

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"/> Vivek Babbar, 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 May 16, 2022 – 6:00 P.M.

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

1. **Call to Order / Roll Call**
2. **Pledge of Allegiance**
3. **Audience Comments (3) minute time limit**
4. **Consent Agenda**
 - A. Minutes of the March 21, 2022 Meeting [Page 4]
 - B. Acceptance of the Financial Report [Page 8]
 - C. Acceptance of the Audit for Fiscal Year 2021 [Page 24]
 - D. JMT Labor Rates [Page 63]
 - E. Ratification of Sidewalk Grindings by Inframark [Page 65]
 - F. Ratification of Pressure Washing by Heat Wave [Page 69]
5. **Staff Reports**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 - i. Proposals
 - a. Proposal for Solar Aerator [Page 96]
 - b. Proposal for Basketball Court Resurface [Page 113]
 - c. Proposal for Tree Work on Cliffcreek Court [Page 115]
 - d. Proposal for Irrigation Work in Conjunction with Tree Work on Cliffcreek Court [Page 117]
6. **Supervisor Requests and Comments**
7. **Adjournment**

Next Meeting June 20, 2022

Reminder there is no July meeting

Meeting Location at District Office:
2654 Cypress Ridge Boulevard, Suite 101
Wesley Chapel, FL 33544

www.oakcreekcdd.org

Fourth Order of Business

4A.

MINUTES OF MEETING OAK CREEK COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Oak Creek Community Development District was held on Monday, March 21, 2022 at 6:00 p.m. in the Inframark Office, 2654 Cypress Ridge Road, Suite 101, Wesley Chapel, Florida.

Present and constituting a quorum were:

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

Also, present:

Mark Vega	District Manager
Robert Dvorak	District Engineer (via phone)
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

- None.

FOURTH ORDER OF BUSINESS

Consent Agenda

- A. Minutes of February 21, 2022 Audit Committee and Regular Meeting
- B. Acceptance of the Financial Report
- C. GE Resolution 2022-2

On MOTION by Mr. Silva seconded by Mr. Watson, with all in favor, the Consent Agenda was approved as amended. 4/0

FIFTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
- None.

B. District Engineer

i. Discussion of Stormwater Needs Analysis

- Mr. Dvorak updated the Board on the Stormwater Report; it may be done by the end of April.

On MOTION by Mr. Gerald seconded by Mr. Watson, with all in favor, the Pond 1 outfall structure report in an amount to exceed of \$4,000, with the vendor to be selected by the District Engineer after several quotes are obtained was approved. 4/0

- The new parking lot light project invoice is generated and Inframark will pay once received.
- The crosswalk has been approved and is on the list to get done.
- The Spring Oak Trail bridge infrastructure is still being reviewed by the county.

C. District Manager

i. Presentation of Proposed Budget for FY 2022/2023 and Setting the Public Hearing

On MOTION by Mr. Watson seconded by Mr. Gerald, with all in favor, Resolution 2022-3 a resolution of the Board of Supervisors of the Oak Creek Community Development District approving a proposed operation and maintenance budget for fiscal year 2022/2023; setting a public hearing thereon pursuant to Florida law; addressing transmittal; posting, and publication requirements; and providing an effective date was adopted. 4/0

ii. Proposals

a. Blue Water Aquatic Management Agreement

On MOTION by Mr. Silva seconded by Mr. Gerald, with all in favor, to terminate SOLitude and hire Blue Water Aquatics was approved. 4/0

b. LMP #76491 – Bahia Sod at Dog Park

- The consensus of the Board is to move forward with the Bahia sod.

c. LMP # 76538 – Cleanup Wood Line in Common Area

- This task was completed in-house by Bruce.

d. Miracle – Playground Stairs and Swing

On MOTION by Mr. Watson seconded by Mr. Silva, with all in favor, the Miracle proposal for playground stairs and swing was approved. 4/0

e. Miracle – Playground Parts

- This item was not voted on as this proposal was included in the previous quote.

On MOTION by Ms. Vaile seconded by Mr. Gerald, with Ms. Vaile, Mr. Gerald and Mr. Silva voting aye and Mr. Watson voting nay, the Hernandez fence pending final approval if Mr. Hernandez pays the legal and engineering fees associated with preparing the easement variance was approved. 3/1

- Mr. Vega will present this to Mr. Hernandez and wait for his response.

SIXTH ORDER OF BUSINESS

Supervisor Requests and Comments

- Ms. Vaile requested Bruce cut back the area on Pickford Court when he returns from his leave of absence.
- Mr. Watson requested a solar aerator quote for Ponds 11a and 11b and requested this proposal and the tree removal proposal be placed under old business for future reference.

SEVENTH ORDER OF BUSINESS

Adjournment

With there being no other business,

On MOTION by Mr. Watson seconded by Mr. Gerald, with all in favor, the meeting was adjourned at 8:12 p.m. 4/0

Mark Vega, Secretary

4B.

**Oak Creek
Community Development District**

Financial Report

March 31, 2022

Prepared by:



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**Oak Creek
Community Development District**

Financial Statements

(Unaudited)

March 31, 2022

Balance Sheet
March 31, 2022

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>			
Cash - Checking Account	\$ 152,007	\$ -	\$ 152,007
Due From Other Funds	-	11,359	11,359
Investments:			
Money Market Account	397,620	-	397,620
Acquisition Fund	-	7,911	7,911
Prepayment Fund (A-2)	-	13,593	13,593
Reserve Fund (A-1)	-	153,927	153,927
Reserve Fund (A-2)	-	51,978	51,978
Revenue Fund A	-	393,926	393,926
Prepaid Items	7,259	-	7,259
Deposits	3,055	-	3,055
TOTAL ASSETS	\$ 559,941	\$ 632,694	\$ 1,192,635
<u>LIABILITIES</u>			
Accounts Payable	\$ 7,909	\$ -	\$ 7,909
Accrued Expenses	2,951	-	2,951
Due To Other Funds	11,359	-	11,359
TOTAL LIABILITIES	22,219	-	22,219
<u>FUND BALANCES</u>			
Nonspendable:			
Prepaid Items	7,259	-	7,259
Deposits	3,055	-	3,055
Restricted for:			
Debt Service	-	632,694	632,694
Assigned to:			
Operating Reserves	73,245	-	73,245
Reserves-A/C	1,000	-	1,000
Reserves - Other	46,025	-	46,025
Reserves-Path	4,000	-	4,000
Reserves - Pools	4,000	-	4,000
Unassigned:	399,138	-	399,138
TOTAL FUND BALANCES	\$ 537,722	\$ 632,694	\$ 1,170,416
TOTAL LIABILITIES & FUND BALANCES	\$ 559,941	\$ 632,694	\$ 1,192,635

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-22 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ 300	\$ 167	55.67%	\$ 54
Interest - Tax Collector	100	1	1.00%	-
Special Assmnts- Tax Collector	598,231	587,232	98.16%	4,662
Special Assmnts- Discounts	(23,929)	(23,226)	97.06%	(44)
Other Miscellaneous Revenues	-	1,184	0.00%	-
Access Cards	250	105	42.00%	45
TOTAL REVENUES	574,952	565,463	98.35%	4,717
<u>EXPENDITURES</u>				
<u>Administration</u>				
P/R-Board of Supervisors	10,000	3,400	34.00%	1,600
FICA Taxes	765	260	33.99%	122
ProfServ-Arbitrage Rebate	600	-	0.00%	-
ProfServ-Dissemination Agent	1,000	-	0.00%	-
ProfServ-Engineering	30,000	3,830	12.77%	525
ProfServ-Legal Services	13,000	1,264	9.72%	280
ProfServ-Mgmt Consulting	46,149	23,075	50.00%	3,846
ProfServ-Property Appraiser	150	-	0.00%	-
ProfServ-Trustee Fees	3,233	3,233	100.00%	-
ProfServ-Web Site Maintenance	3,392	2,138	63.03%	98
Auditing Services	3,000	3,325	110.83%	3,325
Postage and Freight	200	74	37.00%	8
Rentals & Leases	500	-	0.00%	-
Public Officials Insurance	2,729	2,430	89.04%	-
Printing and Binding	500	6	1.20%	-
Legal Advertising	1,000	102	10.20%	-
Misc-Assessment Collection Cost	11,965	11,280	94.27%	92
Misc-Contingency	50	39	78.00%	39
Office Supplies	125	-	0.00%	-
Annual District Filing Fee	175	175	100.00%	-
Total Administration	128,533	54,631	42.50%	9,935
<u>Public Safety</u>				
Contracts-Security Services	3,696	1,848	50.00%	308
Total Public Safety	3,696	1,848	50.00%	308
<u>Electric Utility Services</u>				
Electricity - Streetlights	23,000	11,596	50.42%	1,965
Utility Services	10,000	7,434	74.34%	1,093
Total Electric Utility Services	33,000	19,030	57.67%	3,058

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-22 ACTUAL
<u>Garbage/Solid Waste Services</u>				
Utility - Refuse Removal	698	307	43.98%	63
Solid Waste Disposal Assessm.	680	888	130.59%	63
Total Garbage/Solid Waste Services	1,378	1,195	86.72%	126
<u>Water-Sewer Comb Services</u>				
Utility Services	10,000	5,435	54.35%	889
Total Water-Sewer Comb Services	10,000	5,435	54.35%	889
<u>Flood Control/Stormwater Mgmt</u>				
Contracts-Aquatic Control	24,660	12,330	50.00%	2,055
Stormwater Assessment	894	885	98.99%	-
R&M-Storm Water - Pond	8,000	16,426	205.33%	357
Total Flood Control/Stormwater Mgmt	33,554	29,641	88.34%	2,412
<u>Other Physical Environment</u>				
Contracts-Landscape	84,000	42,000	50.00%	7,000
Liability/Property Insurance	9,176	8,174	89.08%	-
R&M-Entry Feature	20,000	-	0.00%	-
R&M-Irrigation	7,000	1,003	14.33%	21
R&M-Mulch	13,320	13,320	100.00%	-
R&M-Plant&Tree Replacement	20,000	2,775	13.88%	2,225
Total Other Physical Environment	153,496	67,272	43.83%	9,246
<u>Capital Expenditures & Projects</u>				
Misc-Holiday Lighting	6,800	6,800	100.00%	-
Misc-Contingency	13,680	3,000	21.93%	-
Total Capital Expenditures & Projects	20,480	9,800	47.85%	-
<u>Road and Street Facilities</u>				
R&M-Bike Paths & Asphalt	1,200	-	0.00%	-
R&M-Parking Lots	1,200	-	0.00%	-
R&M-Sidewalks	15,000	-	0.00%	-
R&M-Pressure Washing	12,000	-	0.00%	-
Total Road and Street Facilities	29,400	-	0.00%	-
<u>Clubhouse, Parks and Recreation</u>				
ProfServ-Field Management	7,680	3,840	50.00%	640
Contracts-Mgmt Services	10,296	5,148	50.00%	858
Contracts-Pools	9,540	4,980	52.20%	905
Contractual Maint. Services	45,000	10,548	23.44%	3,242

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-22 ACTUAL
Telephone/Fax/Internet Services	1,800	944	52.44%	189
R&M-Facility	2,500	1,695	67.80%	625
R&M-Pools	7,000	1,049	14.99%	120
R&M Basketball Courts	7,000	-	0.00%	-
R&M-Playground	1,000	-	0.00%	-
Op Supplies - General	4,500	2,065	45.89%	238
Total Clubhouse, Parks and Recreation	96,316	30,269	31.43%	6,817
<u>Reserves</u>				
Reserve - Other	65,100	-	0.00%	-
Total Reserves	65,100	-	0.00%	-
TOTAL EXPENDITURES & RESERVES	574,953	219,121	38.11%	32,791
Excess (deficiency) of revenues				
Over (under) expenditures	(1)	346,342		(28,074)
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(1)	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	(1)	-	0.00%	-
Net change in fund balance	\$ (1)	\$ 346,342		\$ (28,074)
FUND BALANCE, BEGINNING (OCT 1, 2021)	191,380	191,380		
FUND BALANCE, ENDING	\$ 191,379	\$ 537,722		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-22 ACTUAL
REVENUES				
Interest - Investments	\$ 25	\$ 8	32.00%	\$ 2
Special Assmnts- Tax Collector	437,163	429,124	98.16%	3,407
Special Assmnts- Discounts	(17,487)	(16,973)	97.06%	(32)
TOTAL REVENUES	419,701	412,159	98.20%	3,377
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	8,743	8,243	94.28%	68
Total Administration	8,743	8,243	94.28%	68
Debt Service				
Principal Debt Retirement A-1	170,000	-	0.00%	-
Principal Debt Retirement A-2	50,000	-	0.00%	-
Interest Expense Series A-1	135,738	67,869	50.00%	-
Interest Expense Series A-2	51,450	25,725	50.00%	-
Total Debt Service	407,188	93,594	22.99%	-
TOTAL EXPENDITURES	415,931	101,837	24.48%	68
Excess (deficiency) of revenues Over (under) expenditures	3,770	310,322		3,309
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	3,770	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	3,770	-	0.00%	-
Net change in fund balance	\$ 3,770	\$ 310,322		\$ 3,309
FUND BALANCE, BEGINNING (OCT 1, 2021)	322,372	322,372		
FUND BALANCE, ENDING	\$ 326,142	\$ 632,694		

**Oak Creek
Community Development District**

Supporting Schedules

March 31, 2022

**Non-Ad Valorem Special Assessments - Pasco County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2022**

					ALLOCATION BY FUND	
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	General Fund	Debt Service Fund
Assessments Levied FY 2022				\$ 1,035,395	\$ 598,232	\$ 437,163
Allocation %				100%	58%	42%
11/04/21	\$ 6,313	\$ 357	\$ 129	\$ 6,799	\$ 3,928	\$ 2,871
11/12/21	34,133	1,451	697	36,280	20,962	15,318
11/19/21	27,887	1,186	569	29,642	17,126	12,515
12/02/21	777,635	33,027	15,870	826,532	477,555	348,977
12/09/21	56,640	2,408	1,156	60,204	34,785	25,419
12/17/21	27,123	1,135	554	28,811	16,647	12,165
01/07/21	12,991	410	265	13,666	7,896	5,770
02/04/22	6,079	150	124	6,352	3,670	2,682
03/09/22	7,834	75	160	8,070	4,662	3,407
TOTAL	\$ 956,633.42	\$ 40,199	\$ 19,523	\$ 1,016,356	\$ 587,232	\$ 429,124
% COLLECTED				98%	98%	98%
TOTAL O/S				\$ 19,039	\$ 11,000	\$ 8,039

Cash and Investment Report
March 31, 2022

<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	BankUnited	Checking	n/a	0.00%	152,007
Public Funds Money Market	BankUnited	Money Market	n/a	0.25%	397,620
Subtotal-General Fund					\$549,627
<u>DEBT SERVICE FUND</u>					
Series 2015 Acquisition Fund	US Bank	Open Ended Comm. Paper	n/a	0.02%	\$7,911
Series 2015 Prepayment A-2	US Bank	Open Ended Comm. Paper	n/a	0.02%	13,593
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%	393,926
Subtotal-Debt Service Fund					\$621,335
Total - All Funds					\$1,170,962

Oak Creek CDD

Bank Reconciliation

Agenda Page #19

Bank Account No. 0130 Bank United GF
Statement No. 03-22
Statement Date 3/31/2022

G/L Balance (LCY)	152,006.81	Statement Balance	168,339.21
G/L Balance	152,006.81	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	168,339.21
Subtotal	152,006.81	Outstanding Checks	16,332.40
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	152,006.81	Ending Balance	152,006.81
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
1/21/2022	Payment	518	SAMUEL E. WATSON, JR	184.70	0.00	184.70
3/3/2022	Payment	540	SAMUEL E. WATSON, JR	184.70	0.00	184.70
3/3/2022	Payment	542	DAVID J. GERALD	184.70	0.00	184.70
3/4/2022	Payment	545	LANDSCAPE MAINTENANCE	7,000.00	0.00	7,000.00
3/22/2022	Payment	551	J & J LIGHTING SOLUTIONS	6,800.00	0.00	6,800.00
3/25/2022	Payment	DD3624	Payment of Invoice 004026	150.98	0.00	150.98
3/28/2022	Payment	554	LISA M. VAILE	184.70	0.00	184.70
3/28/2022	Payment	555	SAMUEL E. WATSON, JR	184.70	0.00	184.70
3/28/2022	Payment	556	ADAM T. SILVA	184.70	0.00	184.70
3/28/2022	Payment	557	DAVID J. GERALD	184.70	0.00	184.70
3/29/2022	Payment	558	AQUA TRIANGLE 1 CORP	120.00	0.00	120.00
3/29/2022	Payment	559	STRALEY & ROBIN	280.10	0.00	280.10
3/29/2022	Payment	560	W.R.E.C.	625.00	0.00	625.00
3/20/2022	Payment	DD3626	Payment of Invoice 004065	63.42	0.00	63.42
Total Outstanding Checks.....				16,332.40		16,332.40

OAK CREEK

Community Development District

Payment Register by Fund
For the Period from 03/01/22 to 03/31/22
(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<u>GENERAL FUND - 001</u>							
CHECK # 543							
001	03/04/22	AQUA TRIANGLE 1 CORP	9637	02/25/22 3 TIMES A WEEK POOL SERV	Contracts-Pools	534078-57231	\$845.00
CHECK # 544							
001	03/04/22	INFRAMARK, LLC	73907	FEB MANAGEMENT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,845.75
001	03/04/22	INFRAMARK, LLC	73907	FEB MANAGEMENT FEES	Postage and Freight	541006-51301	\$15.37
001	03/04/22	INFRAMARK, LLC	73907	FEB MANAGEMENT FEES	Printing and Binding	547001-51301	\$6.40
001	03/04/22	INFRAMARK, LLC	73907	FEB MANAGEMENT FEES	Contracts-Mgmt Services	534001-57231	\$858.00
001	03/04/22	INFRAMARK, LLC	73907	FEB MANAGEMENT FEES	PROJECT MANAGEMENT	531016-57231	\$640.00
Check Total							\$5,365.52
CHECK # 545							
001	03/04/22	LANDSCAPE MAINTENANCE PROFESSIONALS	166202	MARCH 2022 LANDSCAPE MAINT	Contracts-Landscape	534050-53908	\$7,000.00
CHECK # 546							
001	03/10/22	GOLDEN EYE TECHNOLOGY, LLC	19222MRH	03/01/22 MOINTORING SERVICES	Contracts-Security Services	534037-52001	\$308.00
CHECK # 547							
001	03/17/22	COMPLETE I.T. SERVICE & SOLUTIONS	8342	MARCH GOOGLE BUSINESS EMAIL ACCOUNTS	ProfServ-Web Site Maintenance	531094-51301	\$97.65
CHECK # 548							
001	03/17/22	SOLITUDE LAKE MANAGEMENT	PI-A00765856	LAKE & POND AERATOR MAINT SRVC	R&M-Storm Water - Pond	546086-53801	\$357.00
CHECK # 549							
001	03/17/22	STRALEY & ROBIN	21171	GENERAL MATTERS THRU 02/15/22	ProfServ-Legal Services	531023-51401	\$336.50
CHECK # 550							
001	03/22/22	INFRAMARK, LLC	75037	MARCH MNGT SRVCS	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,845.75
001	03/22/22	INFRAMARK, LLC	75037	MARCH MNGT SRVCS	Postage and Freight	541006-51301	\$7.95
001	03/22/22	INFRAMARK, LLC	75037	MARCH MNGT SRVCS	Contracts-Mgmt Services	534001-57231	\$858.00
001	03/22/22	INFRAMARK, LLC	75037	MARCH MNGT SRVCS	PROJECT MANAGEMENT	531016-57231	\$640.00
Check Total							\$5,351.70
CHECK # 551							
001	03/22/22	J & J LIGHTING SOLUTIONS	012922	HOLIDAY DECORATIONS	Prepaid Items	155000	\$6,800.00
CHECK # 552							
001	03/22/22	JMT	40-188487	01/23/22-02/19/22 ENG SRVC	ProfServ-Engineering	531013-51501	\$525.00
CHECK # 553							
001	03/22/22	SOLITUDE LAKE MANAGEMENT	PI-A00772009	MARCH LAKE & POND MNGT SRVCS	Contracts-Aquatic Control	534067-53801	\$2,055.00
CHECK # 558							
001	03/29/22	AQUA TRIANGLE 1 CORP	106322	REPLACED CONTROLLER FUSE	R&M-Pools	546074-57231	\$120.00
CHECK # 559							
001	03/29/22	STRALEY & ROBIN	21308	LEGAL SERVICES THROUGH 3/15/22	ProfServ-Legal Services	531023-51401	\$280.10

OAK CREEK

Community Development District

Payment Register by Fund
For the Period from 03/01/22 to 03/31/22
(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 560							
001	03/29/22	W.R.E.C.	031522-58365	REPLACE LIGHT & POLE	R&M - Facility	546024-57231	\$625.00
CHECK # DD3621							
001	03/25/22	WITHLACOOCHEE RIVER ELECTRIC - ACH	031422-81277 ACH	UTILITY SERVICES - 2/8 TO 3/9/22	Utility Services	543063-53100	\$2,740.69
CHECK # DD3622							
001	03/18/22	INNOVATIVE EMPLOYER SOLUTIONS-ACH	20226-INIT ACH	PAYROLL PE 03/12/22	415-20222	534378-57231	\$1,063.96
CHECK # DD3623							
001	03/04/22	INNOVATIVE EMPLOYER SOLUTIONS-ACH	20225-INIT ACH	PAY PERIOD ENDING 02/26/22	415-20222	534378-57231	\$1,116.40
CHECK # DD3624							
001	03/25/22	FRONTIER FLORIDA LLC - ACH	030122-0368 ACH	03/01/22-03/31/22 813-779-0368	Telephone/Fax/Internet Services	541009-57231	\$150.98
CHECK # DD3625							
001	03/18/22	Cardmember Service - ACH	022322-3321 ACH	CELL PHONE CARD/GAS	WALMART-cell phone card	541009-57231	\$37.85
001	03/18/22	Cardmember Service - ACH	022322-3321 ACH	CELL PHONE CARD/GAS	CIRCLE K-gas	552001-57231	\$30.00
001	03/18/22	Cardmember Service - ACH	022322-3321 ACH	CELL PHONE CARD/GAS	HOME DEPOT	552001-57231	\$60.92
001	03/18/22	Cardmember Service - ACH	022322-3321 ACH	CELL PHONE CARD/GAS	HOME DEPOT	546041-53908	\$20.53
001	03/18/22	Cardmember Service - ACH	022322-3321 ACH	CELL PHONE CARD/GAS	finance fee	549900-51301	\$39.00
Check Total							\$188.30
CHECK # DD3626							
001	03/20/22	WASTE CONNECTIONS OF FLORIDA - ACH	1143019W426 ACH	LOCK/SERVICE CHARGE 04/1/22-4/30/22	Utility - Refuse Removal	543020-53401	\$63.42
CHECK # DD3627							
001	03/25/22	WITHLACOOCHEE RIVER ELECTRIC - ACH	031422A-ACH	UTILITY SVCS 02/08-03/09/22	Utility Services	543063-53100	\$106.68
CHECK # DD3628							
001	03/07/22	PASCO COUNTY UTILITIES SERVICES BRANCH - ACH	021622 ACH	UTILITY SVCS 01/07/22 - 02/07/22	Utility Services	543063-53601	\$888.64
CHECK # 539							
001	03/03/22	LISA M. VAILE	PAYROLL	March 03, 2022 Payroll Posting			\$184.70
CHECK # 540							
001	03/03/22	SAMUEL E. WATSON, JR	PAYROLL	March 03, 2022 Payroll Posting			\$184.70
CHECK # 541							
001	03/03/22	ADAM T. SILVA	PAYROLL	March 03, 2022 Payroll Posting			\$184.70
CHECK # 542							
001	03/03/22	DAVID J. GERALD	PAYROLL	March 03, 2022 Payroll Posting			\$184.70
CHECK # 554							
001	03/28/22	LISA M. VAILE	PAYROLL	March 28, 2022 Payroll Posting			\$184.70
CHECK # 555							
001	03/28/22	SAMUEL E. WATSON, JR	PAYROLL	March 28, 2022 Payroll Posting			\$184.70
CHECK # 556							
001	03/28/22	ADAM T. SILVA	PAYROLL	March 28, 2022 Payroll Posting			\$184.70

4C.

**Oak Creek Community
Development District
ANNUAL FINANCIAL REPORT
September 30, 2021**

Oak Creek Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2021

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Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

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REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
Oak Creek Community Development District
Pasco County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of Oak Creek Community Development District (the "District") as of and for the year ended September 30, 2021, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Accounting Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Fort Pierce / Stuart

- 1 -



To the Board of Supervisors
Oak Creek Community Development District

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Oak Creek Community Development District, as of September 30, 2021, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management Discussion and Analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated March 15, 2022 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Oak Creek Community Development District's internal control over financial reporting and compliance.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

March 15, 2022

**Oak Creek Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

Management's discussion and analysis of Oak Creek Community Development District (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function, and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government, physical environment and debt service.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

**Oak Creek Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. The **statement of activities** includes depreciation on all long lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as general obligation bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, a reconciliation is provided from the *fund financial statements* to the *government-wide financial statements*.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2021.

- ◆ The District's total assets and deferred outflows of resources were exceeded by total liabilities by \$(1,508,116) (net position). Unrestricted net position for Governmental Activities was \$191,379. Governmental Activities restricted net position was \$39,753 and net investment in capital assets was \$(1,739,248).
- ◆ Governmental activities revenues totaled \$910,562 while governmental activities expenses totaled \$844,627.

**Oak Creek Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

Net Position

	Governmental Activities	
	2021	2020
Current assets	\$ 202,318	\$ 170,200
Restricted assets	321,000	317,112
Capital assets, net	2,174,816	2,360,586
Total Assets	<u>2,698,134</u>	<u>2,847,898</u>
Deferred Outflow of Resources	<u>37,800</u>	<u>40,500</u>
Current liabilities	307,561	302,282
Non-current liabilities	3,936,489	4,160,167
Total Liabilities	<u>4,244,050</u>	<u>4,462,449</u>
Net investment in capital assets	(1,739,248)	(1,969,081)
Net position - restricted	39,753	237,735
Net position - unrestricted	191,379	157,295
Total Net Position	<u>\$ (1,508,116)</u>	<u>\$ (1,574,051)</u>

The increase in current assets is the result of revenues exceeding expenditures at the fund level in the current year.

The decrease in capital assets was mainly due to depreciation in the current year.

The decrease in non-current liabilities is the result of principal payments on long-term debt during the current year.

The increase in net investment in capital assets is primarily due to depreciation is less than principal payments on long-term debt during the current year.

**Oak Creek Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

Change In Net Position

	Governmental Activities	
	2021	2020
Program Revenues		
Charges for services	\$ 908,446	\$ 882,386
General Revenues		
Miscellaneous revenues	1,791	2,984
Investment earnings	325	1,413
Total Revenues	<u>910,562</u>	<u>886,783</u>
Expenses		
General government	141,675	114,959
Physical environment	342,798	352,707
Culture and recreation	164,658	178,292
Interest and other charges	195,496	202,998
Total Expenses	<u>844,627</u>	<u>848,956</u>
Change in Net Position	65,935	37,827
Net Position - Beginning of Year	<u>(1,574,051)</u>	<u>(1,611,878)</u>
Net Position - End of Year	<u><u>\$ (1,508,116)</u></u>	<u><u>\$ (1,574,051)</u></u>

The increase in charges for services is related to the budgeted increase in special assessments in the current year.

The increase in general government expenses is related to the increase in engineer expenses in the current year.

The decrease in culture and recreation is primarily related to the decrease in holiday lighting expenses in the current year.

**Oak Creek Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the District's capital assets as of September 30, 2021 and 2020.

Description	Governmental Activities	
	2021	2020
Infrastructure	\$ 2,173,022	\$ 2,173,022
Building and improvements	1,682,775	1,674,275
Improvements other than building	560,559	560,559
Equipment	39,154	39,154
Accumulated depreciation	(2,280,694)	(2,086,424)
Total Capital Assets (Net)	<u>\$ 2,174,816</u>	<u>\$ 2,360,586</u>

The activity for the year consisted of depreciation of \$194,270 and additions to buildings and improvements of \$8,500.

General Fund Budgetary Highlights

The budget exceeded actual governmental expenditures primarily due to less legal fee expenditures than were anticipated.

The September 30, 2021 budget was amended for an decrease in capital outlay and an increase in reserves.

Debt Management

Governmental Activities debt includes the following:

- In September 2015, the District issued \$4,140,000 Senior Special Assessment Refunding Bonds, Series 2015A-1 and \$1,260,000 Subordinate Special Assessments Refunding Bonds, Series 2015A-2. These bonds were issued to refund of the Series 2004 Special Assessment Bonds. As of September 30, 2021, the balances outstanding for the Series 2015A-1 and 2015A-2 Bonds were \$3,195,000 and \$980,000, respectively.

Economic Factors and Next Year's Budget

Oak Creek Community Development District does not expect any economic factors to have any significant effect on the financial position or results of operations of the District in fiscal year 2022.

**Oak Creek Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Request for Information

The financial report is designed to provide a general overview of Oak Creek Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Oak Creek Community Development District, Inframark Infrastructure Management Services, Inc., 210 North University Drive, Suite 702, Coral Springs, Florida 33071.

Oak Creek Community Development District
STATEMENT OF NET POSITION
September 30, 2021

	Governmental Activities
ASSETS	
Current Assets	
Cash	\$ 178,891
Due from other governments	2,968
Prepaid expenses	17,404
Deposits	3,055
Total Current Assets	<u>202,318</u>
Non-current Assets	
Restricted assets	
Investments	321,000
Capital assets being depreciated	
Buildings and improvements	1,682,775
Infrastructure	2,173,022
Improvements other than buildings	560,559
Equipment	39,154
Less: accumulated depreciation	<u>(2,280,694)</u>
Total Non-current Assets	<u>2,495,816</u>
Total Assets	<u>2,698,134</u>
DEFERRED OUTFLOW OF RESOURCES	
Deferred amount on refunding, net	<u>37,800</u>
LIABILITIES	
Current Liabilities	
Accounts payable and accrued expenses	9,566
Accrued interest	77,995
Bonds payable	220,000
Total Current Liabilities	<u>307,561</u>
Non-current liabilities	
Bonds payable	<u>3,936,489</u>
Total Liabilities	<u>4,244,050</u>
NET POSITION	
Net investment in capital assets	(1,739,248)
Restricted for debt service	39,753
Unrestricted	191,379
Total Net Position	<u><u>\$ (1,508,116)</u></u>

See accompanying notes to financial statements.

Oak Creek Community Development District
STATEMENT OF ACTIVITIES
For The Year Ended September 30, 2021

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues Charges for Services</u>	<u>Net (Expense) Revenues and Changes in Net Position Governmental Activities</u>
Governmental Activities			
General government	\$ (145,287)	\$ 150,670	\$ 5,383
Physical environment	(339,186)	232,559	(106,627)
Culture/recreation	(164,658)	105,008	(59,650)
Interest and other charges	(195,496)	420,209	224,713
Total Governmental Activities	<u>\$ (844,627)</u>	<u>\$ 908,446</u>	<u>63,819</u>

General revenues:

Investment earnings	325
Miscellaneous revenues	<u>1,791</u>
Total General Revenues	<u>2,116</u>

Change in Net Position 65,935

Net Position - October 1, 2020	<u>(1,574,051)</u>
Net Position - September 30, 2021	<u>\$ (1,508,116)</u>

See accompanying notes to financial statements.

Oak Creek Community Development District
BALANCE SHEET –
GOVERNMENTAL FUNDS
September 30, 2021

	General	Debt Service	Total Governmental Funds
ASSETS			
Cash	\$ 178,891	\$ -	\$ 178,891
Due from other governments	1,595	1,373	2,968
Prepaid expenses	17,404	-	17,404
Deposits	3,055	-	3,055
Restricted assets:			
Investments, at fair value	-	321,000	321,000
Total Assets	<u>\$ 200,945</u>	<u>\$ 322,373</u>	<u>\$ 523,318</u>
LIABILITIES AND FUND BALANCES			
LIABILITIES			
Accounts payable and accrued expenses	<u>\$ 9,566</u>	<u>\$ -</u>	<u>\$ 9,566</u>
FUND BALANCES			
Nonspendable:			
Prepays/Deposits	20,459	-	20,459
Restricted:			
Debt service	-	322,373	322,373
Assigned:			
Operating reserves	73,245	-	73,245
Irrigation/Landscapes	55,025	-	55,025
Unassigned	42,650	-	42,650
Total Fund Balances	<u>191,379</u>	<u>322,373</u>	<u>513,752</u>
Total Liabilities and Fund Balances	<u>\$ 200,945</u>	<u>\$ 322,373</u>	<u>\$ 523,318</u>

See accompanying notes to financial statements.

Oak Creek Community Development District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2021

Total Governmental Fund Balances	\$ 513,752
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets being depreciated, buildings and improvements, \$1,682,775, infrastructure, \$2,173,022, improvements other than building, \$560,559, and equipment, \$39,154, net of accumulated depreciation, \$(2,280,694), used in governmental activities are not current financial resources and therefore, are not reported at the fund level.	2,174,816
Long-term liabilities, including bonds payable, \$(4,175,000), net of bond discount, net, \$18,511, are not due and payable in the current period and therefore, are not reported at the fund level.	(4,156,489)
Deferred outflow of resources are not current financial resources and therefore, are not reported at the governmental fund level.	37,800
Accrued interest expense for long-term debt is not a current financial use and therefore, is not reported at the governmental fund level.	<u>(77,995)</u>
Net Position of Governmental Activities	<u><u>\$ (1,508,116)</u></u>

See accompanying notes to financial statements.

Oak Creek Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES –
GOVERNMENTAL FUNDS
For The Year Ended September 30, 2021

	General	Debt Service	Total Governmental Funds
Revenues			
Special assessments	\$ 488,237	\$ 420,209	\$ 908,446
Investment earnings	305	20	325
Miscellaneous revenues	1,791	-	1,791
Total Revenues	<u>490,333</u>	<u>420,229</u>	<u>910,562</u>
Expenditures			
Current			
General government	138,175	7,112	145,287
Physical environment	213,274	-	213,274
Culture/recreation	96,300	-	96,300
Capital outlay	8,500	-	8,500
Debt service			
Principal	-	215,000	215,000
Interest	-	194,631	194,631
Total Expenditures	<u>456,249</u>	<u>416,743</u>	<u>872,992</u>
Net change in fund balances	34,084	3,486	37,570
Fund Balances - October 1, 2020	<u>157,295</u>	<u>318,887</u>	<u>476,182</u>
Fund Balances - September 30, 2021	<u><u>\$ 191,379</u></u>	<u><u>\$ 322,373</u></u>	<u><u>\$ 513,752</u></u>

See accompanying notes to financial statements.

Oak Creek Community Development District
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE
STATEMENT OF ACTIVITIES
For The Year Ended September 30, 2021

Net Change in Fund Balances - Total Governmental Funds	\$ 37,570
--	-----------

Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlays. However, in the Statement of Activities the costs of those assets is allocated over their estimated useful lives as depreciation. This is the amount that depreciation, \$(194,270), exceeded capital outlay, \$8,500, in the current year.	(185,770)
--	-----------

Repayment of bond principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Position.	215,000
--	---------

The deferred outflow of resources for refunding of debt is recognized as a component of interest expense in the Statement of Activities, but not in the governmental funds. This is the amount of current year interest.	(2,700)
--	---------

The amortization of bond discount is an expense in the Statement of Activities while the bond discount was listed as an other financing use in the year financing was received.	(1,322)
---	---------

In the Statement of Activities, interest is accrued on outstanding bonds; whereas in governmental funds, interest expenditures are reported when due. This is the net amount between the prior year and the current year accruals.	<div style="border-top: 1px solid black; border-bottom: 3px double black;">3,157</div>
--	--

Change in Net Position of Governmental Activities	<div style="border-top: 1px solid black; border-bottom: 3px double black;">\$ 65,935</div>
---	--

See accompanying notes to financial statements.

**Oak Creek Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES – BUDGET AND ACTUAL –
GENERAL FUND
For the Year Ended September 30, 2021**

	Original Budget	Final Budget	Actual	Variance With Final Budget Positive (Negative)
Revenues				
Special assessments	\$ 487,619	\$ 487,619	\$ 488,237	\$ 618
Investment earnings	1,600	1,600	305	(1,295)
Miscellaneous revenues	250	250	1,791	1,541
Total Revenues	<u>489,469</u>	<u>489,469</u>	<u>490,333</u>	<u>864</u>
Expenditures				
Current				
General government	140,954	140,954	138,175	2,779
Physical environment	238,979	238,979	213,274	25,705
Culture/recreation	77,536	86,536	96,300	(9,764)
Capital outlay	32,000	23,000	8,500	14,500
Total Expenditures	<u>489,469</u>	<u>489,469</u>	<u>456,249</u>	<u>33,220</u>
Net change in fund balances	<u>-</u>	<u>-</u>	<u>34,084</u>	<u>34,084</u>
Fund Balances - October 1, 2020	<u>157,986</u>	<u>157,295</u>	<u>157,295</u>	<u>-</u>
Fund Balances - September 30, 2021	<u><u>\$ 157,986</u></u>	<u><u>\$ 157,295</u></u>	<u><u>\$191,379</u></u>	<u><u>\$ 34,084</u></u>

See accompanying notes to financial statements.

**Oak Creek Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of Oak Creek Community Development District (the "District") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established on March 23, 2004 by Pasco County Ordinance 04-10 and the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing or re-constructing, enlarging or extending, equipping, operating and maintaining water management, water supply, sewer and waste water management, bridges or culverts, district roads, landscaping, street lights and other basic infrastructure projects within or outside the boundaries of the Oak Creek Community Development District. The District is governed by a five-member Board of Supervisors, who are elected for terms of four years. The District operates within the criteria established by Chapter 190, Florida Statutes.

The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility. Oversight responsibility includes, but is not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters. As required by GAAP, these financial statements present the Oak Creek Community Development District (the primary government) as a stand-alone government.

Based upon the application of the above-mentioned criteria as set forth in principles established by the Governmental Accounting Standards Board, the District has identified no component units.

**Oak Creek Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

a. Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities which normally are supported by special assessments, and interest, are reported separately from business-type activities. Program revenues include charges for services, and payments made by parties outside of the reporting government's citizenry if that money is restricted to a particular program. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

**Oak Creek Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

The District classifies fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes but are neither restricted nor committed.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

**Oak Creek Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources.” Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources were expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Debt Service Fund – Accounts for debt service requirements to retire certain special assessment bonds which were used to finance the construction of District infrastructure improvements and finance certain additional improvements. The bond series is secured by a pledge of debt service special assessment revenues in any fiscal year related to the improvements. A lien is placed on all benefited land in relationship to the debt outstanding.

**Oak Creek Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. Basis of Presentation (Continued)

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as land and buildings, and non-current governmental liabilities, such as special assessment bonds, be reported in the governmental activities column in the government-wide statement of net position.

4. Assets, Deferred Outflows of Resources, Liabilities and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

Cash equivalents include time deposits and certificates of deposit with original maturities of three months or less and held in a qualified public depository as defined by Section 280.02, Florida Statutes.

**Oak Creek Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Deferred Outflows of Resources, Liabilities and Net Position or Equity (Continued)

b. Restricted Assets

Certain net position of the District is classified as restricted assets on the statement of net position because their use is limited either by law through constitutional provisions or enabling legislation; or by restrictions imposed externally by creditors. In a fund with both restricted and unrestricted assets, qualified expenses are considered to be paid first from restricted net position and then from unrestricted net position.

c. Capital Assets

Capital assets, which include buildings and improvements, infrastructure improvements other than buildings and equipment are reported in the applicable governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Depreciation of capital assets is computed and recorded by utilizing the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows:

Infrastructure	25 years
Building and Improvements	5-30 years
Improvements other than Buildings	15-30 years
Equipment	10-15 years

d. Deferred Outflow of Resources

Deferred outflow of resources is the consumption of net position by the government that is applicable to a future reported period. Deferred amount on refunding is amortized and recognized as a component of interest expense over the life of the bond.

e. Unamortized Bond Discount

Bond discounts are presented on the government-wide financial statements. The costs are amortized over the life of the bonds using the straight-line method of accounting. For financial reporting, the unamortized bond discount is netted against the applicable long-term debt.

**Oak Creek Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities and Net Position or Equity (Continued)

f. Budgets

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general and debt service funds. As a result, deficits in the budget variance columns of the accompanying financial statements may occur.

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

1. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position

“Total fund balances” of the District’s governmental funds, \$513,752, differs from “net position” of governmental activities, \$(1,508,116), reported in the Statement of Net Position. This difference primarily results from the long-term economic focus of the statement of net position versus the current financial resources focus of the governmental fund balance.

Capital related items

When capital assets (property, plant and equipment that are to be used in governmental activities) are purchased or constructed, the cost of those assets is reported as expenditures in governmental funds. However, the Statement of Net Position included those capital assets among the assets of the District as a whole.

Buildings and improvements	\$ 1,682,775
Infrastructure	2,173,022
Improvements other than buildings	560,559
Equipment	39,154
Accumulated depreciation	<u>(2,280,694)</u>
Total	<u>\$ 2,174,816</u>

Long-term debt transactions

Long-term liabilities applicable to the District’s governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities (both current and long-term) are reported in the Statement of Net Position. Balances at September 30, 2021 were:

Bonds payable	\$ (4,175,000)
Bond discount, net	<u>18,511</u>
Total	<u>\$ (4,156,489)</u>

**Oak Creek Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)

1. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position (Continued)

Deferred outflow of resources

Deferred outflow of resources applicable to the District's governmental activities are not current financial resources and therefore, are not reported as fund deferred outflow of resources:

Deferred amount on refunding	\$ <u>37,800</u>
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Accrued interest

Accrued liabilities in the Statement of Net Position differ from the amount reported in governmental funds due to accrued interest on bonds.

Accrued interest on bonds payable	\$ <u>(77,995)</u>
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2. Explanation of Differences Between the Governmental Fund Operating Statements and the Statement of Activities

The "net change in fund balances" for government funds, \$37,570, differs from the "change in net position" for governmental activities, \$65,935, reported in the Statement of Activities. The differences arise primarily from the long-term economic focus of the Statement of Activities versus the current financial resources focus of the governmental funds. The effect of the differences is illustrated below.

Capital related items

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the Statement of Activities, the costs of those assets is allocated over their estimated useful lives and reported as depreciation. As a result, fund balances decrease by the amount of financial resources expended, whereas net position decreases by the amount of depreciation charged for the year.

Depreciation	\$ (194,270)
Capital outlay	<u>8,500</u>
Total	<u>\$ (185,770)</u>

**Oak Creek Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)

2. Explanation of Differences Between the Governmental Fund Operating Statements and the Statement of Activities (Continued)

Long-term debt transactions

Repayments of bond principal are reported as an expenditure in the governmental funds and, thus, have the effect of reducing fund balance because current financial resources have been used.

Debt principal payments	\$ <u>215,000</u>
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Some expenses reported in the Statement of Activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.

Net change in accrued interest payable	\$ 3,157
Decrease in bond discount	(1,322)
Decrease in deferred amount on refunding	<u>(2,700)</u>
Total	<u>\$ (865)</u>

NOTE C – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk; however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2021, the District's bank balance was \$185,221 and the carrying value was \$178,891. Exposure to custodial credit risk was as follows. The District maintains all deposits and certificates of deposit in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

Oak Creek Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE C – CASH AND INVESTMENTS (CONTINUED)

As of September 30, 2021, the District had the following investments and maturities:

<u>Investment</u>	<u>Maturity Date</u>	<u>Fair Value</u>
U.S. Bank Managed Money Market	N/A	<u>\$ 321,000</u>

The District categorizes its fair value measurements within the fair value hierarchy recently established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that uses the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

Based on the criteria in the preceding paragraph, the investment listed above is a Level 1 asset.

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

The District's investments in commercial paper, and government loans are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices. The District's investments in U.S. Bank Managed Money Market is not rated by Standards & Poor's.

Oak Creek Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE C – CASH AND INVESTMENTS (CONTINUED)

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. The investments in U.S. Bank Managed Money Market is 100% of the District's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2021 were typical of these items during the fiscal year then ended. The District considers any decline in fair value for certain investments to be temporary.

NOTE D – SPECIAL ASSESSMENT REVENUES

Special assessment revenues recognized for the 2020-2021 fiscal year were levied in August 2020. All taxes are due and payable on November 1 or as soon as the assessment roll is certified and delivered to the Tax Collector. Per Section 197.162, Florida Statutes discounts are allowed for early payment at the rate of 4% in November, 3% in December, 2% in January, and 1% in February. Taxes paid in March are without discount.

All unpaid taxes become delinquent as of April 1. Virtually all unpaid taxes are collected via the sale of tax certificates on, or prior to, June 1; therefore, there were no material taxes receivable at fiscal year end.

NOTE E – CAPITAL ASSETS

Capital Asset activity for the year ended September 30, 2021 was as follows:

	Beginning Balance	Additions	Deletions	Ending Balance
<u>Governmental Activities:</u>				
Capital assets, being depreciated:				
Infrastructure	\$ 2,173,022	\$ -	\$ -	\$ 2,173,022
Buildings and improvements	1,674,275	8,500	-	1,682,775
Improvements other than buildings	560,559	-	-	560,559
Equipment	39,154	-	-	39,154
Total Capital Assets, Being Depreciated	<u>4,447,010</u>	<u>8,500</u>	<u>-</u>	<u>4,455,510</u>
Less accumulated depreciation for:				
Infrastructure	(1,042,686)	(86,920)	-	(1,129,606)
Buildings and improvements	(588,577)	(68,358)	-	(656,935)
Improvements other than buildings	(438,091)	(36,370)	-	(474,461)
Equipment	(17,070)	(2,622)	-	(19,692)
Total Accumulated Depreciation	<u>(2,086,424)</u>	<u>(194,270)</u>	<u>-</u>	<u>(2,280,694)</u>
Total Capital Assets Depreciated, Net	<u>\$ 2,360,586</u>	<u>\$ (185,770)</u>	<u>\$ -</u>	<u>\$ 2,174,816</u>

Depreciation of \$125,912 was charged to physical environment and \$68,358 was charged to culture/recreation.

**Oak Creek Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE F – LONG-TERM DEBT

The following is a summary of activity for long-term debt of the District for the year ended September 30, 2021:

Long-term debt at October 1, 2020	\$ 4,390,000
Principal payments	<u>(215,000)</u>
Long-term debt at September 30, 2021	\$ 4,175,000
Less: bond discount, net	<u>(18,511)</u>
Bonds Payable, Net at September 30, 2021	<u><u>\$ 4,156,489</u></u>

Long-term debt is comprised of the following:

Special Assessment Refunding Bonds

\$4,140,000 Series 2015A-1 Senior Special Assessment Refunding Bonds are due in annual principal installments beginning May 2016 maturing May 2035. Interest at various rates between 2.25% and 4.5% is due May and November beginning November 2015. Current portion is \$170,000.

\$ 3,195,000

\$1,260,000 Series 2015A-2 Subordinate Special Assessment Refunding Bonds are due in annual principal installments beginning May 2016 maturing May 2035. Interest at an interest rate of 5.25% is due May and November beginning November 2015. Current portion is \$50,000.

980,000

Bond payable 4,175,000

Less: bond discount, net (18,511)

Bonds Payable, Net at September 30, 2021 \$ 4,156,489

Oak Creek Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE F – LONG-TERM DEBT (CONTINUED)

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2021 are as follows:

Year Ending September 30,	Principal	Interest	Total
2022	\$ 220,000	\$ 187,188	\$ 407,188
2023	230,000	178,953	408,953
2024	240,000	170,028	410,028
2025	250,000	160,203	410,203
2026	260,000	149,738	409,738
2027-2031	1,505,000	559,863	2,064,863
2032-2035	1,470,000	176,172	1,646,172
Totals	<u>\$ 4,175,000</u>	<u>\$ 1,582,145</u>	<u>\$ 5,757,145</u>

Summary of Significant Bonds Resolution Terms and Covenants

The Series 2015A-1 and Series 2015A-2 Bonds are subject to redemption at the option of the District prior to their maturity, in whole or in part, at any time after May 1, 2025, at a redemption price equal to the principal amount of the Series 2015A-1 Bonds and Series 2015A-2 Bonds to be redeemed, together with accrued interest to the date of redemption. The Series 2015A-1 and Series 2015A-2 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Trust Indenture.

The Trust Indenture established certain amounts be maintained in a reserve account. In addition, the Trust Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements.

Depository Funds

The bond resolution establishes certain funds and determines the order in which revenues are to be deposited into these funds. A description of the significant funds, including their purposes, is as follows:

Reserve Funds - The Series 2015A-1 and Series 2015A-2 Reserve Accounts were funded from the proceeds of the Series 2015A-1 and Series 2015A-2 Bonds in amounts equal to 50 percent of the maximum annual debt service on the outstanding Series 2015A-1 and Series 2015A-2 Bonds. Monies held in the reserve accounts will be used only for the purposes established in the Trust Indenture.

**Oak Creek Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE F – LONG-TERM DEBT (CONTINUED)

Summary of Significant Bonds Resolution Terms and Covenants (Continued)

The following is a schedule of required reserve balances as of September 30, 2021:

	Reserve Balance	Reserve Requirement
Senior Special Assessment Refunding Bonds, Series 2015A-1	\$ 153,927	\$ 153,756
Subordinate Special Assessment Refunding Bonds, Series 2015A-2	\$ 51,978	\$ 50,869

NOTE G – RISK MANAGEMENT

The government is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. These risks are covered by commercial insurance from independent third parties. There were no claims or settled claims from these risks for each of the past three years.



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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Oak Creek Community Development District
Pasco County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Oak Creek Community Development District, as of and for the year ended September 30, 2021, and the related notes to the financial statements, and have issued our report thereon dated March 15, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Oak Creek Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Oak Creek Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Oak Creek Community Development District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.



To the Board of Supervisors
Oak Creek Community Development District
Pasco County, Florida

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Oak Creek Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

March 15, 2022



Berger, Toombs, Elam, Gaines & Frank

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MANAGEMENT LETTER

To the Board of Supervisors
Oak Creek Community Development District
Pasco County, Florida

Report on the Financial Statements

We have audited the financial statements of the Oak Creek Community Development District as of and for the year ended September 30, 2021, and have issued our report thereon dated March 15, 2022.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with *AICPA Professionals Standards*, AT-C Section 315 regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in that report, which is dated March 15, 2022, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations made in the preceding financial audit report.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, requires that we apply appropriate procedures and communicate the results of our determination as to whether or not Oak Creek Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify of the specific conditions met. In connection with our audit, we determined that the Oak Creek Community Development District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

To the Board of Supervisors
Oak Creek Community Development District

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial conditions assessment procedures as of September 30, 2021 for Oak Creek Community Development District. It is management's responsibility to monitor the Oak Creek Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

The information provided below was provided by management and has not been audited; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Oak Creek Community Development District reported:

- 1) The total number of district employees compensated in the last pay period of the District's fiscal year: The District did not have any employees.
- 2) The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year: 7
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: N/A
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: \$103,597
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2020, together with the total expenditures for such project: The District had no construction projects during the year.
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The budget was amended, see schedule on the following page.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, the Oak Creek Community Development District reported:

- 7) The rate or rates of non-ad valorem special assessments imposed by the District: \$838.73 - \$1,006.48 for the General Fund and \$730.20 - \$863.34 for the Debt Service Fund.
- 8) The amount of special assessments collected by or on behalf of the District: Total Special Assessments collected was \$908,446.
- 9) The total amount of outstanding bonds issued by the District and the terms of such bonds: \$4,175,000, matures May 2035.

To the Board of Supervisors
Oak Creek Community Development District

	Original Budget	Actual	Variance with Original Budget Positive (Negative)
Revenues			
Special assessments	\$ 487,619	\$ 488,237	\$ 618
Interest earning	1,600	305	(1,295)
Miscellaneous revenues	250	1,791	1,541
Total Revenues	<u>489,469</u>	<u>490,333</u>	<u>864</u>
Expenditures			
Current			
General government	140,954	138,175	2,779
Physical environment	238,979	213,274	25,705
Culture and recreation	77,536	96,300	(18,764)
Capital outlay	32,000	8,500	23,500
Total Expenditures	<u>489,469</u>	<u>456,249</u>	<u>33,220</u>
Net changes in fund balance	<u>-</u>	<u>34,084</u>	<u>34,084</u>
Fund Balances - October 1, 2020	<u>157,986</u>	<u>157,295</u>	<u>(691)</u>
Fund Balances - September 30, 2021	<u>\$ 157,986</u>	<u>\$ 191,379</u>	<u>\$ 33,393</u>

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.



To the Board of Supervisors
Oak Creek Community Development District

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

March 15, 2022



**Berger, Toombs, Elam,
Gaines & Frank**

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

**INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE
WITH SECTION 218.415, FLORIDA STATUTES**

To the Board of Supervisors
Oak Creek Community Development District
Pasco County, Florida

We have examined Oak Creek Community Development District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2021. Management is responsible for Oak Creek Community Development District's compliance with those requirements. Our responsibility is to express an opinion on Oak Creek Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Oak Creek Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Oak Creek Community Development District's compliance with the specified requirements.

In our opinion, Oak Creek Community Development District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2021.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

March 15, 2022

4D.



CDD Labor Rates

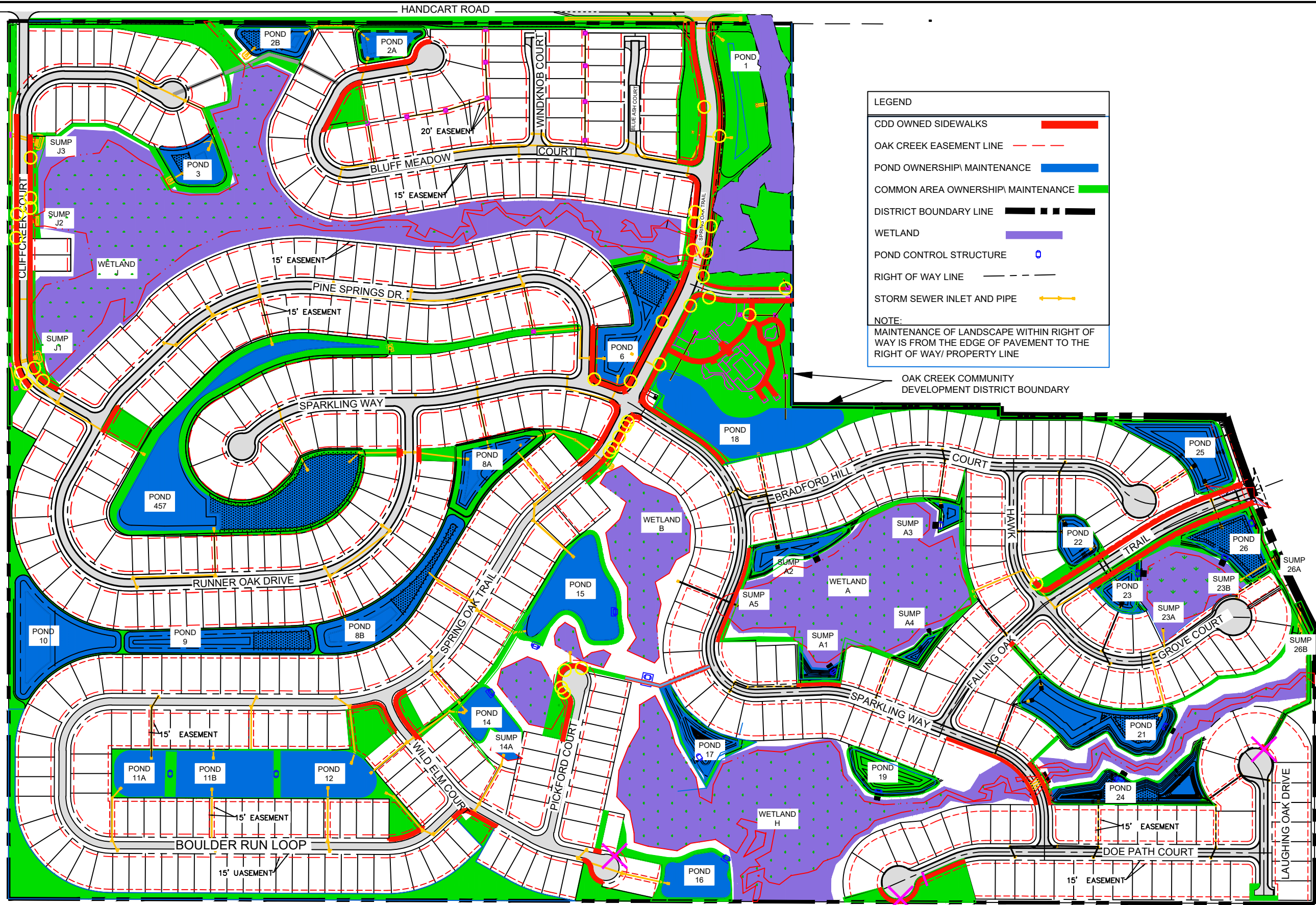
(July 1, 2022 – July 1, 2023)

<u>Classification</u>	<u>Rates</u>
Principal	\$225
Project Manager	\$200
Senior Engineer	\$180
Project Engineer	\$145
Engineer	\$115
Senior Surveyor	\$150
Project Surveyor	\$130
Surveyor	\$95
Survey Field Crew (3-person)	\$165
GIS Technician	\$150
Senior Environmental Scientist	\$150
Environmental Scientist	\$110
Senior Designer	\$110
Designer	\$95
Senior Engineering Technician	\$85
Engineering Technician	\$65
Senior Inspector	\$115
Inspector	\$75
Clerical	\$50

4E.

Below is a table for the bids we received for the Oak Creek Sidewalk Grinding RFP.

Oak Creek CDD - RFP For Sidewalk Grinding		
Company	Contact	Total Bid Price
Inframark	Brett Perez	\$ 1,470.00
Construction Management Services	Mike Ambriati	\$ 3,040.00
Apex Asphalt & Concrete Services	Richard Ostrander	\$ 3,198.00
ACPLM	Joel Samon	\$ 3,710.00
Rose Paving	Mike Kampshnieder	\$ 6,248.92



OAK CREEK COMMUNITY
DEVELOPMENT DISTRICT

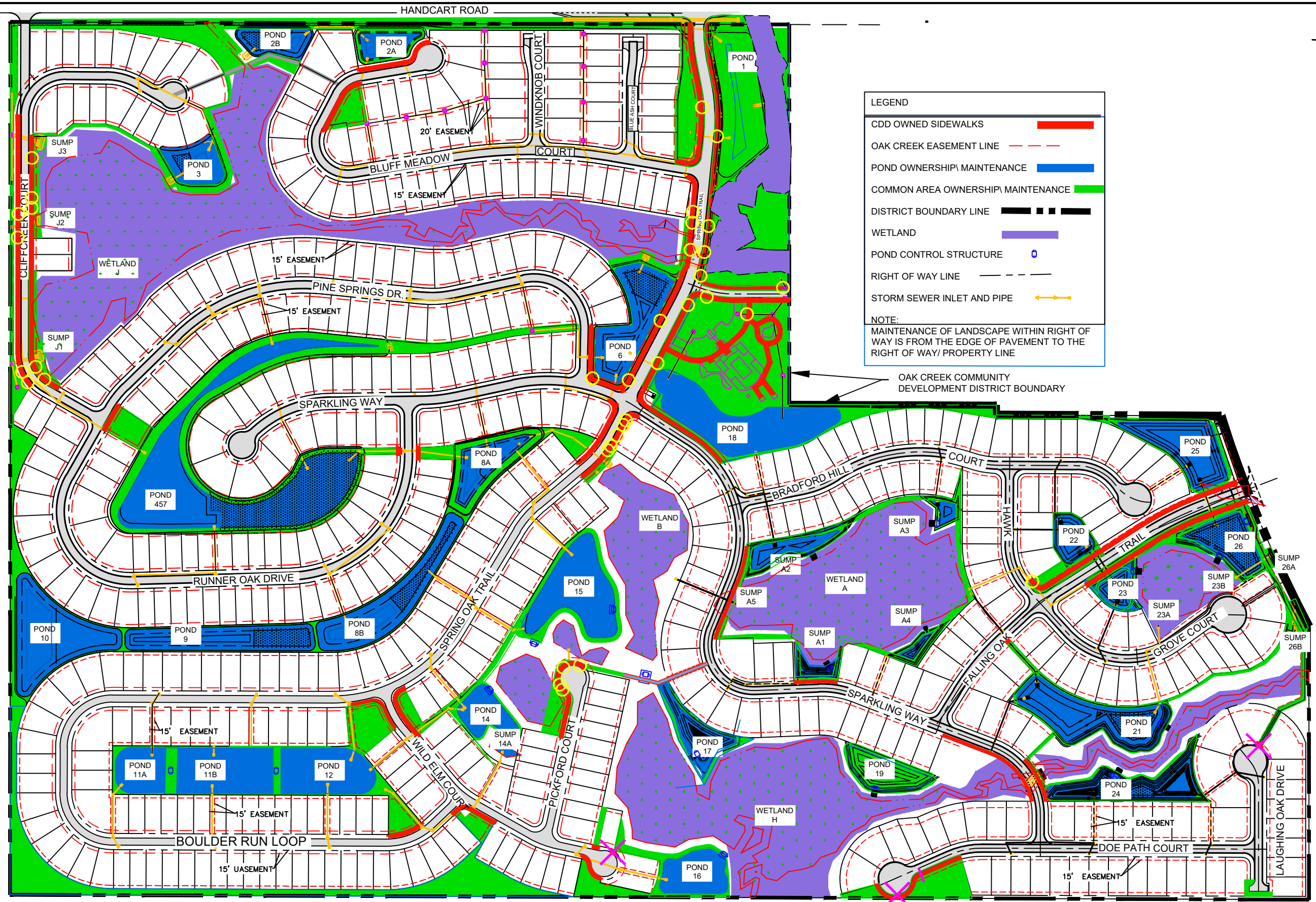
OWNERSHIP MAP



DESIGNED
DRAWN
Q.C.
APPROVED

OAK CREEK PH. 1, 2, & 3
OWNERSHIP MAP

PROJECT NO:
DATE:
JANUARY 2020
SHEET NO:
1



OAK CREEK COMMUNITY
DEVELOPMENT DISTRICT

OWNERSHIP MAP



DESIGNED
DRAWN
Q.C.
APPROVED

OAK CREEK PH. 1, 2, & 3
OWNERSHIP MAP

PROJECT NO:

DATE:

JANUARY 2020

SHEET NO:

1

4F.

Vendor	Water Source	Water Fee	Subtotal	Total
Heat Wave	CDD water	\$ -	\$ 11,845.00	\$ 11,845.00
Eric	CDD water	\$ -	\$ 12,300.00	\$ 12,300.00
Sam Tillis	CDD water	\$ -	\$ 12,600.00	\$ 12,600.00
Integrity	Fire Hydrant Meter	\$ 1,670.00	\$ 14,950.00	\$ 16,620.00

*** Notes on Heat Wave 50% deposit, term 6 is an issue, term 8 and 11 are unacceptable

*** Notes on Eric (Has done our pressure washing before)

*** Notes on Sam Tillis (Prior LMP Manager)

Scope of Work on page 2 with map on page 3

Vega, Mark

To: Mark Vega
Subject: Oak Creek CDD - Community Pressure Washing Project
Attachments: Oak Creek Ownership Map-Ownership Aerial.pdf

All, I need a quote to pressure wash everything all sidewalks, curbs, pool house pool deck, pool house, pool house entry (everything with pavers outside the pool house) Pool deck gazebo/trellis, two pavilions behind the pool but also give me a price for only the thick red lined areas on the map.

In addition I have two entry monuments and a gazebo all on Handcart Road and 2030 feet of white three rail fence to be pressure washed front and back

Last two items I need broken out as options

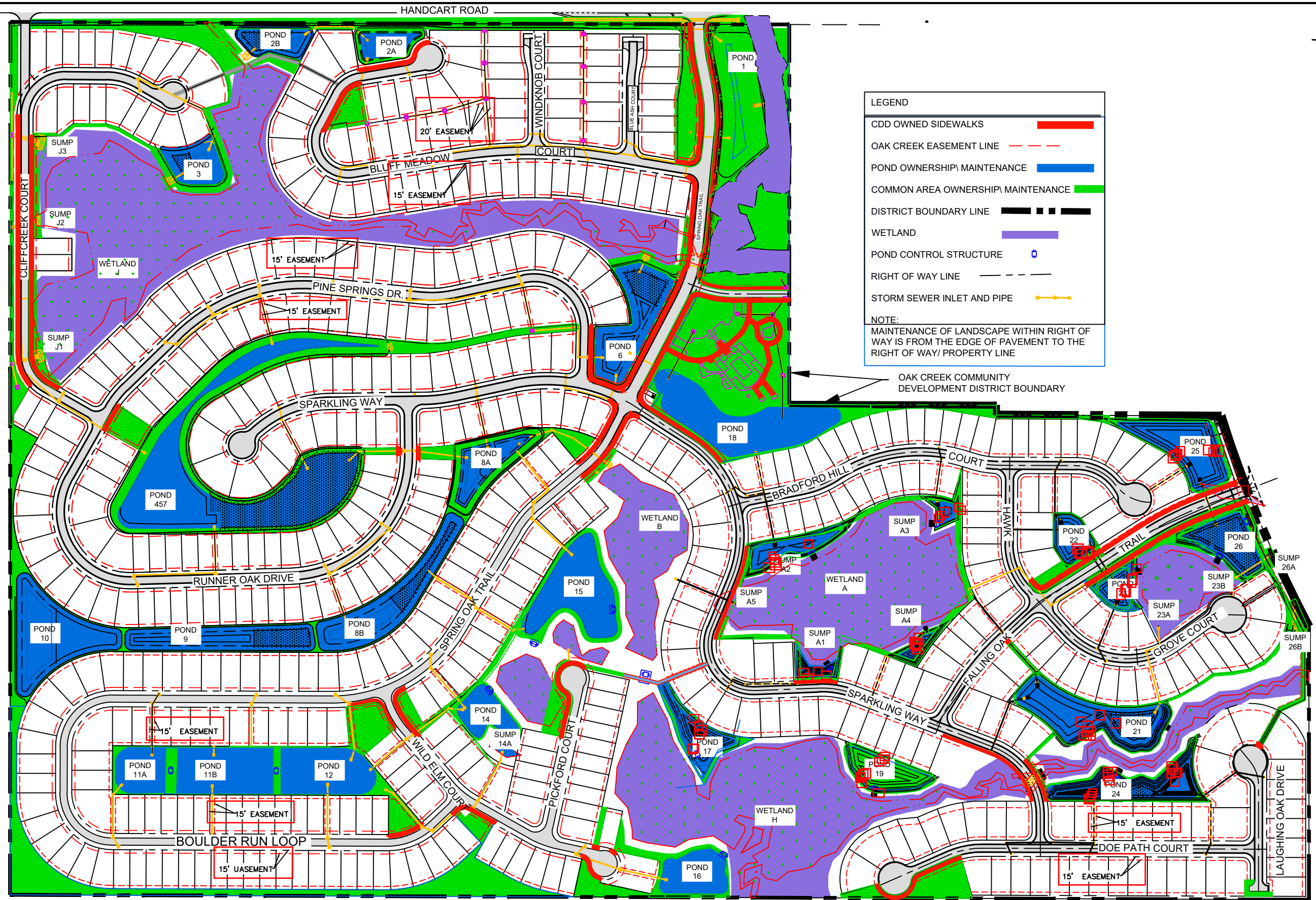
1 is the playground next to the pool

2 is 150 ft wooden bridge at the end of Laughing Oak Drive next to 34042 Laughing Oak Drive (The deck has a urethane sealer applied to it from Conspec)



The Board will vote on April 18th and the Board would like the winner to start asap.

Thanks, **Mark Vega** | District Manager



OAK CREEK COMMUNITY
DEVELOPMENT DISTRICT

OWNERSHIP MAP



DESIGNED
DRAWN
Q.C.
APPROVED

OAK CREEK PH. 1, 2, & 3
OWNERSHIP MAP

PROJECT NO:

DATE:

JANUARY 2020

SHEET NO:

1

Heat Wave Pressure Washing LLC

27300 Dayflower Blvd.
 Wesley Chapel, FL 33544 US
 (813)693-5522
 info@tampawash.com
 http://www.tampawash.com



Estimate

ADDRESS

Oak Creek CDD
 2654 Cypress Ridge Blvd, Suite 101
 Wesley Chapel, Florida 33544

SHIP TO

Oak Creek Community
 2654 Cypress Ridge Blvd, Suite 101
 Wesley Chapel, Florida 33544

ESTIMATE # 2720**DATE 04/07/2022**

ACTIVITY	QTY	RATE	AMOUNT
Commercial:Commercial Sidewalks Commercial Sidewalks Approx. 57,000 sqft. Procedure: 1. With use of booster pump apply Sodium Hypochlorite, surfactant and water to concrete surface. 2. Allowing cleaning solution to dwell for 3-8 minutes. 3. With use of 10 gpm pressure washer and surface cleaner wash surface of concrete. 4. With use of 10 gpm pressure washer rinse concrete surface to remove cleaning solution, algae, dirt and grime. 5. With use of booster pump apply Sodium Hypochlorite to newly cleaned concrete "Post treatment" to eliminate any left over algae also helps keep concrete cleaner longer.	57,000	0.09	5,130.00
Commercial:Curbing Commercial Curbing Approx. 10,500 linft.	10,500	0.15	1,575.00
Procedure: 1. With use of booster pump apply Sodium Hypochlorite, surfactant and water to concrete surface. 2. Allowing cleaning solution to dwell for 3-8 minutes. 3. With use of 10 gpm pressure washer and surface cleaner wash surface of concrete. 4. With use of 10 gpm pressure washer rinse concrete surface to remove cleaning solution, algae, dirt and grime. 5. With use of booster pump apply Sodium Hypochlorite to newly cleaned concrete "Post treatment" to eliminate any left over algae also helps keep concrete cleaner longer.			
Commercial:Fence Cleaning Both side Approx. 1100 Inft. Procedure:	2,200	1.20	2,640.00

ACTIVITY	QTY	RATE	AMOUNT
1. With use of booster pump apply Sodium Hypochlorite, surfactant and water to concrete surface. 2. Allowing cleaning solution to dwell for 3-8 minutes. 3. With use of 10 gpm pressure washer and surface cleaner wash surface of concrete. 4. With use of 10 gpm pressure washer rinse concrete surface to remove cleaning solution, algae, dirt and grime.			
Commercial:Pool Deck	1	1,475.00	1,475.00
Paver pool deck			
Approx. 5,500 sqft			
2 Gazebo structures (roof not included)			
Pool entrance structure			
Playground pad			
Procedure:			
1. With use of booster pump apply Sodium Hypochlorite, surfactant and water to concrete surface. 2. Allowing cleaning solution to dwell for 3-8 minutes. 3. With use of 10 gpm pressure washer and surface cleaner wash surface of concrete. 4. With use of 10 gpm pressure washer rinse concrete surface to remove cleaning solution, algae, dirt and grime. 5. With use of booster pump apply Sodium Hypochlorite to newly cleaned concrete "Post treatment" to eliminate any left over algae also helps keep concrete cleaner longer.			
Commercial:Commercial Various Jobs	1	650.00	650.00
Wooden Bridge			
Approx. 150 lin ft			
Procedure:			
1. With use of booster pump apply Sodium Hypochlorite, surfactant and water to concrete surface. 2. Allowing cleaning solution to dwell for 3-8 minutes. 3. With use of 10 gpm pressure washer and surface cleaner wash surface of concrete. 4. With use of 10 gpm pressure washer rinse concrete surface to remove cleaning solution, algae, dirt and grime.			
Commercial:Clean Monument Signs	1	375.00	375.00
Commercial Monument Sign Pressure Washed and gazebo at both entrances			
Procedure:			
1. With booster pump spray clean water on all surrounding vegetation to help protect from cleaning solution. 2. With use of Booster pump apply cleaning solutions to building surface starting at ground level and working your way up. 3. Allow cleaning solution to dwell for 3-8 minutes and rinse will booster pump to wash away algae, dirt and grime. 4. Upper areas of building usually fascia if really dirty we may use an extention pole and scrub dirty areas to help break down dirt. 5. May have to repeat steps several times until all algae, dirt and grime are removed. 6. After building is cleaned with use of booster pump spray			

ACTIVITY	QTY	RATE	AMOUNT
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clean water on surrounding vegetation to dilute cleaning solution.

Payment schedule	SUBTOTAL	11,845.00
50% due before scheduling	TAX	0.00
Remainder due 30 days after final inspection or after completion notification.	TOTAL	\$11,845.00

Water sources must be provided to fill our water tanks. If not possible fire hydrant permits will be applied by Heat Wave and cost of permit and water will be billed on final invoice.

Accepted By

Accepted Date

Heat Wave Pressure Washing LLC

Agenda Page #75

27300 Dayflower Blvd
Wesley Chapel, FL 33545
(813)693-5522

TERMS OF SERVICE

1. Legally Binding Agreement

By signing a contract with Heat Wave Pressure Washing, LLC you are signing a legally binding contract for work to be completed at an agreed upon price. In the event that you break this contract, all deposits made to the company shall be surrendered as damages.

2. Product Warranties

All Warranties are limited to those offered by the manufactures of the products used. Heat Wave Pressure Washing, LLC offers no additional warranties. If you ever have a concern regarding our work Heat Wave Pressure Washing, LLC should be notified immediately.

3. Water Usage

By signing this agreement, you agree to provide Heat Wave Pressure Washing, LLC the right to use an on-site water supply as needed to complete the stated project without compensation. If an exterior water supply is required it will be at an additional charge. It is the Customer's responsibility to make sure the water supply is on and working before we arrive. Additional charges will be applied if water is not available.

4. Electrical Usage

By signing this agreement, you agree to provide Heat Wave Pressure Washing, LLC the right to use an on-site source of electricity as needed to complete the stated project without compensation. If an exterior source is required it will be at an additional charge.

5. Color and Tone

The properties and species of wood, age and weather can greatly affect the resulting color or tone of the stain. Note: Variances may occur on individual boards as well as total project densities and other characteristics vary across and throughout wood. Heat Wave Pressure Washing, LLC and all of its associates attempt to represent final finish color and tones as best as possible. While we can often give you an idea of the overall color or tone you must expect some variance in the overall finish.

6. Fence Pressure Washing

When pressure washing an outdoor fence, Heat Wave Pressure Washing, LLC only washes the part of the inside of your fence and both sides of the gate. Doing the outside of the fence requires Heat Wave Pressure Washing, LLC to stand and spray chemicals and water on your neighbor's property, grass, shrubs or trees. Therefore, if you want both sides of your fence washed Heat Wave Pressure Washing, LLC must have written permission from your neighbor(s) to also be on their property and spraying water and chemicals on their property, shrubs, grass, trees, etc.

7. Courtesy

While Heat Wave Pressure Washing, LLC is on location on your property, you are responsible for keeping all children and pets, as well as other individuals away from the work area. Children and pets must be kept off work surface for at least 24 hours after our work is complete. This is for your safety.

8. Payments

All payments to Heat Wave Pressure Washing, LLC are due as per the contract schedule and are to be paid by check, money order, cash or credit cards. All balances are ALWAYS paid due and payable upon completion of the job. A late fee of 18 % will be assessed on all balances not paid upon completion of work. The customer agrees to pay any collection cost incurred by Heat Wave Pressure Washing, LLC related to the collection process of outstanding balances. This includes all attorney fees and court costs.

9. Scheduling

Scheduling of a business in which productivity relies upon the weather can be difficult. Inclement weather may affect scheduling. We try our best to keep scheduling conflicts to a minimum, however circumstances that are beyond our control may affect your project start and completion dates. You will be notified of any changes.

10. Removal & Replacement of Deck Contents

Removal and replacement of grills, deck furniture, planters, etc. is the responsibilities of the client. Should we need to remove items from the area being cleaned, we will not be responsible for breakage or for storage issues. An additional charge will be applied for the time & labor devoted to the removal and replacement of these items.

11. Damages

Heat Wave Pressure Washing, LLC is not responsible for damages due to improperly installed siding, loose shingles, broken or open windows, improperly sealed windows, wood rot, defective construction, improperly secured wires, lose or improperly installed gutters and leaders, and improper caulking. In every aluminum siding case, and in some cases in vinyl siding, the sun and weather will bleach the color and cause it to fade. Power washing, which entails removal of chalky, gritty buildup of failing surface materials, may cause the faded aspects of the vinyl or aluminum to stand out. Heat Wave Pressure Washing, LLC will not be responsible for such conditions. Heat Wave Pressure Washing, LLC will not be responsible for loose mortar that may dislodge during the cleaning process. Heat Wave Pressure Washing LLC is not responsible for any debris found in pools or discoloration of water, especially after stripping around pool areas. Heat Wave Pressure Washing LLC is not responsible for any damages exceeding the cost of the project we are doing for you.

12. Plants, Trees, Shrubs, Flowers, Fish, etc.

Heat Wave Pressure Washing, LLC takes special precautions to protect all your potted and garden plants, trees and shrub life. We ask all our customers to remove any potted plants in the area of being pressure washed. Those potted plants left within the pressure washing area are the sole responsibility of the customer.

Wildlife, caged animals or fish in ponds, pools, etc. are the sole responsibility of the customer. They should be removed from the area or placed under a cover provided by the customer when the pressure washing is taking place. It is the sole discretion of the customer when the animal life can return to its normal location. Heat Wave Pressure Washing, LLC is not responsible for any loss.

If requested by customer, Heat Wave Pressure Washing, LLC can protect your plant life with a tarp cover over your vegetation.

Additional Cover Request ☐ Yes ☐ No

Before pressure washing we rinse all vegetation and after cleaning is complete, all surrounding vegetation will be rinsed utilizing an application of SH neutralizer, which may leave a white film. Most times this is enough to protect your tree and plant life, but sometimes for whatever reason, we may lose a plant. Minor wilting and discoloration is common and we recommend you thoroughly wash down your vegetation after any pressure washing on roofs or homes, etc., to minimize any residual effect. We suggest any new plants be established at least Sixty (60) days before pressure washing around them. Customers **must** inform Heat Wave Pressure

Washing, LLC if any vegetation has been planted less than Sixty (60) days. Heat Wave Pressure Washing, LLC is therefore not responsible for any minor loss of vegetation or any damages exceeding the cost of the project we are doing for you. _____ **Please Initial**

13. Stains

Some stains cannot be removed by power washing. Tree sap, artillery fungus, splatters from stain, paint and oil stains are examples of materials that cannot be removed by conventional means. We make ever attempt to point out these areas to the customer when quoting the project. Sometimes, these stains cannot be removed at all.

14. Structure

Heat Wave Pressure Washing, LLC expects your property to be in good repair. This includes but is not limited to all electrical service including receptacles and light fixtures. Doors and windows shall also be weathertight. A working water source must be provided and should be inspected by client before arrival of job from Heat Wave Pressure Washing, LLC . If water source needs to be provided by Heat Wave Pressure Washing LLC, client should notify Heat Waver Pressure Washing LLC before he arrives. Heat Wave Pressure Washing, LLC is not responsible for damages as a result of water infiltration or infusion from leaks from roof, poor or improper installation of doors and windows or walls around house and the maintenance and repair of electrical and water or related items. Heat Wave Pressure Washing, LLC does not guarantee removal of artillery fungus from exterior house surfaces.

15. Windows

Windows may become water spotted as a result of our services. Window cleaning is NOT included but can be done for an additional charge.

Date_____

Price \$_____

Accepted by

Customer

Eric's Lawn Care & Pressure Washing

(813) 997-1497

Residential/Commercial
38812 Central Ave Weekly & Monthly Rates
Zephyrhills, FL 33540 Licensed & Insured

Quotation PW-22-04-053

DATE 04/08/2022

DATE	ACTIVITY	QTY	RATE	AMOUNT
04/25/2022	Service:Pressure Washing Services Pressure Washing Services to be performed sidewalks and curbs marked with thick red line on development map, Pool house entry (everything with pavers outside the Pool house) , Pool deck gazebo/trellis, two pavilions behind the pool, front fence (front and back) along Hand Cart between housing development entrances, 2 front monuments, playground, and 150ft long wooden bridge.	1	12,300.00	12,300.00

A final estimate will be presented once the customer decides on options they would like included.

Water will be tanked and transported from centralized filling area located near pool house unless otherwise specified by customer.

Work will be performed Monday through Wednesday commencing April 25th until work is completed.

TOTAL

\$ 12,300.00

Accepted By

Accepted Date

T & S Lath and Stucco

15932 14th street

Dade City, FL 33523 US

+1 3529999994

tiva.tslathandstucco@gmail.com



Estimate

ADDRESS

Mark Vega

ESTIMATE # 1006**DATE** 04/14/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	pressure washing		1	12,500.00	12,500.00

Pressure washing all sidewalks and around pool area and two entry monuments and a gazebo and 2030 feet of white three rail fence.

TOTAL**\$12,500.00**

Accepted By

Accepted Date



How Integrity Can Meet Your Property's Needs:

- Competitive pricing
- Schedules that flow with your community's demands
- Minimize disruption to community
- Preventative maintenance programs for concrete surfaces and roofs
- Professional employees that are friendly and courteous
- Established contractor since 2004
- **Protect your owners** from lawsuits:
 - No subcontractors, all workers are our employees and are covered by Worker's Comp in the roofing code
 - We follow OSHA safety standards
- State-of-the-art equipment to help streamline maintenance and increase production



Proposal of Services



Micah Valladares Jr.
VP of Sales
(813) 732-2041
Micahjr@integritypressurecleaning.com

3/31/22
Oak Creek CDD
Laughing Oak Dr.
Wesley Chapel, FL 33545

Scope of Work

Concrete Cleaning & Treatment

Pressure clean concrete to remove mold, dirt and loose oils from surfaces. Treat concrete where needed with mild bleach solution to remove stubborn mold and keep areas clean longer.

- | | |
|--|------------------------|
| ➤ Sidewalks (RED) | TOTAL = \$7,250 |
| ➤ Miami curbing/street gutters/storm drains (YELLOW) | TOTAL = \$4,200 |
| ➤ Pool deck | TOTAL = \$975 |

Hardscape Cleaning

Apply mild bleach solution to surfaces then soft wash (rinse with light pressure) to remove mold, dirt and bugs from surfaces.

- | | |
|---|------------------------|
| ➤ Entryway gazebo & 2 monuments | TOTAL = \$175 |
| ➤ Pool house, pavilion and 2 gazebos behind | TOTAL = \$425 |
| ➤ Playground | TOTAL = \$200 |
| ➤ Both sides of split-rail fencing (GREEN) | TOTAL = \$1,400 |
| ➤ Wooden bridge (BLUE) | TOTAL = \$325 |

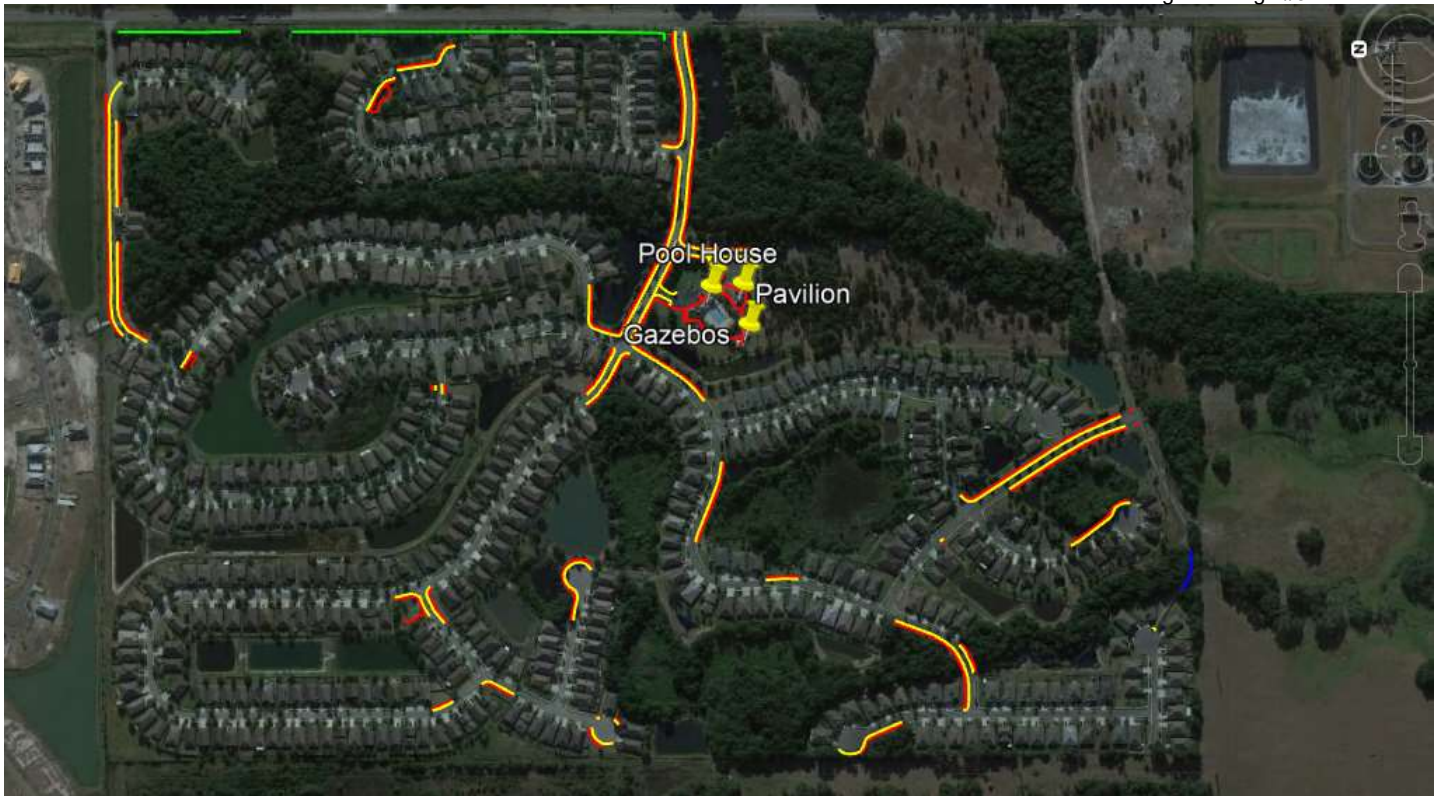
GRAND TOTAL (cost based on volume pricing) = \$

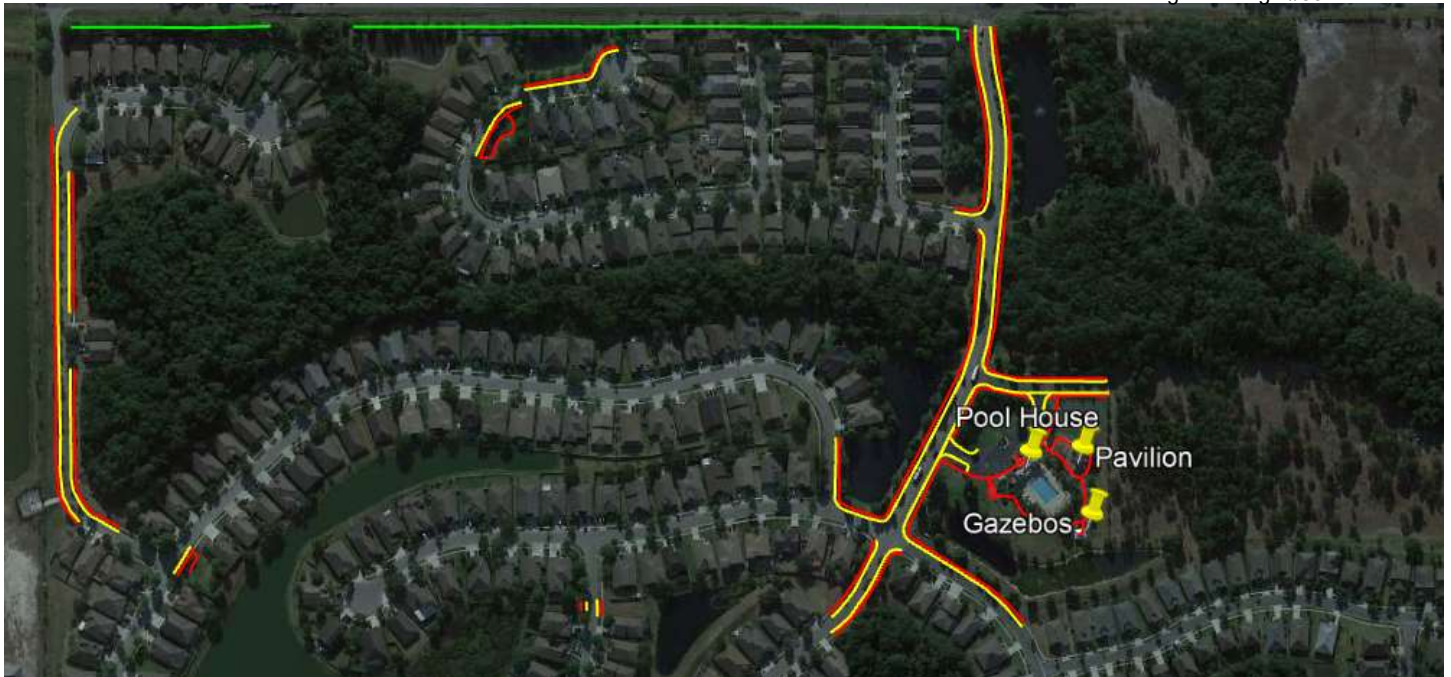
Hydrant Meter

Hydrant meter deposit and usage (Pasco County Utilities)

TOTAL = \$1,670

BOD to pay for meter upfront – Once meter is returned, majority of deposit will be refunded in 4-6 weeks





Site Plan

- Water source to be supplied by IPC
- 2-man crew onsite to perform work
- Client to ensure residents are noticed regarding schedule
- Ops manager to visit site periodically

Project Duration & Payment

- 6-7 days
- 25% down, remainder due Net 30

Terms & Conditions

General. This proposal is subject to change without notice and is automatically withdrawn on the 15th day following the date of issue if not accepted in writing and a copy of this proposal returned to **INTEGRITY PRESSURE CLEANING, INC.** ("Contractor"). If Customer cancels this prior to the start of work, Customer is liable for 15% of the total Agreement price as liquidated damages, because Contractor is unable to accurately measure its damages for the cancellation of the Agreement. By executing this Agreement, Customer and Contractor agree that the liquidated damages amount is not a penalty. Contractor reserves the right to withdraw this proposal at any time prior to its acceptance or to cancel this Agreement prior to commencing work if the cost to complete the work varies from the initial standard pricing due to a typographical or mathematical error. As used in this Agreement, (a) the word "or" is not exclusive, (b) the word "including" is always without limitation, (c) "days" means calendar days and (d) singular words include plural and vice versa.

Access. Customer shall provide Contractor with adequate access to electricity, water and other utilities as needed, the work site, and the work area adjacent to the structure. Customer represents to Contractor that all of the existing surfaces are suitable to receive the cleaning and/or work identified in the scope of work. Customer shall provide Contractor with access to deliver and/or remove materials and debris. Prior to the commencement of work, Customer shall provide Contractor with all information necessary to prepare any necessary permitting. Customer and/or owner shall hold harmless and indemnify Contractor from all damages, liabilities, attorney's fees and other expenses incurred as a result of the Customer and/or Customer's failure to fulfill its obligations under this paragraph.

Payment Terms. Contractor reserves the right to require a deposit in excess of 10%, and Customer hereby waives the requirements of Florida Statute 489.123. Customer agrees to pay interest at the rate of 1 1/2 % per month (**ANNUAL PERCENTAGE RATE OF 18%**), unless otherwise required by law, on the balance of any and all unpaid amounts. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices. The total Agreement amount, including the charges for changes/extras outside the scope of work identified herein, shall be payable to Contractor in accordance with the Agreement. No portion of the agreed upon payment may be withheld, back charged or used as a setoff of the agreed upon payment amount without the written consent of Contractor. Customer acknowledges and agrees that it has an independent obligation to pay Contractor. If Customer does not make payment, Contractor shall be entitled to recover from Customer all costs of collection incurred by Contractor, including attorney's fees, costs, and expenses incurred whether or not litigation is initiated. Collection matters may be processed through litigation or arbitration at Contractor's sole discretion. If Customer fails to pay Contractor in accordance with this Agreement, then Contractor may, at its sole discretion, suspend performance of all work until full payment is made, and/or terminate this Agreement. If a suspension occurs that is not caused solely by the Contractor, the Agreement sum shall be increased by the amount of contractor's reasonable costs of shut-down delay and start-up. Contractor reserves the right to terminate the Agreement for convenience.

Site Conditions. Should the Contractor discover concealed or unknown conditions at the site that vary from those conditions ordinarily encountered and generally recognized as inherent in the work of the character identified in this Agreement, then the Agreement amount shall be equitably adjusted upon notice thereof from the Contractor to the Customer.

Restrictions and Requirements. Contractor shall carry worker's compensation, automobile liability, commercial general liability and any other insurance required by law. In the event that state, county, or municipal codes or regulations require work not expressly set forth in this Agreement or that differs materially from that generally recognized as inherent in work of the character provided for in this Agreement, all extra costs for Contractor's labor and materials shall be the sole obligation of the Customer. Prior to executing this Agreement, Customer shall notify Contractor in writing of all property and deed restrictions and/or covenants that relate to or restrict the work contemplated under this Agreement. Contractor shall not be responsible for work performed that does not comply with or conform to the property restrictions or covenants. Customer shall pay Contractor for all work performed in violation of any covenant or restriction if Customer failed to notify Contractor in writing prior to executing this Agreement.

Customer Protection of Property. Customer shall be solely responsible for any pre-existing damages to curbs, walkways, driveways, structures, HVAC, utility lines, pipes, gutters, landscaping, appurtenances, or other real or personal property at the project location during work. Unless otherwise specified, there is no specific completion date for Contractor's work. Contractor will perform the work within a reasonable time and in a workmanlike manner.

Choice of Law, Venue and Attorney's Fees. This Agreement shall be governed by the laws of the State of Florida. Venue of any proceeding arising out of this Agreement shall be **Pasco County, Florida**. The non-prevailing party in any legal or equitable action arising out of or relating to this Agreement including arbitration, administrative, appellate and/or bankruptcy proceedings shall reimburse the prevailing party on demand for all attorney's fees, costs, and expenses incurred by the prevailing party in connection with the action.

Jury Trial Waiver. In the event there is litigation over the enforcement of a collection matter or construction lien, the parties **KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.**

Damage Limitation. Customer understands that the services contemplated under this Agreement involve pressure washing and other actions that may cause physical alteration to the site. Customer understands and accepts the risks inherent in the actions used to provide the services and holds Company harmless for any damages resulting from spraying of water or bleach onto areas requested to be cleaned by Customer. Customer also understands and accepts that performance of the work is no guarantee of the removal of stains, mold, mildew or other issues associated with the site and Contractor is in no way liable for any pre-existing conditions that are unable to be cleaned. In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable for special, consequential, punitive, or indirect damages, including loss of use or loss of profits.

Warranties. Unless otherwise provided: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** The sole warranty associated with the work will be issued by Roof-A-Cide US, Inc. or one of its affiliates or subsidiaries. This warranty is not issued by Contractor and any claim under the warranty must be made directly to Roof-A-Cide US, Inc. under the terms of the warranty.

Claims. It is Customer's duty to notify Contractor in writing within **three (3) days** of the occurrence of any claim, defect or deficiency arising out of work, services or materials provided by Contractor under this Agreement ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence shall result in the Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort or federal or state statutory claims.

Acts of God. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, federal, state or local law, regulation or order; strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

Customer Delay. The Parties agree that the Contractor should be permitted to execute its work without interruption. If Contractor's work is delayed at any time by any act or neglect of Customer and/or Customer's representatives, employees, agents, guests, or invitees, or any other contractor employed by the Customer, or by any changes ordered in the work, then Contractor shall be reimbursed or paid for all additional costs or damages incurred as a result. This shall include damages related to lost use of equipment caused by the delay.

Working Hours. The proposal is based upon the performance of all work during Contractor's regular working hours, excluding weekends and National holidays. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours if required by Customer.

Notification. Customer shall be responsible for notifying its residents of any work performed by Contractor. Customer shall be liable for any delay in work resulting from a resident obstructing or delaying the work.

Construction and Interpretation. Each provision of the Agreement shall be construed as if both parties mutually drafted this Agreement. If a provision of this Agreement (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Agreement, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. Headings are for convenience only and do not affect interpretation. This Agreement records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference. This Agreement incorporates the documents entitled "Proposal/Contract," "Statutory Warnings," and "Work Authorization" (if applicable), as well as any other document signed by both parties as part of this Agreement. Customer represents that it has read and fully understood the Contract Documents, or has had an opportunity to consult with counsel, prior to executing this Agreement. In the event of a conflict between this Agreement and any other Contract Document, the order of precedence is Work Authorization (to the extent it exists) followed by these terms and conditions.

Note: Signing this proposal indicates the proposed scope and any sketch outlines above have been reviewed thoroughly. Any additional scope will require an additional cost. This contract may be withdrawn if not accepted in 90 days.

Printed Name _____

Authorized Signature _____

Date _____

Heat Wave Pressure Washing LLC

27300 Dayflower Blvd.
 Wesley Chapel, FL 33544 US
 (813)693-5522
 info@tampawash.com
 http://www.tampawash.com



Estimate

ADDRESS

Oak Creek CDD
 2654 Cypress Ridge Blvd, Suite 101
 Wesley Chapel, Florida 33544

SHIP TO

Oak Creek Community
 2654 Cypress Ridge Blvd, Suite 101
 Wesley Chapel, Florida 33544

ESTIMATE # 2720**DATE** 04/07/2022

ACTIVITY	QTY	RATE	AMOUNT
Commercial:Commercial Sidewalks Commercial Sidewalks Approx. 57,000 sqft. Procedure: 1. With use of booster pump apply Sodium Hypochlorite, surfactant and water to concrete surface. 2. Allowing cleaning solution to dwell for 3-8 minutes. 3. With use of 10 gpm pressure washer and surface cleaner wash surface of concrete. 4. With use of 10 gpm pressure washer rinse concrete surface to remove cleaning solution, algae, dirt and grime. 5. With use of booster pump apply Sodium Hypochlorite to newly cleaned concrete "Post treatment" to eliminate any left over algae also helps keep concrete cleaner longer.	57,000	0.09	5,130.00
Commercial:Curbing Commercial Curbing Approx.10,500lnft.	10,500	0.15	1,575.00
Procedure: 1. With use of booster pump apply Sodium Hypochlorite, surfactant and water to concrete surface. 2. Allowing cleaning solution to dwell for 3-8 minutes. 3. With use of 10 gpm pressure washer and surface cleaner wash surface of concrete. 4. With use of 10 gpm pressure washer rinse concrete surface to remove cleaning solution, algae, dirt and grime. 5. With use of booster pump apply Sodium Hypochlorite to newly cleaned concrete "Post treatment" to eliminate any left over algae also helps keep concrete cleaner longer.			
Commercial:Fence Cleaning Both side Approx. 1100 lnft. Procedure:	2,200	1.20	2,640.00

ACTIVITY	QTY	RATE	AMOUNT
<ol style="list-style-type: none"> 1. With use of booster pump apply Sodium Hypochlorite, surfactant and water to concrete surface. 2. Allowing cleaning solution to dwell for 3-8 minutes. 3. With use of 10 gpm pressure washer and surface cleaner wash surface of concrete. 4. With use of 10 gpm pressure washer rinse concrete surface to remove cleaning solution, algae, dirt and grime. 			
Commercial:Pool Deck	1	1,475.00	1,475.00
Paver pool deck			
Approx. 5,500 sqft			
2 Gazebo structures (roof not included)			
Pool entrance structure			
Playground pad			
Procedure:			
<ol style="list-style-type: none"> 1. With use of booster pump apply Sodium Hypochlorite, surfactant and water to concrete surface. 2. Allowing cleaning solution to dwell for 3-8 minutes. 3. With use of 10 gpm pressure washer and surface cleaner wash surface of concrete. 4. With use of 10 gpm pressure washer rinse concrete surface to remove cleaning solution, algae, dirt and grime. 5. With use of booster pump apply Sodium Hypochlorite to newly cleaned concrete "Post treatment" to eliminate any left over algae also helps keep concrete cleaner longer. 			
Commercial:Commercial Various Jobs	1	650.00	650.00
Wooden Bridge			
Approx. 150 lin ft			
Procedure:			
<ol style="list-style-type: none"> 1. With use of booster pump apply Sodium Hypochlorite, surfactant and water to concrete surface. 2. Allowing cleaning solution to dwell for 3-8 minutes. 3. With use of 10 gpm pressure washer and surface cleaner wash surface of concrete. 4. With use of 10 gpm pressure washer rinse concrete surface to remove cleaning solution, algae, dirt and grime. 			
Commercial:Clean Monument Signs	1	375.00	375.00
Commercial Monument Sign Pressure Washed and gazebo at both entrances			
Procedure:			
<ol style="list-style-type: none"> 1. With booster pump spray clean water on all surrounding vegetation to help protect from cleaning solution. 2. With use of Booster pump apply cleaning solutions to building surface starting at ground level and working your way up. 3. Allow cleaning solution to dwell for 3-8 minutes and rinse will booster pump to wash away algae, dirt and grime. 4. Upper areas of building usually fascia if really dirty we may use an extension pole and scrub dirty areas to help break down dirt. 5. May have to repeat steps several times until all algae, dirt and grime are removed. 6. After building is cleaned with use of booster pump spray 			

ACTIVITY	QTY	RATE	AMOUNT
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clean water on surrounding vegetation to dilute cleaning solution.

Payment schedule	SUBTOTAL	11,845.00
50% due before scheduling	TAX	0.00
Remainder due 30 days after final inspection or after completion notification.	TOTAL	\$11,845.00

Water sources must be provided to fill our water tanks. If not possible fire hydrant permits will be applied by Heat Wave and cost of permit and water will be billed on final invoice.

Accepted By

Accepted Date

Heat Wave Pressure Washing LLC

Agenda Page #89

27300 Dayflower Blvd
Wesley Chapel, FL 33545
(813)693-5522

TERMS OF SERVICE

1. Legally Binding Agreement

By signing a contract with Heat Wave Pressure Washing, LLC you are signing a legally binding contract for work to be completed at an agreed upon price. In the event that you break this contract, all deposits made to the company shall be surrendered as damages.

2. Product Warranties

All Warranties are limited to those offered by the manufactures of the products used. Heat Wave Pressure Washing, LLC offers no additional warranties. If you ever have a concern regarding our work Heat Wave Pressure Washing, LLC should be notified immediately.

3. Water Usage

By signing this agreement, you agree to provide Heat Wave Pressure Washing, LLC the right to use an on-site water supply as needed to complete the stated project without compensation. If an exterior water supply is required it will be at an additional charge. It is the Customer's responsibility to make sure the water supply is on and working before we arrive. Additional charges will be applied if water is not available.

4. Electrical Usage

By signing this agreement, you agree to provide Heat Wave Pressure Washing, LLC the right to use an on-site source of electricity as needed to complete the stated project without compensation. If an exterior source is required it will be at an additional charge.

5. Color and Tone

The properties and species of wood, age and weather can greatly affect the resulting color or tone of the stain. Note: Variances may occur on individual boards as well as total project densities and other characteristics vary across and throughout wood. Heat Wave Pressure Washing, LLC and all of its associates attempt to represent final finish color and tones as best as possible. While we can often give you an idea of the overall color or tone you must expect some variance in the overall finish.

6. Courtesy

While Heat Wave Pressure Washing, LLC is on location on your property, you are responsible for keeping all children and pets, as well as other individuals away from the work area. Children and pets must be kept off work surface for at least 24 hours after our work is complete. This is for your safety.

7. Scheduling

Scheduling of a business in which productivity relies upon the weather can be difficult. Inclement weather may affect scheduling. We try our best to keep scheduling conflicts to a minimum, however circumstances that are beyond our control may affect your project start and completion dates. You will be notified of any changes.

8. Removal & Replacement of Deck Contents

Removal and replacement of grills, deck furniture, planters, etc. is the responsibilities of the client. Should we need to remove items from the area being cleaned, we will not be responsible for breakage or for storage issues. An additional charge will be applied for the time & labor devoted to the removal and replacement of these items.

9. Damages

Heat Wave Pressure Washing LLC is not responsible for any damages exceeding the cost of the project we are doing for you.

10. Plants, Trees, Shrubs, Flowers, Fish, etc.

Heat Wave Pressure Washing, LLC takes special precautions to protect all your potted and garden plants, trees and shrub life. We ask all our customers to remove any potted plants in the area of being pressure washed. Those potted plants left within the pressure washing area are the sole responsibility of the customer.

Wildlife, caged animals or fish in ponds, pools, etc. are the sole responsibility of the customer. They should be removed from the area or placed under a cover provided by the customer when the pressure washing is taking place. It is the sole discretion of the customer when the animal life can return to its normal location. Heat Wave Pressure Washing, LLC is not responsible for any loss.

Before pressure washing we rinse all vegetation and after cleaning is complete, all surrounding vegetation will be rinsed utilizing an application of SH neutralizer, which may leave a white film. Most times this is enough to protect your tree and plant life, but sometimes for whatever reason, we may lose a plant. Minor wilting and discoloration is common and we recommend you thoroughly wash down your vegetation after any pressure washing on roofs or homes, etc., to minimize any residual effect. We suggest any new plants be established at least Sixty (60) days before pressure washing around them. Customers **must** inform Heat Wave Pressure Washing, LLC if any vegetation has been planted less than Sixty (60) days. Heat Wave Pressure Washing, LLC is therefore not responsible for any minor loss of vegetation or any damages exceeding the cost of the project we are doing for you.

_____ **Please Initial**

11. Stains

Some stains cannot be removed by power washing. Tree sap, artillery fungus, splatters from stain, paint and oil stains are examples of materials that cannot be removed by conventional means. We make ever attempt to point out these areas to the customer when quoting the project. Sometimes, these stains cannot be removed at all.

12. Structure

Heat Wave Pressure Washing, LLC expects your property to be in good repair. This includes but is not limited to all electrical service including receptacles and light fixtures. Doors and windows shall also be weathertight. A working water source must be provided and should be inspected by client before arrival of job from Heat Wave Pressure Washing, LLC. If water source needs to be provided by Heat Wave Pressure Washing LLC, client should notify Heat Waver Pressure Washing LLC before he arrives. Heat Wave Pressure Washing, LLC is not responsible for damages as a result of water infiltration or infusion from leaks from roof, poor or improper installation of doors and windows or walls around house and the maintenance and repair of electrical and water or related items. Heat Wave Pressure Washing, LLC does not guarantee removal of artillery fungus from exterior house surfaces.

13. Windows

Windows may become water spotted as a result of our services. Window cleaning is NOT included but can be done for an additional charge.

Date _____

Price \$ _____

Accepted by

Customer

Fifth Order of Business

5C.

5Ci.

5Cia

From: [Vega, Mark](#)
To: [Slaughter, Mona](#)
Subject: Oak Creek CDD RE: Ponds treatment behind 6706 boulder run loop
Date: Thursday, May 5, 2022 11:14:49 AM

From: Kevin Wilt <kevin.wilt@solitudelake.com>
Sent: Friday, April 1, 2022 11:41 AM
To: Vega, Mark <mark.vega@inframark.com>
Subject: Re: Oak Creek CDD RE: Ponds treatment behind 6706 boulder run loop

James said it wasn't nearly as bad as years past.
Depending on if the site is stratified the aerators definitely help.
They do so by allowing the fish to get down and feed on the larvae since there is once again dissolved oxygen present.
Thanks, Kevin Wilt Operations Manager

On Fri, 1 Apr 2022 at 09:16, Vega, Mark <<mailto:mark.vega@inframark.com>> wrote:
Kevin, Is this an acceptable nuisance? Will the Aerator make a difference? Thanks, Mark

From: Kevin Wilt <<mailto:kevin.wilt@solitudelake.com>>
Sent: Friday, April 1, 2022 7:19 AM
To: Vega, Mark <<mailto:mark.vega@inframark.com>>
Subject: Re: Oak Creek CDD RE: Ponds treatment behind 6706 boulder run loop

Morning,
James was able to take a look for Midges and he did find some.
While they were not horrible he did mention as he drove in through the easement they were noticeable.
Hope you are doing well.
Thanks, Kevin Wilt Operations Manager

On Thu, 31 Mar 2022 at 12:29, Vega, Mark <<mailto:mark.vega@inframark.com>> wrote:
The ponds are serviced monthly for algae and treatment of invasive plant growth. This month's report is attached showing no issues on pond 11A. You live at the edge of 11B next to 11A and I am having the aquatic company look into the area.

From: john portillo
Sent: Thursday, March 31, 2022 8:34 AM
To: Vega, Mark <<mailto:mark.vega@inframark.com>>
Cc: <mailto:staff@oakcreekcdd.org>; Gordon, Misty <<mailto:Misty.Gordon@Inframark.com>>
Subject: Re: Ponds treatment behind 6706 boulder run loop

Hello Mark

I was told CDD treats the pond periodically and Orkin (who does my pest control) has evaluated the issue coming from the ponds in the back -when I spoke to Misty Gordon on the phone on 3/30/22 she made the point that the ponds area is managed by CDD - just want to clarify - I am not asking for someone to come "spray" for mosquitoes - I am asking a time frame /expectation we can see treatment on the ponds done so this swarm is under control are the ponds not treated by CDD periodically ? Or this task to treat the ponds falls on pasco county mosquitoes control?

Thanks Johnny portillo

On Mar 31, 2022, at 1:25 AM, Vega, Mark <<mailto:mark.vega@inframark.com>> wrote:

Mr. Portillo,
The CDD does not spray for mosquitos.

I recommend you contact Pasco County Mosquito Control and report your concern.

Thanks you, Mark Vega | District Manager

From: john portillo
Sent: Wednesday, March 30, 2022 6:00 PM
To: Vega, Mark <<mailto:mark.vega@inframark.com>>
Cc: <mailto:staff@oakcreekcdd.org>; Gilbert, Misty <<mailto:Misty.Gilbert@inframark.com>>
Subject: Ponds treatment behind 6706 boulder run loop

Hello

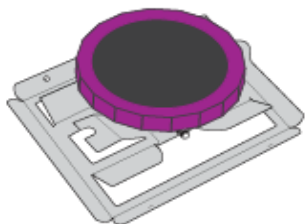
Hope you all are doing well - just want to find out if the ponds are being treated anytime soon as I am noticing a huge increase on - mosquitoes and similar - we are having a swarm around the area of this creatures

I have orkin that treats my house once a month and they came out another time within a month and said the issue is coming from the ponds behind

Please let us know when we can see some treatment so this swarm is reduced and make it possible to walk to my car without swatting dozen hundred of these annoying flying creatures

Thanks Johnny portillo

Britestar 3



Legend

Compressor Cabinet



AirStation



BottomLine Tubing

Optional Equipment



Shoreline Valve Box



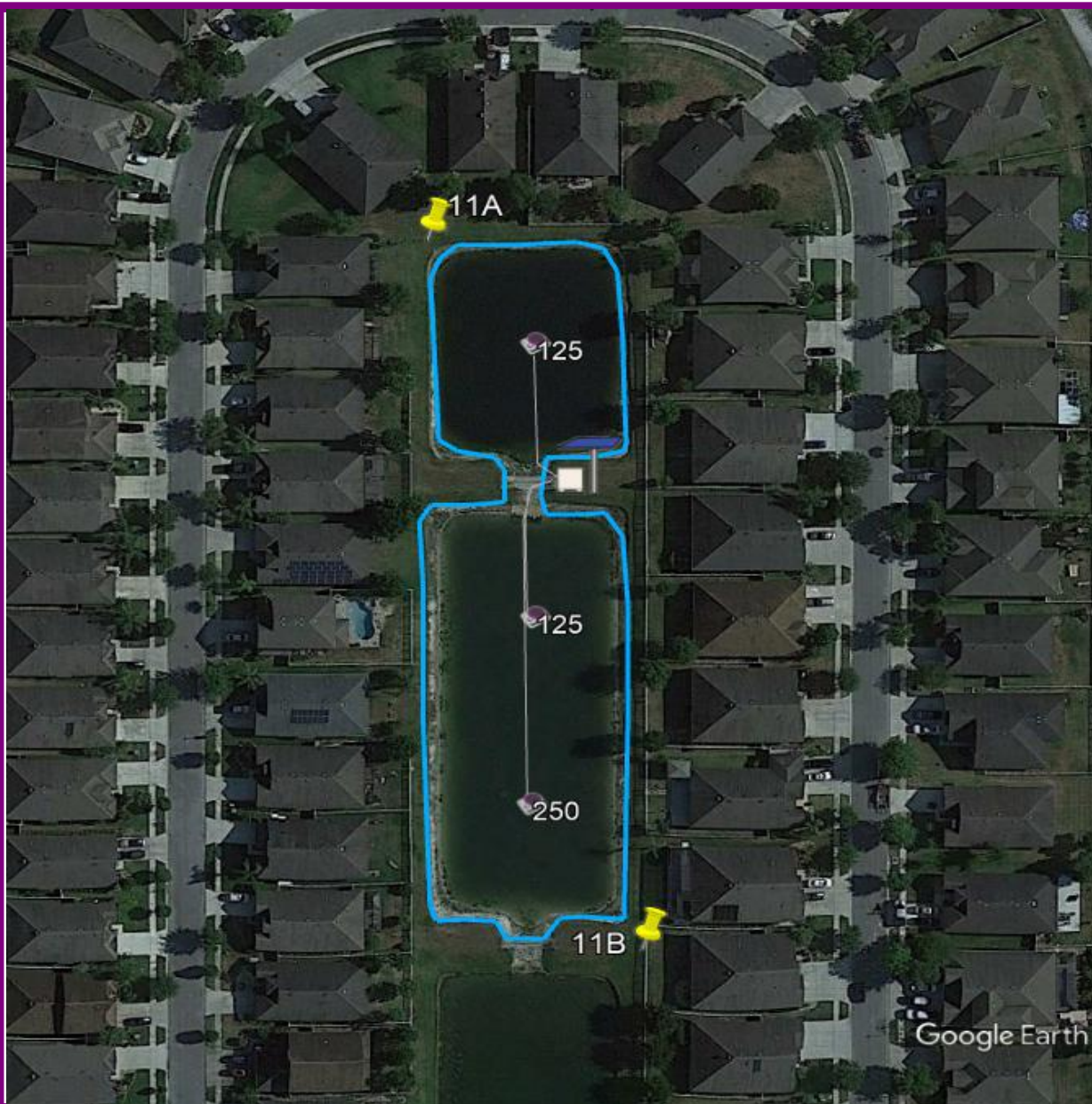
1" PVC Pipe

Site and System Specifications

Surface Acres: 1.3
Perimeter Feet: 1,352
Lake Volume, Gal.: 3,192,044
Total Acre Feet: 9.8

Diffuser Disks: 3
CFM / Disk: 0.73
GPM / Disk: 1,198
Daily Pumpage: 5,176,100
Turnovers/Day: 1.62
System PSI: 6.6

Date: 3/30/22



SOLAR AERATOR INSTALLATION SERVICES CONTRACT

CUSTOMER NAME: Oak Creek CDD
SUBMITTED TO: Mr. Mark Vega
CONTRACT DATE: March 31, 2022
SUBMITTED BY: Chris Byrne
SERVICES: Sites 11A and 11B

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 Solar Aeration Installation Services is **\$7,202.00**. 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.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



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 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. Oftentimes 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.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



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 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.
12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
13. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SÖlitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖlitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

OAK CREEK CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed 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**

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



SCHEDULE A - SOLAR AERATION SYSTEM INSTALLATION SERVICES

Aeration System Install:

1. Company will install the following submersed air diffused aeration system:
Vertex BriteStar 70-3 3XL1 Solar Aeration System
Includes: **Two (2)** 250W Solar Panels with Panel Racking
Digital 24V BLDC Digital Compressor
Pressure Gauge and Pressure Relief Valve
Powder Coated Aluminum Cabinet with cooling fan
Three (3) Self Sinking Stainless Steel AirStation
(Single Membrane / Self Cleaning)
500 ft. underwater self-weighted air delivery tubing (.58" ID)
One-Eight (8) foot Galvanized Pole to mount the Solar Panels
All labor and parts necessary for proper installation
2. Air Diffusers will be evenly placed throughout the lake in the deepest areas possible to provide for uniform coverage and to maximize the benefits of aeration on the lake.

Warranty:

1. Company warrants that all installation work will be done in a safe and professional manner.
2. Manufacturer warrants system for three (3) years from the date of installation against any defects in materials and workmanship.
3. Manufacturer warrants Air Station Membrane Diffusers for five (5) years from the date of installation against any defects in materials and workmanship.
4. Company warrants all labor and parts necessary for installation of the fountain aeration system for a period of one (1) year from the date of installation.
5. The manufacturer's warranty and the SÖLitude Lake Management® warranty will be voided if:
 - a. Any person not specifically authorized by the manufacturer and by SÖLitude Lake Management® performs any service, repair, or other work to the aeration system during the warranty period.
 - b. The aeration system is used in any manner inconsistent with its intended use or in

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.

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- c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
- d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

- 1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

- 1. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

Customer Name:	Solitude Lake Management
Contact Name:	Chris Byrne
Site Name/Number:	Oak Creek CDD 11A-11B
Date:	March 30, 2022
Vertex Biologist:	Tamerra Jones Hering

Surface Acres:	1.29
Perimeter Feet:	1,352
Slope Ratio Relative to 1	2.0
Average Center Depth:	10.0
Average Depth	7.6
Circulation Constraint Percentage	0.0
Total Acre Feet	9.8
Lake Volume (Gallons)	3,192,044
Monthly Influent Volume (Gallons)	0
Total Volume Requiring Aeration (Gallons)	3,192,044
GPM Per Diffuser Disk	1,198
Gallons Pumped / Day	5,176,100
System Working Pressure (PSI)	6.6
Air Delivery Per Diffuser Disk at Depth(CFM)	0.7
Number of Diffuser Disks Specified:	3
Complete Turnovers / Day	1.62

Terminology

Surface Acres:	Total Surface Acres of Entire Water Body
Perimeter Feet:	Distance in Feet Along The Shoreline Around the Water Body
Bottom Slope Ratio :	Distance in Feet From Shoreline For Each Foot Increase in Depth
Average Center Depth:	Average of Depth Readings in Deepest Areas
Average Depth	Average Depth of Entire Lake in Feet
Circulation Constraint %	Reduced Circulation Due to Narrow Lake Areas, Islands, Etc.
Total Acre Feet:	An Acre Foot Equals One Acre One Foot Deep
Lake Volume :	Volume of The Entire Water Body Expressed in U.S. Gallons
Influent Volume:	Water Flowing into Lake that Requires Additional Aeration Capacity
GPM:	Gallons of Water Pumped Per Minute
Gallons Pumped / Day:	Total Gallons of Water Pumped by All Diffuser Disks Per Day
PSI	Pounds Per Square Inch
CFM	Cubic Feet Per Minute
# Diffuser Disks:	Recommended Number of Diffuser Disks For Proper Aeration
Turnovers / Day:	Number of Times Per Day the Entire Volume of The Water Body is Pumped From the Lake Bottom to The Lake's Surface



Vertex Water Features

2100 NW 33rd Street, Pompano Beach, Florida 33069

Tel:800-432-4302 / Fax:954-977-7877

www.vertexwaterfeatures.com

Copyright Vertex Water Features 2016

SOLAR AERATOR INSTALLATION SERVICES CONTRACT

CUSTOMER NAME: Oak Creek CDD
SUBMITTED TO: Mr. Mark Vega
CONTRACT DATE: March 31, 2022
SUBMITTED BY: Chris Byrne
SERVICES: Sites 11A and 11B

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 Solar Aeration Installation Services is **\$7,202.00**. 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.

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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 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. Oftentimes 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.

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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 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.
12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
13. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

OAK CREEK CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed 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 - SOLAR AERATION SYSTEM INSTALLATION SERVICES

Aeration System Install:

1. Company will install the following submersed air diffused aeration system:
Vertex BriteStar 70-3 3XL1 Solar Aeration System
Includes: **Two (2)** 250W Solar Panels with Panel Racking
Digital 24V BLDC Digital Compressor
Pressure Gauge and Pressure Relief Valve
Powder Coated Aluminum Cabinet with cooling fan
Three (3) Self Sinking Stainless Steel AirStation
(Single Membrane / Self Cleaning)
500 ft. underwater self-weighted air delivery tubing (.58" ID)
One-Eight (8) foot Galvanized Pole to mount the Solar Panels
All labor and parts necessary for proper installation
2. Air Diffusers will be evenly placed throughout the lake in the deepest areas possible to provide for uniform coverage and to maximize the benefits of aeration on the lake.

Warranty:

1. Company warrants that all installation work will be done in a safe and professional manner.
2. Manufacturer warrants system for three (3) years from the date of installation against any defects in materials and workmanship.
3. Manufacturer warrants Air Station Membrane Diffusers for five (5) years from the date of installation against any defects in materials and workmanship.
4. Company warrants all labor and parts necessary for installation of the fountain aeration system for a period of one (1) year from the date of installation.
5. The manufacturer's warranty and the SÖLitude Lake Management® warranty will be voided if:
 - a. Any person not specifically authorized by the manufacturer and by SÖLitude Lake Management® performs any service, repair, or other work to the aeration system during the warranty period.
 - b. The aeration system is used in any manner inconsistent with its intended use or in

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.

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- c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
- d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

- 1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

- 1. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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5Cib

Ace Courts Incorporated

2421 Kumquat Drive
Edgewater, FL 32141

Estimate

Date	Estimate #
4/12/2022	34

Name / Address
Oak Creek CDD

			Project
Description	Qty	Rate	Total
Clean as necessary		0.00	0.00
Machine sand entire surface with 16 grit sandpaper		0.00	0.00
*Patch cracks with acrylic patch material		0.00	0.00
Patch to 1/8" after surrounding areas have dried. (Court must have proper slope 1" every 10ft to allow for proper drainage.		0.00	0.00
Machine sand cracks and patched low areas to court level		0.00	0.00
Apply (1) coat acrylic resurfacer to entire surface		0.00	0.00
Apply (2) coats color to entire surface as follows:		0.00	0.00
Interior - color Interior Light Green and exterior Dark Green			
Reline		7,180.00	7,180.00
		Total	\$7,180.00

5Cic



PO Box 267
Seffner, FL 33583
O: 813-757-6500
F: 813-757-6501

Estimate

Submitted To:

Oak Creek CDD
c/o Inframark
210 N University Dr #702
Coral Springs, FL 33071

Date	3/21/2022
Estimate #	76752
LMP REPRESENTATIVE	
FCL	
PO #	
Work Order #	

DESCRIPTION	QTY	COST	TOTAL
Flush-cut Oak Trees, Stump Grind, Soil and Sod, and Replace with trees along Cliffcreek Court.			
All work includes, clean-up, removal, and disposal of debris generated during the course of work.			
Crape Myrtle - multi trunk 15gal	35	175.00	6,125.00
Sod - Bahia 3 pallets	3	400.00	1,200.00
Soil - Top Soil (Bulk) 5 CY	5	73.75	368.75
Stump Grind	35	50.00	1,750.00
Tree removal (flush)	35	200.00	7,000.00

TERMS AND CONDITIONS:

TOTAL	\$16,443.75
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LMP reserves the right to withdraw this proposal if not accepted within 30 days of the date listed above. Any alteration or deviation to scope of work involving additional costs must be agreed upon in writing as a separate proposal or change order to this proposal. Periodic invoices may be submitted if job is substantial in nature with final invoice being submitted at completion of project. Any work performed requiring more than 5 days to complete is subject to progressive payments as portions of the work are completed. No finance charge will be imposed if the total of said work is paid in full within 30 days of invoice date. If not paid in full within 30 days, then customer is subject to finance charges on the balance of the work from the invoice date at a rate of 1.5% per month until paid. LMP shall have the right to stop work under this contract until all outstanding amounts including finance charges are paid in full. Payments will be applied to the oldest invoices.

ACCEPTANCE OF PROPOSAL: The above prices, scope of work and terms and conditions are hereby satisfactorily agreed upon. LMP, Inc. has been authorized to perform the work as outlined and payment will be made as outlined above. The above pricing does not include any unforeseen modifications to the said irrigation system that could not be reasonably accounted for prior to job start. All plant material carries a one (1) year warranty provided LMP, Inc. is performing landscape maintenance services to the area installed or enhanced at the time of installation. If not, then there is no warranty on the plant material.

OWNER / AGENT

DATE

5Cid



PO Box 267
Seffner, FL 33583
O: 813-757-6500
F: 813-757-6501

Estimate

Submitted To:

Oak Creek CDD
c/o Inframark
210 N University Dr #702
Coral Springs, FL 33071

Spring Oak Trail.

Date	3/22/2022
Estimate #	76768
LMP REPRESENTATIVE	
SM-PI	
PO #	
Work Order #	

DESCRIPTION	QTY	COST	TOTAL
1/2 inch coupling	33	0.44	14.52
1/2 inch flex pipe	660	0.80	528.00
1/2 inch male adapter	33	0.77	25.41
Raibird adjustable bubbler	33	2.21	72.93
Labor: 1 man @ \$ 45.00 per hour	66	45.00	2,970.00
Extend 33 tree bubblers under sidewalk to new tree locations.			

TERMS AND CONDITIONS:

TOTAL	\$3,610.86
--------------	-------------------

LMP reserves the right to withdraw this proposal if not accepted within 30 days of the date listed above. Any alteration or deviation to scope of work involving additional costs must be agreed upon in writing as a separate proposal or change order to this proposal. Periodic invoices may be submitted if job is substantial in nature with final invoice being submitted at completion of project. Any work performed requiring more than 5 days to complete is subject to progressive payments as portions of the work are completed. No finance charge will be imposed if the total of said work is paid in full within 30 days of invoice date. If not paid in full within 30 days, then customer is subject to finance charges on the balance of the work from the invoice date at a rate of 1.5% per month until paid. LMP shall have the right to stop work under this contract until all outstanding amounts including finance charges are paid in full. Payments will be applied to the oldest invoices.

ACCEPTANCE OF PROPOSAL: The above prices, scope of work and terms and conditions are hereby satisfactorily agreed upon. LMP, Inc. has been authorized to perform the work as outlined and payment will be made as outlined above. The above pricing does not include any unforeseen modifications to the said irrigation system that could not be reasonably accounted for prior to job start. All plant material carries a one (1) year warranty provided LMP, Inc. is performing landscape maintenance services to the area installed or enhanced at the time of installation. If not, then there is no warranty on the plant material.

OWNER / AGENT

DATE

OAK CREEK CDD
ATTN: MARK VEGA
2654 CYPRESS RIDGE BLVD., SUITE 101
WESLEY CHAPEL, FL 33544

DATE	INVOICE #
4/29/2022	4048
DUE DATE	
5/10/2022	

[illegible]

	Total	\$905.00
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