924	\$ 1,751
11/15/19	29,703	1,263	606	31,572	16,530	15,042
11/22/19	113,275	4,816	2,312	120,403	63,038	57,365
11/27/19	32,508	1,382	663	34,554	18,091	16,463
12/06/19	609,850	25,929	12,446	648,225	339,383	308,842
12/13/19	28,653	1,204	585	30,442	15,938	14,504
12/20/19	5,637	178	115	5,930	3,105	2,825
01/10/20	8,148	257	166	8,571	4,487	4,084
02/11/20	6,843	161	140	7,144	3,740	3,404
03/10/20	3,402	30	69	3,502	1,834	1,669
04/06/20	13,250	0	270	13,521	7,079	6,442
05/11/20	3,611	(54)	74	3,630	1,901	1,730
06/08/20	3,076	(91)	63	3,047	1,595	1,452
06/15/20	3,215 1	(100)	224 2	3,339	1,748	1,591
TOTAL	\$ 864,583	\$ 35,168	\$ 17,803	\$ 917,555	\$ 480,392	\$ 437,163
% COLLECTED				100%	100%	100%
TOTAL O/S				\$ (0)	\$ (0)	\$ (0)

Cash and Investment Report
June 30, 2020

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
<u>GENERAL FUND</u>					
Checking Account - Operating	Synovus	Public Funds Checking	n/a	0.00%	\$110,849
Checking Account - Operating	BB&T	Checking	n/a	0.00%	35,521
Subtotal - Operating					146,370
Public Funds Money Market	BankUnited	Money Market #0623	n/a	0.25%	122,099
Subtotal-General Fund					\$268,469
<u>DEBT SERVICE FUND</u>					
Series 2015 Acquisition Fund	US Bank	Open Ended Comm. Paper	n/a	0.02%	\$7,910
Series 2015 Prepayment A-2	US Bank	Open Ended Comm. Paper	n/a	0.02%	1,535
Series 2015 Reserve Fund A-1	US Bank	Open Ended Comm. Paper	n/a	0.02%	153,927
Series 2015 Reserve Fund A-2	US Bank	Open Ended Comm. Paper	n/a	0.02%	51,978
Series 2015 Revenue Account	US Bank	Open Ended Comm. Paper	n/a	0.02%	97,040
Subtotal-Debt Service Fund					\$312,390
Total - All Funds					\$580,859

Oak Creek CDD

Bank Reconciliation

Page Number 44

Bank Account No. 4502 SYNOVUS GF Checking
Statement No. 06-20
Statement Date 6/30/2020

G/L Balance (LCY)	110,849.02	Statement Balance	115,789.99
G/L Balance	110,849.02	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	115,789.99
Subtotal	110,849.02	Outstanding Checks	4,940.97
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	110,849.02	Ending Balance	110,849.02
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
6/24/2020	Payment	2275	INFRAMARK, LLC	4,599.25	0.00	4,599.25
6/24/2020	Payment	2276	COMPLETE I.T. SERVICE & SOLUTIONS	97.65	0.00	97.65
6/25/2020	Payment	2280	SAMUEL E. WATSON, JR	184.70	0.00	184.70
6/29/2020	Payment	DD272	Payment of Invoice 003128	59.37	0.00	59.37
Total Outstanding Checks.....				4,940.97		4,940.97

OAK CREEK COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund For the Period from 5/1/2020 to 6/30/2020 (Sorted by Payee)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001								
001	2248	05/20/20	AQUA TRIANGLE 1 CORP	2954	APRIL POOL SERVICE	Contracts-Pools	534078-57231	\$795.00
001	2248	05/20/20	AQUA TRIANGLE 1 CORP	87174	REPAIRS PER HEALTH DEPT. DRAIN/SIGN	R&M-Pools	546074-57231	\$658.90
001	2248	05/20/20	AQUA TRIANGLE 1 CORP	1913	MAR CLEANING LESS 04/18 OVERPAYMENT	Contracts-Pools	534078-57231	\$511.57
001	2277	06/24/20	AQUA TRIANGLE 1 CORP	87785	SEMI-ANNUAL POOL FILTER CLEANING	R&M-Pools	546074-57231	\$117.45
001	2277	06/24/20	AQUA TRIANGLE 1 CORP	87784	REPLACED BREAKERS FOR POOL PUMP	R&M-Pools	546074-57231	\$119.95
001	2277	06/24/20	AQUA TRIANGLE 1 CORP	87921	REPL BLUE STENNER TUBING FOR FEEDER	R&M-Pools	546074-57231	\$112.50
001	2257	05/28/20	BB&T	042520-6264	CABLE TIES/ GAS	Op Supplies - General	552001-57231	\$22.19
001	2270	06/11/20	BB&T	052620-6264	FACE MASK, FLAGS, GAS	Op Supplies - General	552001-57231	\$211.48
001	2247	05/20/20	COMPLETE I.T. SERVICE & SOLUTIONS	5121	GOOGLE FOR BUSINESS EMAIL ACCOUNTS	ProfServ-Web Site Maintenance	531094-51301	\$97.65
001	2256	05/28/20	COMPLETE I.T. SERVICE & SOLUTIONS	5172	SETUP TEAMVIEWER	ProfServ-Web Site Maintenance	531094-51301	\$125.00
001	2269	06/11/20	COMPLETE I.T. SERVICE & SOLUTIONS	5180	TECH LABOR FOR INTERNET SVC	ProfServ-Web Site Maintenance	531094-51301	\$125.00
001	2276	06/24/20	COMPLETE I.T. SERVICE & SOLUTIONS	5272	GOOGLE FOR BUSINESS EMAIL ACCOUNTS	ProfServ-Web Site Maintenance	531094-51301	\$97.65
001	2246	05/20/20	FEDEX	7-009-68023	MAY POSTAGE	Postage and Freight	541006-51301	\$43.83
001	2268	06/11/20	FEDEX	7-015-37935	FY21 APR BUDGET	Postage and Freight	541006-51301	\$24.54
001	2249	05/20/20	FLORIDA DEPARTMENT OF HEALTH	51-BID-4646733	51-60-00654 ANNUAL POOL PERMIT	R&M-Pools	546074-57231	\$280.00
001	2242	05/14/20	FRONTIER FLORIDA LLC	050120-3175	APRIL PHONE SERVICE	Telephone/Fax/Internet Services	541009-57231	\$150.98
001	2274	06/18/20	FRONTIER FLORIDA LLC	060120-3175	MAY PHONE SERVICE	Telephone/Fax/Internet Services	541009-57231	\$150.98
001	2235	05/07/20	GOLDEN EYE TECHNOLOGY, LLC	19220MY	MAY MONITORING	Contracts-Security Services	534037-52001	\$280.00
001	2267	06/11/20	GOLDEN EYE TECHNOLOGY, LLC	19220JN	JUNE MONITORING	Contracts-Security Services	534037-52001	\$280.00
001	2240	05/14/20	HOPPING GREEN & SAMS	114425	REVIEW AGENDA/MINUTES/SUNSHINE LAW	ProfServ-Legal Services	531023-51401	\$1,381.00
001	2265	06/11/20	HOPPING GREEN & SAMS	115064	APRIL GEN COUNSEL	ProfServ-Legal Services	531023-51401	\$596.50
001	2254	05/28/20	INFRAMARK, LLC	51497	MAY MGMNT SERVICES	Postage and Freight	541006-51301	\$5.00
001	2254	05/28/20	INFRAMARK, LLC	51497	MAY MGMNT SERVICES	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,733.75
001	2254	05/28/20	INFRAMARK, LLC	51497	MAY MGMNT SERVICES	Contracts-Mgmt Services	534001-57231	\$858.00
001	2275	06/24/20	INFRAMARK, LLC	52315	JUNE MGMNT SERVICES	Postage and Freight	541006-51301	\$7.50
001	2275	06/24/20	INFRAMARK, LLC	52315	JUNE MGMNT SERVICES	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,733.75
001	2275	06/24/20	INFRAMARK, LLC	52315	JUNE MGMNT SERVICES	Contracts-Mgmt Services	534001-57231	\$858.00
001	2243	05/14/20	JMT	21-155852	BOARD REVIEW/PLAYGROUND/FLOODING	ProfServ-Engineering	531013-51501	\$1,720.00
001	2271	06/11/20	JMT	22-157133	BOARD MTG/PLAYGROUND EXPANSION	ProfServ-Engineering	531013-51501	\$490.00
001	2278	06/24/20	JMT	23-157844	GEN ENGINEERING THRU 4/26/20 - 05/23/20	ProfServ-Engineering	531013-51501	\$475.00
001	2234	05/07/20	LANDSCAPE MAINTENANCE PROFESSIONALS	151925	MAY GROUNDS MAINTENANCE	Contracts-Landscape	534050-53908	\$7,000.00
001	2234	05/07/20	LANDSCAPE MAINTENANCE PROFESSIONALS	152198	IRR REPAIRS IN GAZEBO IN DOG PARK	R&M-Irrigation	546041-53908	\$700.36
001	2241	05/14/20	LANDSCAPE MAINTENANCE PROFESSIONALS	152224	REPLACED WIRELESS RAIN SENSOR	R&M-Irrigation	546041-53908	\$155.25
001	2241	05/14/20	LANDSCAPE MAINTENANCE PROFESSIONALS	152223	REPLACED RAIN SENSOR	R&M-Irrigation	546041-53908	\$81.75
001	2255	05/28/20	LANDSCAPE MAINTENANCE PROFESSIONALS	151814	BAHIA SOD AT DOG PARK @ CLUBHOUSE	R&M-Plant&Tree Replacement	546170-53908	\$350.00
001	2264	06/04/20	LANDSCAPE MAINTENANCE PROFESSIONALS	152609	JUNE GROUNDS MAINTENANCE	Contracts-Landscape	534050-53908	\$7,000.00
001	2266	06/11/20	LANDSCAPE MAINTENANCE PROFESSIONALS	152960	PLAYGROUND MATTING & NEW MULCH	R&M-Mulch	546059-53908	\$4,438.95
001	2273	06/18/20	LANDSCAPE MAINTENANCE PROFESSIONALS	153003	REPLACE FAULTY IRRIGATION CONTROLLER	R&M-Irrigation	546041-53908	\$270.00
001	1279	05/07/20	OAK CREEK CDD	050420	XFER FUNDS TO CHECKING ACCOUNT	Cash with Fiscal Agent	103000	\$40,000.00
001	1280	06/25/20	OAK CREEK CDD	061220	XFER FUNDS TO CHKING ACCT	Cash with Fiscal Agent	103000	\$45,000.00
001	2258	05/28/20	PASCO COUNTY PROPERTY APPRAISER	052820	NON AD VALOREM ANNUAL FEE	ProfServ-Property Appraiser	531035-51301	\$150.00

OAK CREEK COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund For the Period from 5/1/2020 to 6/30/2020 (Sorted by Payee)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	DD260	05/01/20	WITHLACOOCHEE RIVER ELECTRIC - ACH	04152020 ACH	ELECTRIC SVC 03/10 - 04/09/20	Utility Services	543063-53100	\$872.55
001	DD260	05/01/20	WITHLACOOCHEE RIVER ELECTRIC - ACH	04152020 ACH	ELECTRIC SVC 03/10 - 04/09/20	Electricity - Streetlighting	543013-53100	\$1,857.78
001	DD262	05/06/20	INNOVATIVE EMPLOYER SOLUTIONS-ACH	074856 ACH	PAYROLL FOR WE 4/25/20 415-20209 ACH	415-20209	534378-57231	\$1,299.65
001	DD265	05/04/20	PASCO COUNTY UTILITIES SERVICES BRANCH - ACH	041720 ACH	3/09-4/8/2020 WTR UTILITY ACH	Utility Services	543063-53601	\$1,014.23
001	DD267	05/29/20	INNOVATIVE EMPLOYER SOLUTIONS-ACH	075141	PAYROLL FOR WE /25/20 415-202010 ACH	415-20209	534378-57231	\$1,493.02
001	DD266	05/29/20	WITHLACOOCHEE RIVER ELECTRIC - ACH	05142020 ACH	ELECTRIC SVC 04/09 - 05/11/20	Utility Services	543063-53100	\$936.17
001	DD266	05/29/20	WITHLACOOCHEE RIVER ELECTRIC - ACH	05142020 ACH	ELECTRIC SVC 04/09 - 05/11/20	Electricity - Streetlighting	543013-53100	\$1,863.87
001	DD268	06/01/20	PASCO COUNTY UTILITIES SERVICES BRANCH - ACH	051520 ACH	4/08-5/8/2020 WTR UTILITY ACH	Utility Services	543063-53601	\$1,063.58
001	DD271	06/01/20	WASTE CONNECTIONS OF FLORIDA - ACH	742492	JUNE REFUSE REMOVAL	Utility - Refuse Removal	543020-53401	\$58.20
001	DD269	05/29/20	INNOVATIVE EMPLOYER SOLUTIONS-ACH	075472	PAYROLL FOR WE 5/23/20 415-202011 ACH	415-20209	534378-57231	\$2,126.56
001	DD274	06/29/20	INNOVATIVE EMPLOYER SOLUTIONS-ACH	075783	PAYROLL FOR WE 6/06/20 415-202011 ACH	415-20209	534378-57231	\$3,646.36
001	DD273	06/26/20	WITHLACOOCHEE RIVER ELECTRIC - ACH	06122020 ACH	ELECTRIC SVC 05/11 - 06/09/20	Utility Services	543063-53100	\$875.88
001	DD273	06/26/20	WITHLACOOCHEE RIVER ELECTRIC - ACH	06122020 ACH	ELECTRIC SVC 05/11 - 06/09/20	Electricity - Streetlighting	543013-53100	\$1,876.08
001	DD272	06/29/20	PASCO COUNTY UTILITIES SERVICES BRANCH - ACH	06102020 ACH	4/08-5/8/2020 WTR UTILITY ACH	Utility Services	543063-53601	\$59.37
001	DD275	06/29/20	INNOVATIVE EMPLOYER SOLUTIONS-ACH	076145 ACH	PAYROLL FOR WE 6/20/20 415-202013 ACH	415-20209	534378-57231	\$3,451.51
001	2233	05/05/20	SOLITUDE LAKE MANAGEMENT	PI-A00396076	REMOVAL OF CATTAILS SITE 27(A)	R&M-Storm Water - Pond	546086-53801	\$200.00
001	2244	05/14/20	SOLITUDE LAKE MANAGEMENT	PI-A00404649	MAY AQUATIC MAINT	R&M-Storm Water - Pond	546086-53801	\$2,055.00
001	2272	06/11/20	SOLITUDE LAKE MANAGEMENT	PI-A00421750	JUNE AQUATIC MAINT	R&M-Storm Water - Pond	546086-53801	\$2,055.00
001	2245	05/20/20	TAMPA BAY TIMES	0000078687	QUALIFYING PERIOD FOR CANDIDATES	Legal Advertising	548002-51301	\$107.00
001	2245	05/20/20	TAMPA BAY TIMES	0000079869	NOTICE OF UPCHOING MEETING	Legal Advertising	548002-51301	\$163.00
001	2239	05/07/20	UPBEAT INC	718947	6 CEDAR PICNIC TABLES/SEATS	R&M - Facility	546024-57231	\$4,578.00
001	2261	05/29/20	ADAM T. SILVA	PAYROLL	May 29, 2020 Payroll Posting			\$184.70
001	2281	06/25/20	ADAM T. SILVA	PAYROLL	June 25, 2020 Payroll Posting			\$184.70
001	2262	05/29/20	DAVID J. GERALD	PAYROLL	May 29, 2020 Payroll Posting			\$184.70
001	2282	06/25/20	DAVID J. GERALD	PAYROLL	June 25, 2020 Payroll Posting			\$184.70
001	2259	05/29/20	LISA M. VAILE	PAYROLL	May 29, 2020 Payroll Posting			\$184.70
001	2279	06/25/20	LISA M. VAILE	PAYROLL	June 25, 2020 Payroll Posting			\$184.70
001	2263	05/29/20	RYAN M. GILBERTSEN	PAYROLL	May 29, 2020 Payroll Posting			\$184.70
001	2283	06/25/20	RYAN M. GILBERTSEN	PAYROLL	June 25, 2020 Payroll Posting			\$184.70
001	2260	05/29/20	SAMUEL E. WATSON, JR	PAYROLL	May 29, 2020 Payroll Posting			\$184.70
001	2280	06/25/20	SAMUEL E. WATSON, JR	PAYROLL	June 25, 2020 Payroll Posting			\$184.70
Fund Total								\$156,709.29
SERIES 2015 DEBT SERVICE FUND - 202								
202	2238	05/07/20	OAK CREEK C/O US BANK	050120-SERIES2015	XFER FY20 ASSESSMENTS	Due from other funds	131000	\$11,194.28
Fund Total								\$11,194.28
Total Checks Paid								\$167,903.57

PROPOSED

**Oak Creek Community Development District
Notice of FY 2021 Meeting Dates**

The Board of Supervisors of the Oak Creek Community Development District will hold their meetings for Fiscal Year 2021 at Country Walk Clubhouse, 30400 Country Point Boulevard, Wesley Chapel, Florida at 6:00 p.m. on the second Monday bimonthly unless indicated otherwise:

Regular Meeting Dates

November. 9, 2020 - January 11, 2021 - March 8, 2021 - May 10, 2021 - June 14, 2021 - August 9, 2021

Workshop Dates

Workshops will be held on the dates listed below (the Saturday before the regular meeting) at 9:00 a.m. at the Swim Club located at 34300 Spring Oak Trail, Wesley Chapel, Florida.

November 7, 2020 - January 9, 2021 - March 6, 2021 - May 8, 2021 - June 12, 2021 - August 7, 2021

Meetings may be continued to a date and time certain, which will be announced at the meeting. There may be occasions when one or more Supervisors will participate by telephone.

**Please note that pursuant to Governor DeSantis' Executive Order 20-69 (as extended by Executive Order 20-179 and as it may be further extended or amended) relating to the COVID-19 public health emergency and to protect the public and follow the CDC guidance regarding social distancing, such public hearing and meeting may be held telephonically, virtually, or at another location in the event the above location is not available. Please check the District's website for the latest information: www.oakcreekcdd.org.*

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (954) 603-0033 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

Mark Vega
District Manager

Oak Creek of Pasco County

HOMEOWNERS' ASSOCIATION, INC.

ALTERATION APPLICATION

OWNER'S NAME: Walter Gonzalez DATE: 4/28/2020
 ADDRESS: 6310 DOE PATH Ct. PHONE: 781-203-4201
 EMAIL ADDRESS: _____

DESCRIBE IN DETAIL, TYPE OF ALTERATION AND MATERIALS TO BE USED:

6' PVC Privacy fence > See ATTACHED for
4' PVC Picket fence Details

(IF MORE SPACE IS REQUIRED, PLEASE ATTACH TO THIS FORM. THANK YOU)

An application requesting approval for any alteration which occurs outside the exterior walls of the building, MUST BE ACCOMPANIED BY A COPY OF YOUR LOT SURVEY WITH A SKETCH DRAWN ON IT INDICATING LOCATION, SIZE AND TYPE OF CONSTRUCTION AND A COPY OF THE CONTRACTOR'S ESTIMATE SHOWING A LISTING OF THE MATERIALS TO BE USED. **If your alteration includes exterior painting, please choose a color scheme from the approved color palette book. The color book is available for you to view at the management office located at 2654 Cypress Ridge Blvd. Wesley Chapel FL 33544**

If approval is granted, it is not to be construed to cover approval of any County or City Code Requirements. A building permit from the appropriate building department is needed on most property alterations and/or improvements. The Architectural Review Committee shall have no liability or obligation to determine whether such improvement, alteration and addition comply with any applicable law, rule, regulation, code or ordinance. As a condition precedent to granting approval of any request for a change, alteration or addition to an existing basic structure, the applicant, their hires and assigns thereto, hereby assume sole responsibility for the repair, maintenance or replacement of any such change, alteration or addition. IT IS UNDERSTOOD AND AGREED THAT THE OAK CREEK OF PASCO COUNTY HOMEOWNERS' ASSOCIATION AND INFRAMARK MANAGEMENT, ET AL, ARE NOT REQUIRED TO TAKE ANY ACTION TO REPAIR, REPLACE OR MAINTAIN ANY SUCH APPROVED CHANGE, ALTERATION OR ADDITION, OR ANY STRUCTURE OR ANY OTHER PROPERTY. THE HOMEOWNER AND ITS ASSIGNS ASSUMES ALL RESPONSIBILITY AND COST FOR ANY ADDITION OR CHANGE AND ITS FUTURE UPKEEP AND MAINTENANCE.

DATE: 4/28/2020 OWNER'S SIGNATURE: _____

ACTION TAKEN BY THE ASSOCIATION: _____

DATE: _____ APPROVED: _____ NOT APPROVED: _____

 AUTHORIZED SIGNATURE FOR THE ARCHITECTURAL REVIEW COMMITTEE

Oak Creek of Pasco County

HOMEOWNERS' ASSOCIATION, INC.

ALTERATION APPLICATION

OWNER'S NAME: ARNOLD & PATRICIA Tejera DATE: 4/28/2020
 ADDRESS: 6318 DOE PATH Ct. PHONE: _____
 EMAIL ADDRESS: PATTYTEJERA@gmail.com
 DESCRIBE IN DETAIL, TYPE OF ALTERATION AND MATERIALS TO BE USED:

6' PVC Privacy Fence See Attached for
4' PVC Picket Fence Details
 (IF MORE SPACE IS REQUIRED, PLEASE ATTACH TO THIS FORM. THANK YOU)

An application requesting approval for any alteration which occurs outside the exterior walls of the building, MUST BE ACCOMPANIED BY A COPY OF YOUR LOT SURVEY WITH A SKETCH DRAWN ON IT INDICATING LOCATION, SIZE AND TYPE OF CONSTRUCTION AND A COPY OF THE CONTRACTOR'S ESTIMATE SHOWING A LISTING OF THE MATERIALS TO BE USED. **If your alteration includes exterior painting, please choose a color scheme from the approved color palette book. The color book is available for you to view at the management office located at 2654 Cypress Ridge Blvd. Wesley Chapel FL 33544**

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DATE: 4/28/2020 OWNER'S SIGNATURE: Patricia A. Tejera
 ACTION TAKEN BY THE ASSOCIATION: _____
 DATE: _____ APPROVED: _____ NOT APPROVED: _____

 AUTHORIZED SIGNATURE FOR THE ARCHITECTURAL REVIEW COMMITTEE

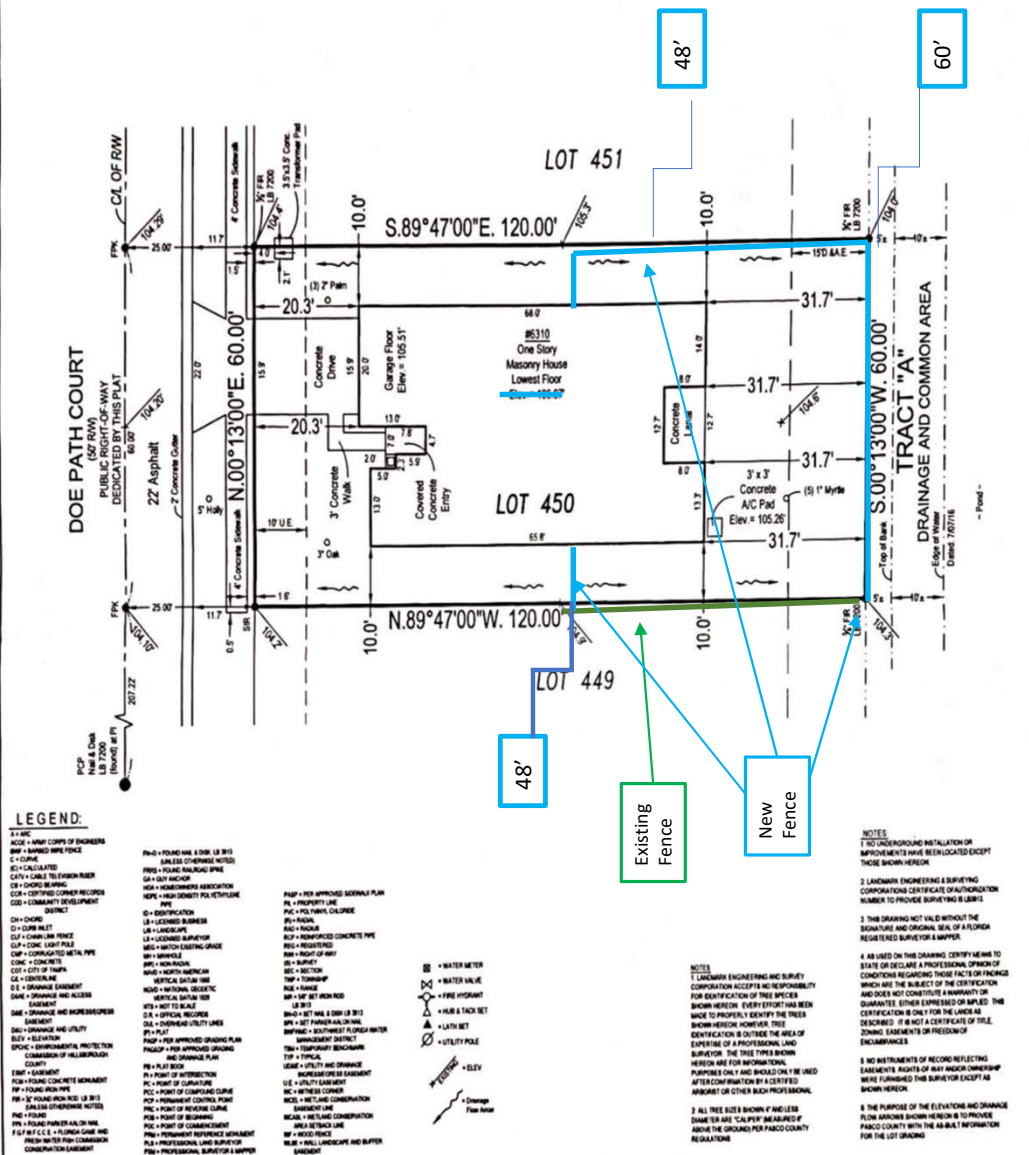
DESCRIPTION: LOT 450, OAK CREEK
PHASE THREE, AS RECORDED IN PLAT BOOK 65,
PAGES 85 - 96, OF THE PUBLIC RECORDS
OF PASCO COUNTY, FLORIDA.

BOUNDARY & AS-BUILT SURVEY

THE PROPERTY DESCRIBED HEREON
IS LOCATED IN FLOOD ZONE "X"
PER FLOOD INSURANCE RATE MAP
NUMBER 12010C0269F, EFFECTIVE
DATE SEPTEMBER 26, 2014, COMMUNITY
No. 120230 PANEL 0269 F.

BASIS OF BEARINGS:
C/L OF R/W FOR DOE PATH COURT
BEARS N.00°13'00"E. PER PLAT.

Scale: 1" = 20'



Total Lot Area in Square Feet ±	7200
------------------------------------	------

VERTICAL DATUM NOTE:
THE ELEVATIONS SHOWN HEREON
ARE REFERENCED TO NGVD 1929.

7200	
This Survey Certified To : Walter Gonzalez-Negron & Joanne Del Valle; Caliber Home Loans;	
Fuentes & Kreischer, P.A.; Chicago Title Insurance Company	

R E V I S I O N S				
Description	Date	Dwn.	Ck'd	Order No.
House Model Revision	12/12/15	BW	CR2	21523197
Lot & Building Stakeout	3/23/16	WEN	BDD	21612818
Form Board Tie-In	4/02/16	CAS	AID	21613363
Final Survey	7/08/16	CAS	<i>CSH</i>	21617242
Drawn: C. Zang	June 06, 2015	Client No: 2054		
Original No.: 2156119		Checked:		
Current No.: 21617242				

SURVEYORS CERTIFICATE

The survey represented hereon conforms to the requirements of Chapter 5J-17, Florida Administrative Code in effect on the Survey Date shown.

TR 7-8-2016
THOMAS MICHAEL ROOKS JR. DATE OF SIGNATURE

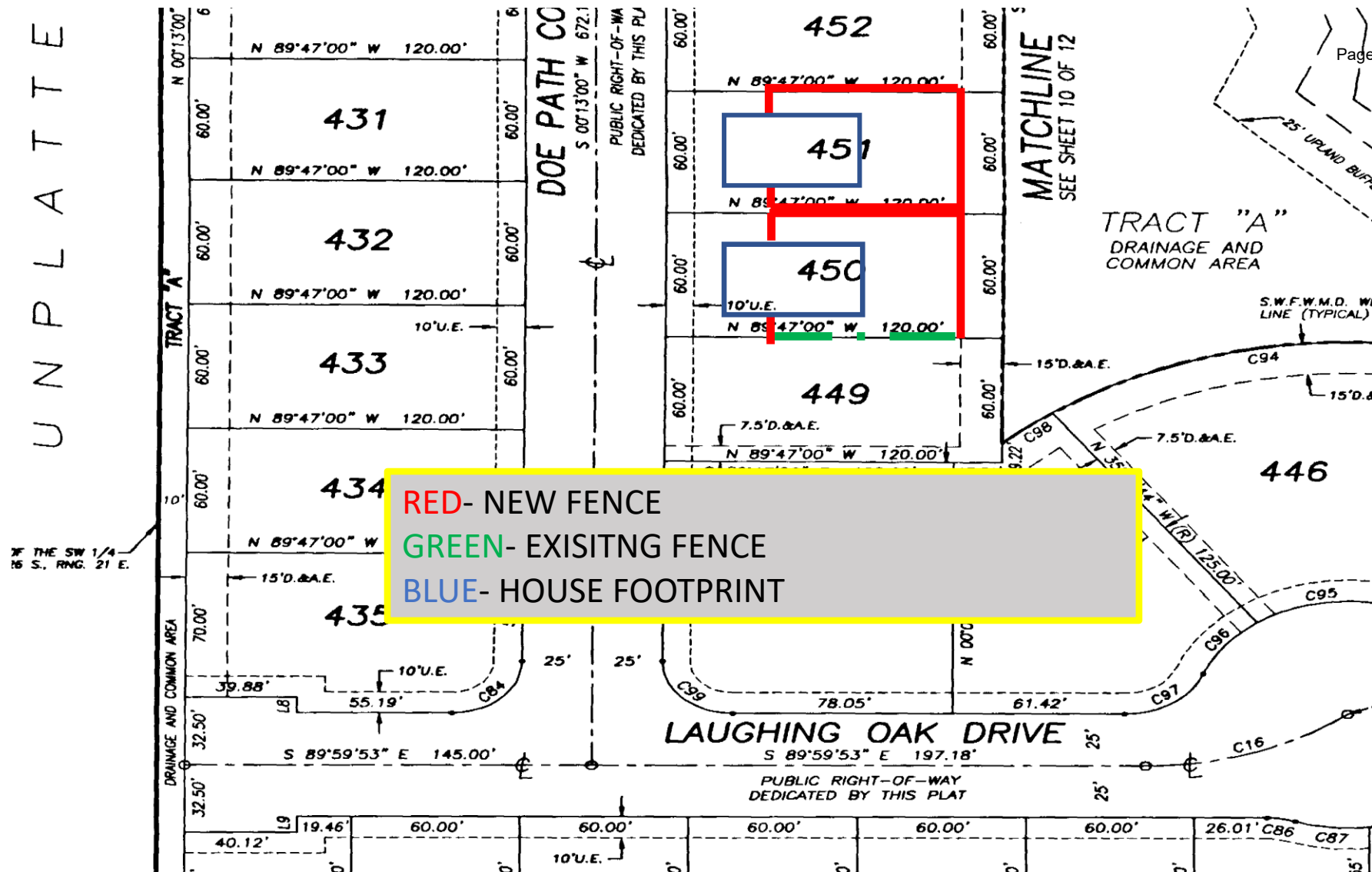
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 6347

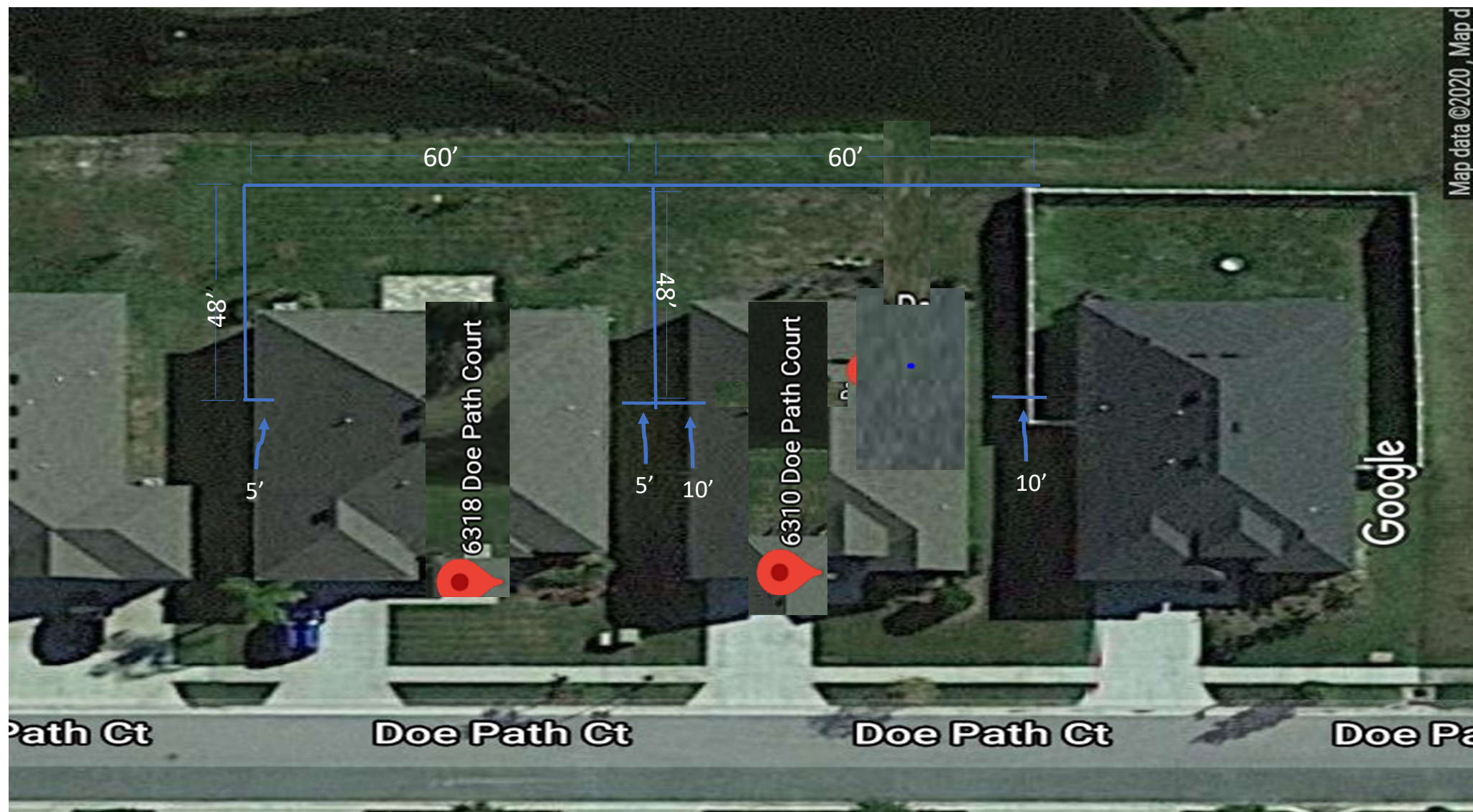
Survey Date: 7/07/2016

LANDMARK
Engineering & Surveying Corporation

8515 Palm River Road Tampa, Florida 33619
(813) 621-7841 (813) 664-1832 (fax)
www.lesc.com L.B. # 3913

Sec.: 6 Twp.: 26 S Rge.: 21 E





After recording, please return to:

District Manager
Oak Creek CDD
2654 Cypress Ridge Boulevard
Suite 101
Wesley Chapel, Florida 33544

AGREEMENT FOR INSTALLATION OF IMPROVEMENTS

This Agreement for Improvements Installation (“**Agreement**”) is entered into as of this _____ day of _____, 20____, by and among _____ (together, “**Owner**”) and the Oak Creek Community Development District (“**CDD**”), a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes.

WITNESSETH:

WHEREAS, Owner is the owner of Lot _____ as per the plat (“**Plat**”) of Oak Creek Phase _____, recorded in Plat Book _____, Pages _____ through _____, et seq., of the Public Records of Pasco County, Florida (“**Property**”);

WHEREAS, Owner desires to erect a fence and related appurtenances (“**Improvements**”) within the CDD drainage easement (“**Drainage Easement**”), located directly behind Owner’s home (“**License Area**”), as shown on the Plat;

WHEREAS, due to the CDD’s legal interests in the Drainage Easement, among other reasons, Owner requires the CDD’s consent before constructing improvements within any portion of the Surface Water Management System, including the Drainage Easement; and

WHEREAS, the CDD has agreed to consent to the installation of the Improvements within the License Area, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is understood and agreed as follows:

1. **Recitals.** The recitals set forth above are acknowledged as true and correct and are incorporated herein by reference.

2. **License for Improvements Installation & Maintenance; Limitation.** Subject to the terms of this Agreement, the CDD hereby grants Owner the right, privilege, and permission to install and maintain removable Improvements on the License Area.

3. **Owner Responsibilities.** The Owner has the following responsibilities:

- a. The Owner shall be fully responsible for the installation and maintenance of the Improvements.

- b. The Owner shall be responsible for ensuring that the installation and maintenance of the Improvements are conducted in compliance with all applicable laws (including but not limited to building codes, set back requirements, etc.).
- c. CDD, by entering into this Agreement, does not represent that CDD has authority to provide all necessary approvals for the installation of the Improvements. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work (including but not limited to any approvals of the Oak Creek of Pasco County Homeowner's Association, Inc. ("**Association**"), as well as any other necessary legal interests and approvals).
- d. The Owner shall ensure that the installation and maintenance of the Improvements does not damage any property of CDD or any third party's property, and, in the event of any such damage, the Owner shall immediately repair the damage or compensate the CDD for such repairs, at the CDD's option.
- e. Owner's exercise of rights hereunder shall not interfere with CDD's rights under the Drainage Easement. For example, if the Improvements include a fence, such fence shall be installed within the Drainage Easement a few inches higher than ground level, so as not to impede the flow of water, or shall otherwise be constructed so as not to impede the flow of water. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any culvert pipe that may be located within the Drainage Easement. It shall be Owner's responsibility to locate and identify any such stormwater improvements and/or utilities.
- f. Upon completion of the installation, the Improvements will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Improvements, and agrees to maintain the Improvements in good condition.
- g. Additionally, the Owner shall keep the License Area free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and the Owner shall immediately discharge any such claim or lien.

4. **Removal and/or Replacement of Improvements.** The permission granted herein is given to Owner as an accommodation and is revocable at any time. Owner acknowledges the legal interest of the CDD in the Drainage Easement described above and agrees never to deny such interest or to interfere in any way with CDD's use. Owner will exercise the privilege granted herein at Owner's own risk, and agrees that Owner will never claim any damages against CDD for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the CDD. Owner further acknowledges that, with adequate written notice, the CDD may remove all, or any portion or portions, of the Improvements installed upon the License Area in order to repair or maintain its facilities at Owner's expense, and that the CDD is not obligated to re-install the Improvements to its original location and is not responsible for any damage to the Improvements, or its supporting structure as a result of the removal.

5. **Indemnification.** Owner agrees to indemnify, defend and hold harmless the CDD, as well as any officers, supervisors, staff, agents and representatives of the CDD, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, this Agreement or the exercise of the privileges granted hereunder.

6. **Covenants Run with the Land.** This Agreement, and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owner" is used herein, it shall be deemed to mean the current owner of the Property and its

successors and assigns. Upon the sale of the Property, the Owner shall advise the subsequent owner of the terms and conditions of this Agreement.

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

8. **Attorney's Fees & Costs.** The prevailing party in any litigation to enforce the terms of this Agreement shall be entitled to reasonable attorney's fees and costs.

9. **Counterparts.** This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and date first above written.

Witnesses:

Owner

By: _____

By: _____

Print Name

By: _____

Print Name

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, He [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[signatures continue on following page]

[SIGNATURE PAGE TO AGREEMENT FOR INSTALLATION OF IMPROVEMENTS]

Witnesses:

Owner

By: _____

By: _____

Print Name

By: _____

Print Name

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ . She [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[signatures continue on following page]

[SIGNATURE PAGE TO AGREEMENT FOR INSTALLATION OF IMPROVEMENTS]

Witnesses:

**Oak Creek
Community Development District**

By:_____

By:_____

Print Name

Chair of the Board of Supervisors

By:_____

Print Name

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ , by _____, as Chair of the Board of Supervisors of the Oak Creek Community Development District, on behalf of said district. He [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

[end of signature pages]

SERVICES CONTRACT

CUSTOMER NAME: Oak Creek CDD – c/o Mark Vega, Inframark
PROPERTY NAME: Oak Creek CDD
CONTRACT DATE: July 21, 2020
SUBMITTED BY: Nick Viles
SPECIFICATIONS: Water Clarity Assessment for Site #19

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. **PAYMENT TERMS.** The fee for the Services is **\$975.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

4. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation

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of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by

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both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. **NOTICE.** Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. **BINDING.** This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Oak Creek CDD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

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SCHEDULE A - WATER QUALITY TESTING SERVICES

SPECIFICATIONS: Water Clarity Assessment for Pond #19 within Oak Creek CDD.

Equipment: Boat and Various Sampling Equipment

Quantity

1

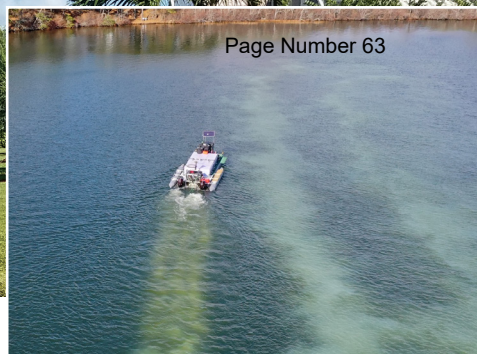
Water Clarity Assessment Package:

(1) Chlorophyll-a, (1) TSS, (1) POM, (1) True Color, (1) Secchi,
(1) Clarity Jar Test for Turbidity and Formal Report.

General:

1. Contractor is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Contractor is a **SePRO Preferred Applicator** and dedicated **Steward of Water**. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions, and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our clients' lakes and ponds as part of an overall integrated pest management program.
4. Contractor guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes and ponds, and are being applied in a manner consistent with their labeling.
5. Contractor is certified in Stormwater BMP (Best Management Practice) Inspection and Maintenance, and is a Certified Compliance Inspector of Water (CCIS).
6. Contractor is a National Stormwater Center Certified Stormwater Inspector.
7. Contractor will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
8. Contractor will furnish personnel, equipment, boats, materials, and other items required to provide the forgoing at his expense.
9. Contractor is dedicated to environmental stewardship in all of its work and maintains a diligent program to recycle all plastic containers, cardboard, paper and other recyclable wastes generated through the performance of our contract work.
10. Contractor will maintain general liability and workman's compensation insurance.

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Proven Solutions for Improving and Restoring Water Quality

Most of the issues lake or pond owners and managers face can be traced to an imbalance in the water quality. Knowing the chemical and biological constituents and demands on your waterbody is essential. Water quality monitoring, testing, and restoration are the backbone of an integrated lake or pond management program and the aquatic biologists at SÖLitude Lake Management® are ready to develop a prescription water quality restoration program that is tailored to your specific needs and goals.

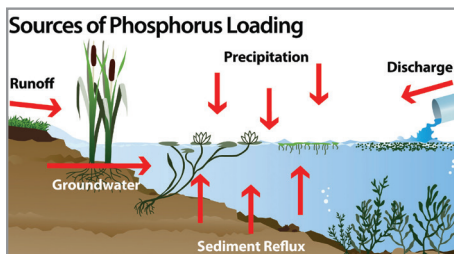
REDUCING PHOSPHORUS POLLUTION IN LAKES AND PONDS

What Happens as Ponds Age?

All lakes and ponds go through a natural aging process called eutrophication, which enriches the pond with chemical nutrients like phosphorus and nitrogen. Cultural eutrophication also occurs when human activity speeds up this aging process by allowing sewage and fertilizers to enter the ecosystem. The excess nutrients can cause algae blooms, poor water clarity and foul odors, while also being detrimental to aquatic life.



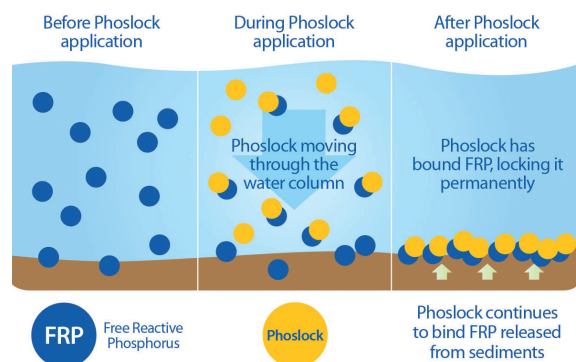
Can Phosphorus be a Pollutant?



When excess phosphorus results in negative impacts to water quality, it may be considered a form of pollution. Even when sources of phosphorus have been curtailed by watershed management practices, such as reduced lawn fertilizer use, shoreline buffers and stormwater management, the years of accumulation of phosphorus in bottom sediments can continue to degrade water quality well into the future.

What Can be Done?

Reduce phosphorus in your lake or pond and break the cycle of internal phosphorus loading with proven phosphorus locking technologies like Phoslock, Alum and Biochar. Phoslock (lanthanum-modified clay) rapidly binds and permanently removes free reactive phosphorous (FRP) from the water column shortly after application, clearing up the pond and returning it to a naturally beautiful state. It is also effective in locking up the phosphorus in the bottom sediments. For chronic nutrient loading or highly turbid water, treatment with Alum (aluminum sulfate) can also be an effective management strategy for restoring water quality and improving clarity in your lake or pond. Biochar is a highly adsorbent material, similar to activated charcoal, that is contained in a sock-like bag which allows water to flow through while pulling nutrients, metals and pollutants from the water. Once the bag is full, it is pulled from the water, physically removing the pollutions from the water column.



THE IMPORTANCE OF WATER QUALITY MONITORING AND TESTING

SOLitude Lake Management offers both field and laboratory testing services in order to provide accurate results, every time. These services are offered throughout the United States and can be tailored to fit the unique needs of each site. So whether you enjoy your water for fishing, swimming, or simply as a scenic view, it's important to have your water tested regularly so you can have the data you need to help keep your water clean and healthy.



On-site Water Quality Consultations

- We evaluate the physical state of your water to include key indicators such as water color and odor, algae presence, pH, temperature, dissolved oxygen, conductivity, and alkalinity.

Laboratory Testing

- In the lab we perform a deeper examination, also measuring ammonia, nitrates, nitrites, phosphates, hardness, iron, salinity, conductivity, and other properties. We can then advise you about what needs to be done to manage your lake or pond effectively.

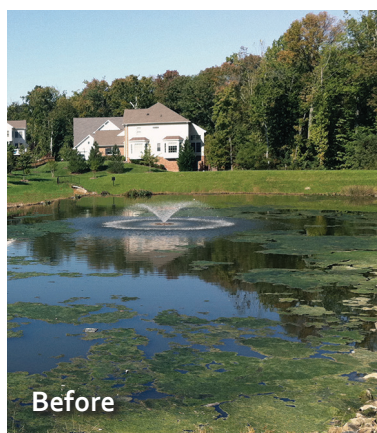
PROVEN RESULTS

Private Community | Success Story

"We have five water features on the property and before SÖLitude Lake Management came, our ponds were full of algae and aquatic weeds, looking very unhealthy. In the past seven years, SÖLitude has cleaned out our ponds and got them back into shape making them look like amazing water features as they should be."

Aaron Tenley
Supervisor

Featured Pond Managed with Phoslock



This stormwater management facility was plagued by algae blooms. The eutrophic pond was treated with Phoslock, which greatly improved the health of the pond.

Find the Right Water Quality Solution for Your Lake or Pond

Call 855.976.9569 to get a conversation started with one of our specialists.

SÖLITUDE
LAKE MANAGEMENT

Learn more about water quality management by downloading
"Nutrient Management Strategies" at solitudelakemanagement.com/waterquality

solitudelakemanagement.com