

# 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 August 15, 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 June 20, 2022 Meeting [Page 4]
  - B. Acceptance of the Financial Report [Page 9]
  - C. Acceptance of Fiscal Year 2023 Annual Meeting Schedule [Page 26]
5. **Staff Reports**
  - A. District Counsel
  - B. District Engineer
  - C. District Manager
    - i. Public Hearing of Fiscal Year 2022/2023 Final Budget [Page 29]
      - a. Consideration of Resolution 2022-04, Fiscal Year 2023 Final Budget [Page 50]
    - ii. Public Hearing of Fiscal Year 2022/2023 Levying Assessments
      - a. Consideration of Resolution 2022-05, Levying Assessments [Page 55]
    - iii. Discussion – Budget Plan is to remain flat until the year 2035 and then lower total CDD assessments.
  - D. Proposals
    - i. Proposal for Solar Aerator [Page 60]
    - ii. Proposal for Basketball Court Resurface [Page 75]
    - iii. Proposal for Tree Work on Cliffcreek Court [Page 77]
    - iv. Proposal for Irrigation Work in Conjunction with Tree Work on Cliffcreek Ct. [Page 79]
  - E. Aquatics Report – June/July 2022 [Page 81]
  - F. Consideration of Fence on CDD Easement
    - i. Joshua Weaver Hawk Grove Ct.[Page 107]
    - ii. Josephine Adelufosi 34515 Cliffcreek Ct. [Page 110]
    - iii. Celso Gutierrez 6332 Doe Path Ct. [Page 112]
6. **Supervisor Requests and Comments**
7. **Adjournment**

**Next Meeting September 19, 2022**

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

[www.oakcreekcdd.org](http://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, June 20, 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
Ryan Gilbertsen	Assistant Secretary
Adam Silva	Assistant Secretary
Lisa Vaile	Assistant Secretary

Also, present:

Andrew Mendenhall	Inframark
Katie Ivanics	Inframark
Virgil Stoltz	Bluewater Aquatics
Residents	

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

**FIRST ORDER OF BUSINESS**

**Call to Order / Roll Call**

- Mr. Mendenhall 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 March 21, 2022 Meeting
- B. Acceptance of the Financial Report
- C. Acceptance of the Audit for Fiscal year 2021
- D. JMT Labor Rates
- E. Ratification of Sidewalk Grindings by Inframark
- F. Ratification of Pressure Washing by Heat Wave
- G. Report on Number of Registered Voters – 1,132
- H. Approval of Triangle Pool Increase



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

**I. Ratification of Tri-Care Services – ADA Bi-Level Water Drinking Fountain -**  
*This item was removed from the Consent Agenda*

On MOTION by Mr. Gerald seconded by Mr. Gilbertsen, with Mr. Gerald, Mr. Gilbertson and Ms. Silva voting aye and Mr. Watson abstaining, Item I of the Consent Agenda was approved. 3/0

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

- None.

**B. District Engineer**

- None.

**C. District Manager**

**i. Proposals**

- Mr. Mendenhall reviewed the proposals:
  - a. Proposal for Solar Aerator – Ponds 11A and 11B in the amount of \$7,202**
- Discussion ensued on midge treatment and prevention.
  - Mr. Stoltz to provide a proposal for the ponds.
  - Mr. Vega to provide pond information to Mr. Stoltz.

*The record will reflect Mr. Silva joined the meeting.*

**b. Proposal for Basketball Court Resurface - \$7,180**

- Discussion ensued regarding the basketball court.
- c. Proposal for Tree Work on Cliffcreek Court - \$16,443.75**
- d. Proposal for Irrigation Work in Conjunction with Tree Work on Cliffcreek Court - \$3,610.86**
- Discussion ensued on tree replacement options – Bottlebrush, Crape Myrtles, Wax Myrtles, Japanese Blueberry.

**ii. Discussion of Proposed Access System**

- (Per Mr. Vega: *Our current access system crashes constantly and cannot be upgraded, secondly, I recommend we shut the pool cards in December and ask residents to come to the pool to reactivate cards. Prior individuals that managed the system issued card without names*

June 20, 2022

*are there are over 100 blank cards and a total of 2,800 cards in the system for our 550-home community.*). Proposal is for \$4,965.95

- They would like a two- to three-year warranty on the card reader.
- A question was raised on the process for shutting down the 2,800 cards currently in the system. Mr. Mendenhall noted it is typical to do it all at one time and have residents come to a specified area to register and reactivate their card.
- Revalidating cards in the system was addressed. Four mailers – now, Labor Day, then 30-day and 60-days - informing residents that cards need to be validated between now and December 31<sup>st</sup>, any card not revalidated during this timeframe will be shut off. Mr. Vega to draft a notice and provide to the Board.

### **iii. Discussion of Lightning Alert System**

- (Per Mr. Vega: *This system is in place at the pool and work Great! We did not pay for the hardware or anything for 6 months – it's a small cost that we can absorb in the budget if the Board wants to keep the system.*)
- Monthly recurring charge of \$175 - \$125 for automated PA system closing announcement each night and \$50 for lightning alert system add-on.
- Discussion ensued on the notification system.
- Mr. Babbar to draft/review contract.

On MOTION by Mr. Gerald seconded by Mr. Watson, with all in favor, to continue with the lightning alert system and PA announcements was approved. 5/0

### **iv. Discussion of Best Practice for Community Dog Parks**

- Mr. Gerald addressed the community dog park and the alcohol use and trash in the park.
- The use of trail cameras and additional trash cans in the dog park were discussed.
- Mr. Vega to look into trash can(s) for the dog park.

### **v. Discussion of Pool Card Suspension**

- It was requested that the residents and members of the public leave the room during this discussion period and viewing of the security footage.
- A question was raised on whether the footage can be requested as a public records request, and it was noted it can only be requested by law enforcement.
- Viewing of the video and discussion was tabled at this time.

June 20, 2022

Oak Creek CDD

- The residents and members of the public returned to the room.
- Mr. Mendenhall addressed the recommendation from Mr. Vega and staff for suspension. The resident was contacted and provided the opportunity to come before the Board to give their side of story; it was noted they are not in attendance.
- Discussion ensued on the resident paying a reinstatement fee.

On MOTION by Mr. Gerald seconded by Mr. Silva, with all in favor, to enforce the rule as existing and the pool card suspension was approved. 5/0

#### **D. Aquatics Report – May 2022**

- No further report.

### **SIXTH ORDER OF BUSINESS**

#### **Supervisor Requests and Comments**

- Ms. Vaile addressed:
  - The dog station on Falling Oak Trail being rusted. Mr. Gerald noted they have bought a new one to replace it.
  - On Sparkling Way near Bradford has tree branches that are hanging over the sidewalk. Mr. Mendenhall noted they will let LMP know and have them take a look around the community.
  - Pressure washing of sidewalks.
- Mr. Silva addressed additional umbrellas and tables for the pool or possibly free-standing umbrellas for the lounge chair area.
- Mr. Silva noted he will not be seeking re-election and that it has been an honor to serve with the Board and the community.
- Mr. Gilbertsen noted at the next meeting he would like to address/discuss why the use of a drainage easement was denied. Discussion ensued.

### **SEVENTH ORDER OF BUSINESS**

#### **Adjournment**

With there being no other business,

On MOTION by Mr. Gilbertsen seconded by Mr. Watson, with all in favor, the meeting was adjourned at 8:12 p.m. 5/0

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Mark Vega, Secretary

**4B**

**Oak Creek  
Community Development District**

*Financial Report*

*June 30, 2022*

**Prepared by:**



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**Oak Creek  
Community Development District**

**Financial Statements**

**(Unaudited)**

**June 30, 2022**

## Balance Sheet

June 30, 2022

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
<b>ASSETS</b>			
Cash - Checking Account	\$ 123,288	\$ -	\$ 123,288
Due From Other Funds	-	7,872	7,872
Investments:			
Certificates of Deposit - 12 Months	100,000	-	100,000
Money Market Account	247,797	-	247,797
Acquisition & Construction Account	-	7,911	7,911
Prepayment Fund (A-2)	-	3,593	3,593
Reserve Fund (A-1)	-	153,927	153,927
Reserve Fund (A-2)	-	51,978	51,978
Revenue Fund A	-	91,698	91,698
Prepaid Items	6,951	-	6,951
Deposits	3,355	-	3,355
<b>TOTAL ASSETS</b>	<b>\$ 481,391</b>	<b>\$ 316,979</b>	<b>\$ 798,370</b>
<b>LIABILITIES</b>			
Accounts Payable	\$ 23,615	\$ -	\$ 23,615
Due To Other Funds	7,872	-	7,872
<b>TOTAL LIABILITIES</b>	<b>31,487</b>	<b>-</b>	<b>31,487</b>
<b>FUND BALANCES</b>			
<b>Nonspendable:</b>			
Prepaid Items	6,951	-	6,951
Deposits	3,355	-	3,355
<b>Restricted for:</b>			
Debt Service	-	316,979	316,979
<b>Assigned to:</b>			
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
<b>Unassigned:</b>	<b>311,328</b>	<b>-</b>	<b>311,328</b>
<b>TOTAL FUND BALANCES</b>	<b>\$ 449,904</b>	<b>\$ 316,979</b>	<b>\$ 766,883</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 481,391</b>	<b>\$ 316,979</b>	<b>\$ 798,370</b>



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending June 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUN-22 ACTUAL
<b>REVENUES</b>				
Interest - Investments	\$ 300	\$ 344	114.67%	\$ 82
Interest - Tax Collector	100	1	1.00%	-
Special Assmnts- Tax Collector	598,231	598,231	100.00%	3,169
Special Assmnts- Discounts	(23,929)	(23,131)	96.67%	95
Other Miscellaneous Revenues	-	1,274	0.00%	-
Access Cards	250	270	108.00%	45
<b>TOTAL REVENUES</b>	<b>574,952</b>	<b>576,989</b>	<b>100.35%</b>	<b>3,391</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
P/R-Board of Supervisors	10,000	5,400	54.00%	1,000
FICA Taxes	765	413	53.99%	77
ProfServ-Arbitrage Rebate	600	-	0.00%	-
ProfServ-Dissemination Agent	1,000	-	0.00%	-
ProfServ-Engineering	30,000	13,720	45.73%	3,635
ProfServ-Legal Services	13,000	2,475	19.04%	114
ProfServ-Mgmt Consulting	46,149	34,612	75.00%	3,846
ProfServ-Property Appraiser	150	150	100.00%	-
ProfServ-Trustee Fees	3,233	3,233	100.00%	-
ProfServ-Web Site Maintenance	3,392	3,256	95.99%	428
Auditing Services	3,000	3,325	110.83%	-
Postage and Freight	200	125	62.50%	34
Rentals & Leases	500	-	0.00%	-
Public Officials Insurance	2,729	2,430	89.04%	-
Printing and Binding	500	14	2.80%	7
Legal Advertising	1,000	183	18.30%	-
Misc-Assessment Collection Cost	11,965	11,603	96.97%	166
Misc-Contingency	50	116	232.00%	8
Office Supplies	125	-	0.00%	-
Annual District Filing Fee	175	175	100.00%	-
<b>Total Administration</b>	<b>128,533</b>	<b>81,230</b>	<b>63.20%</b>	<b>9,315</b>
<b>Public Safety</b>				
Contracts-Security Services	3,696	2,772	75.00%	308
<b>Total Public Safety</b>	<b>3,696</b>	<b>2,772</b>	<b>75.00%</b>	<b>308</b>
<b>Electric Utility Services</b>				
Electricity - Streetlights	23,000	15,631	67.96%	2,030
Utility Services	10,000	9,446	94.46%	1,030
<b>Total Electric Utility Services</b>	<b>33,000</b>	<b>25,077</b>	<b>75.99%</b>	<b>3,060</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending June 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUN-22 ACTUAL
<b><u>Garbage/Solid Waste Services</u></b>				
Utility - Refuse Removal	698	560	80.23%	63
Solid Waste Disposal Assessm.	680	824	121.18%	-
<b>Total Garbage/Solid Waste Services</b>	<b>1,378</b>	<b>1,384</b>	<b>100.44%</b>	<b>63</b>
<b><u>Water-Sewer Comb Services</u></b>				
Utility Services	10,000	9,268	92.68%	1,200
<b>Total Water-Sewer Comb Services</b>	<b>10,000</b>	<b>9,268</b>	<b>92.68%</b>	<b>1,200</b>
<b><u>Flood Control/Stormwater Mgmt</u></b>				
Contracts-Aquatic Control	24,660	12,330	50.00%	-
Stormwater Assessment	894	885	98.99%	-
R&M-Storm Water - Pond	8,000	25,218	315.23%	2,605
<b>Total Flood Control/Stormwater Mgmt</b>	<b>33,554</b>	<b>38,433</b>	<b>114.54%</b>	<b>2,605</b>
<b><u>Other Physical Environment</u></b>				
Contracts-Landscape	84,000	63,315	75.38%	7,105
Liability/Property Insurance	9,176	8,174	89.08%	-
R&M-Entry Feature	20,000	-	0.00%	-
R&M-Irrigation	7,000	1,048	14.97%	-
R&M-Mulch	13,320	13,320	100.00%	-
R&M-Plant&Tree Replacement	20,000	2,150	10.75%	-
<b>Total Other Physical Environment</b>	<b>153,496</b>	<b>88,007</b>	<b>57.34%</b>	<b>7,105</b>
<b><u>Capital Expenditures &amp; Projects</u></b>				
Misc-Holiday Lighting	6,800	6,800	100.00%	-
Misc-Contingency	13,680	3,000	21.93%	-
<b>Total Capital Expenditures &amp; Projects</b>	<b>20,480</b>	<b>9,800</b>	<b>47.85%</b>	<b>-</b>
<b><u>Road and Street Facilities</u></b>				
R&M-Bike Paths & Asphalt	1,200	-	0.00%	-
R&M-Parking Lots	1,200	-	0.00%	-
R&M-Sidewalks	15,000	1,470	9.80%	1,470
R&M-Pressure Washing	12,000	11,845	98.71%	5,923
<b>Total Road and Street Facilities</b>	<b>29,400</b>	<b>13,315</b>	<b>45.29%</b>	<b>7,393</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending June 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUN-22 ACTUAL
<b><u>Clubhouse, Parks and Recreation</u></b>				
ProfServ-Field Management	7,680	5,760	75.00%	640
Contracts-Mgmt Services	10,296	7,722	75.00%	858
Contracts-Pools	9,540	7,695	80.66%	905
Contractual Maint. Services	45,000	16,544	36.76%	4,047
Telephone/Fax/Internet Services	1,800	1,469	81.61%	187
R&M-Facility	2,500	3,565	142.60%	-
R&M-Pools	7,000	3,297	47.10%	535
R&M Basketball Courts	7,000	-	0.00%	-
R&M-Playground	1,000	-	0.00%	-
Op Supplies - General	4,500	3,127	69.49%	62
<b>Total Clubhouse, Parks and Recreation</b>	<b>96,316</b>	<b>49,179</b>	<b>51.06%</b>	<b>7,234</b>
<b><u>Reserves</u></b>				
Reserve - Other	65,100	-	0.00%	-
<b>Total Reserves</b>	<b>65,100</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	<b>574,953</b>	<b>318,465</b>	<b>55.39%</b>	<b>38,283</b>
Excess (deficiency) of revenues				
Over (under) expenditures	(1)	258,524		(34,892)
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	(1)	-	0.00%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(1)</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
Net change in fund balance	\$ (1)	\$ 258,524		\$ (34,892)
<b>FUND BALANCE, BEGINNING (OCT 1, 2021)</b>	<b>191,380</b>	<b>191,380</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 191,379</b>	<b>\$ 449,904</b>		

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending June 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	JUN-22 ACTUAL
<b>REVENUES</b>				
Interest - Investments	\$ 25	\$ 15	60.00%	\$ 1
Special Assmnts- Tax Collector	437,163	437,162	100.00%	2,316
Special Assmnts- Discounts	(17,487)	(16,903)	96.66%	69
<b>TOTAL REVENUES</b>	<b>419,701</b>	<b>420,274</b>	<b>100.14%</b>	<b>2,386</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Misc-Assessment Collection Cost	8,743	8,479	96.98%	121
<b>Total Administration</b>	<b>8,743</b>	<b>8,479</b>	<b>96.98%</b>	<b>121</b>
<b>Debt Service</b>				
Principal Debt Retirement A-1	170,000	170,000	100.00%	-
Principal Debt Retirement A-2	50,000	50,000	100.00%	-
Prepayments Series A-2	-	10,000	0.00%	-
Interest Expense Series A-1	135,738	135,738	100.00%	-
Interest Expense Series A-2	51,450	51,450	100.00%	-
<b>Total Debt Service</b>	<b>407,188</b>	<b>417,188</b>	<b>102.46%</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>415,931</b>	<b>425,667</b>	<b>102.34%</b>	<b>121</b>
Excess (deficiency) of revenues Over (under) expenditures	3,770	(5,393)		2,265
<b>OTHER FINANCING SOURCES (USES)</b>				
Contribution to (Use of) Fund Balance	3,770	-	0.00%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>3,770</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
Net change in fund balance	\$ 3,770	\$ (5,393)		\$ 2,265
<b>FUND BALANCE, BEGINNING (OCT 1, 2021)</b>	<b>322,372</b>	<b>322,372</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 326,142</b>	<b>\$ 316,979</b>		

**Oak Creek  
Community Development District**

**Supporting Schedules**

**June 30, 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
<b>Assessments Levied FY 2022</b>				\$ 1,035,395	\$ 598,232	\$ 437,163
<b>Allocation %</b>				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
04/08/22	11,072	-	226	11,298	6,528	4,770
05/09/22	2,210	-	45	2,255	1,303	952
06/09/22	5,362 1	(165)	287	5,485	3,169	2,316
<b>TOTAL</b>	<b>\$ 975,278</b>	<b>\$ 40,034</b>	<b>\$ 20,081</b>	<b>\$ 1,035,393</b>	<b>\$ 598,231</b>	<b>\$ 437,162</b>
% COLLECTED				100%	100%	100%
<b>TOTAL O/S</b>				<b>\$ 1</b>	<b>\$ 1</b>	<b>\$ 1</b>

**Notes:**

- (1) Tax Certificate Sale.
- (2) Postal Charges of \$174.24 are included in collection cost.

Cash and Investment Report  
June 30, 2022

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
<b><u>GENERAL FUND</u></b>					
Checking Account - Operating	BankUnited	Checking	n/a	0.00%	123,288 (1)
Certificate of Deposit-12 Months	BankUnited	CD #1815114567	06/21/23	1.55%	100,000
Public Funds Money Market	BankUnited	Money Market	n/a	0.25%	247,797
Subtotal-General Fund					<u>\$471,085</u>
<b><u>DEBT SERVICE FUND</u></b>					
Series 2015 Acquisition Fund	US Bank	Commercial Paper	n/a	0.02%	\$7,911
Series 2015 Prepayment A-2	US Bank	Commercial Paper	n/a	0.02%	3,593
Series 2015 Reserve Fund A-1	US Bank	Commercial Paper	n/a	0.02%	153,927
Series 2015 Reserve Fund A-2	US Bank	Commercial Paper	n/a	0.02%	51,978
Series 2015 Revenue Fund A	US Bank	Commercial Paper	n/a	0.02%	91,698
Subtotal-Debt Service Fund					<u>\$309,107</u>
Total - All Funds					<u><u>\$780,192</u></u>

(1) \$7,872 to be transferred to US Bank in August.

# Oak Creek CDD

Bank Reconciliation

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Bank Account No. 0130 Bank United GF  
Statement No. 06-22  
Statement Date 6/30/2022

G/L Balance (LCY)	123,288.37	Statement Balance	137,723.90
G/L Balance	123,288.37	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	137,723.90
Subtotal	123,288.37	Outstanding Checks	14,435.53
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	123,288.37	Ending Balance	123,288.37
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
3/4/2022	Payment	545	LANDSCAPE MAINTENANCE	7,000.00	0.00	7,000.00
4/26/2022	Payment	578	LOUIS SMITH	1,720.00	0.00	1,720.00
5/24/2022	Payment	598	JMT	4,767.50	0.00	4,767.50
6/17/2022	Payment	611	COMPLETE I.T. SERVICE & SOLUTIONS	427.65	0.00	427.65
6/22/2022	Payment	613	SAMUEL E. WATSON, JR	184.70	0.00	184.70
6/22/2022	Payment	615	DAVID J. GERALD	184.70	0.00	184.70
6/28/2022	Payment	DD3646	FRONTIER FLORIDA, LLC	150.98	0.00	150.98
Total Outstanding Checks.....				14,435.53		14,435.53



**OAK CREEK**

Community Development District

**Payment Register by Fund**  
**For the Period from 05/01/22 to 06/30/22**  
**(Sorted by Check / ACH No.)**

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>GENERAL FUND - 001</b>							
<b>CHECK # 1284</b>							
001	06/10/22	OAK CREEK CDD	06022022	CHECK REQUEST FOR NEW CD'S	Cash with Fiscal Agent	103000	\$100,000.00
<b>CHECK # 585</b>							
001	05/04/22	COMPLETE I.T. SERVICE & SOLUTIONS	8520	ACCESS CONTROL SOFTWARE TRAINING	ProfServ-Web Site Maintenance	531094-51301	\$330.00
<b>CHECK # 586</b>							
001	05/04/22	JMT	41-190092	ONGOING PROJECTS/REPORT/BOARD MTG	ProfServ-Engineering	531013-51501	\$1,487.50
<b>CHECK # 587</b>							
001	05/04/22	LANDSCAPE MAINTENANCE PROFESSIONALS	167374	MAY 2022 LANDSCAPE MAINT PLUS GAS	Contracts-Landscape	534050-53908	\$7,105.00
<b>CHECK # 588</b>							
001	05/12/22	GOLDEN EYE TECHNOLOGY, LLC	19222MY	05/01/22 MONITORING SERVICES	Contracts-Security Services	534037-52001	\$308.00
<b>CHECK # 589</b>							
001	05/12/22	LANDSCAPE MAINTENANCE PROFESSIONALS	167205	REPLACED 10 INCH ROUND VALVE BOX	R&M-Irrigation	546041-53908	\$45.20
<b>CHECK # 591</b>							
001	05/19/22	AQUA TRIANGLE 1 CORP	4048	04/29/22 3 TIMES A WEEK POOL SERVICE	Contracts-Pools	534078-57231	\$905.00
<b>CHECK # 592</b>							
001	05/19/22	COMPLETE I.T. SERVICE & SOLUTIONS	8673	TECH LABOR - CAMERA/ACS	ProfServ-Web Site Maintenance	531094-51301	\$165.00
<b>CHECK # 593</b>							
001	05/19/22	INNOVATIVE EMPLOYER SOLUTIONS-ACH	202211-INIT	P/E 05/07/22 GROSS WAGES	415-20229	534378-57231	\$594.66
<b>CHECK # 594</b>							
001	05/19/22	PASCO COUNTY PROPERTY APPRAISER	051222	NON-AD VALOREM ANNUAL FEE FY22	ProfServ-Property Appraiser	531035-51301	\$150.00
<b>CHECK # 595</b>							
001	05/19/22	SITE MASTERS OF FLORIDA, LLC	050921-2	REMEDIATED VOID UNDER POND 1 OUTFALL PIPE	R&M-Storm Water - Pond	546086-53801	\$4,000.00
<b>CHECK # 596</b>							
001	05/19/22	STRALEY & ROBIN	21462	GENERAL MATTERS THRU 04/15/22	ProfServ-Legal Services	531023-51401	\$783.50
<b>CHECK # 597</b>							
001	05/24/22	COMPLETE I.T. SERVICE & SOLUTIONS	8697	MAY GOOGLE BUSINESS EMAIL ACCOUNTS	ProfServ-Web Site Maintenance	531094-51301	\$97.65
001	05/24/22	COMPLETE I.T. SERVICE & SOLUTIONS	8710	ELECTRIC MAGNETIC LOCK & POWER SUPPLY	R&M-Pools	546074-57231	\$950.00
<b>Check Total</b>							<b>\$1,047.65</b>
<b>CHECK # 598</b>							
001	05/24/22	JMT	42-191780	03/27/22-04/23/22 PROFESSIONAL SRVCS	ProfServ-Engineering	531013-51501	\$4,767.50
<b>CHECK # 599</b>							
001	06/01/22	FLORIDA DEPARTMENT OF HEALTH	51-BID-5873219	>25000 GALLONS - ANNUAL POOL PERMIT	R&M-Pools	546074-57231	\$280.00
<b>CHECK # 600</b>							
001	06/01/22	HEAT WAVE PRESSURE WASHING LLC	2865	50% DEPOSIT - PRESSURE WASHING	R&M-Pressure Washing	546171-54101	\$5,922.50

**OAK CREEK**

Community Development District

**Payment Register by Fund**  
**For the Period from 05/01/22 to 06/30/22**  
**(Sorted by Check / ACH No.)**

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>CHECK # 601</b>							
001	06/01/22	INFRAMARK, LLC	77661	MAY '22 MANAGMNT SVCS	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,845.75
001	06/01/22	INFRAMARK, LLC	77661	MAY '22 MANAGMNT SVCS	Postage and Freight	541006-51301	\$7.95
001	06/01/22	INFRAMARK, LLC	77661	MAY '22 MANAGMNT SVCS	Printing and Binding	547001-51301	\$0.20
001	06/01/22	INFRAMARK, LLC	77661	MAY '22 MANAGMNT SVCS	Contracts-Mgmt Services	534001-57231	\$858.00
001	06/01/22	INFRAMARK, LLC	77661	MAY '22 MANAGMNT SVCS	ProfServ-Field Management	531016-57231	\$640.00
001	06/01/22	INFRAMARK, LLC	77661	MAY '22 MANAGMNT SVCS	Misc-Contingency	549900-51301	\$8.33
<b>Check Total</b>							<b>\$5,360.23</b>
<b>CHECK # 602</b>							
001	06/02/22	LANDSCAPE MAINTENANCE PROFESSIONALS	168027	JUNE 2022 MONTHLY GROUND MAINTENANCE	Contracts-Landscape	534050-53908	\$7,105.00
<b>CHECK # 603</b>							
001	06/02/22	TAMPA BAY TIMES	0000226839	LEGAL QUALIFYING PERIOD MATERIAL	Legal Advertising	548002-51301	\$80.80
<b>CHECK # 604</b>							
001	06/10/22	AQUA TRIANGLE 1 CORP	4383	MAY '22 MONTHLY POOL SRVC 3X PER WEEK	Contracts-Pools	534078-57231	\$905.00
<b>CHECK # 605</b>							
001	06/10/22	BLUE WATER AQUATICS, INC	28810	05/31/22 POND TREATMENT	R&M-Storm Water - Pond	546086-53801	\$1,805.00
<b>CHECK # 606</b>							
001	06/10/22	GOLDEN EYE TECHNOLOGY, LLC	19222JN	JUNE SECURITY MONITORING	Contracts-Security Services	534037-52001	\$308.00
<b>CHECK # 607</b>							
001	06/10/22	JMT	43-193203	04/24/22 - 05/21/22 PROESSIONAL SRVCS	ProfServ-Engineering	531013-51501	\$1,330.00
<b>CHECK # 608</b>							
001	06/10/22	MATTHEW HEDRICK	12720	PREVENTATIVE MAINTENANCE ON A/C SYSTEM	R&M - Facility	546024-57231	\$150.00
<b>CHECK # 609</b>							
001	06/10/22	STRALEY & ROBIN	21596	LEGAL SERVICES THROUGH 05/15/22	ProfServ-Legal Services	531023-51401	\$114.00
<b>CHECK # 610</b>							
001	06/14/22	AQUA TRIANGLE 1 CORP	108642	INSTALLED NEW STENNER FEEDER	R&M-Pools	546074-57231	\$534.95
<b>CHECK # 611</b>							
001	06/17/22	COMPLETE I.T. SERVICE & SOLUTIONS	8859	ACCESS CONTROL TRAINING	ProfServ-Web Site Maintenance	531094-51301	\$165.00
001	06/17/22	COMPLETE I.T. SERVICE & SOLUTIONS	8865	CAMERA ACS RELATED WORK / ACCESS CARD	ProfServ-Web Site Maintenance	531094-51301	\$165.00
001	06/17/22	COMPLETE I.T. SERVICE & SOLUTIONS	8870	JUNE 2022 GOOGLE BUSINESS EMAIL ACCTS	ProfServ-Web Site Maintenance	531094-51301	\$97.65
<b>Check Total</b>							<b>\$427.65</b>
<b>CHECK # DD3637</b>							
001	05/22/22	Cardmember Service - ACH	042522-3321 ACH	APRIL ' 22 CC PURCHASES	Op Supplies - General	552001-57231	\$310.85
<b>CHECK # DD3638</b>							
001	05/25/22	FRONTIER FLORIDA LLC - ACH	050122-23175 ACH	05/01/22 - 05/31/22 SERVICE	Telephone/Fax/Internet Services	541009-57231	\$150.98
<b>CHECK # DD3639</b>							
001	05/27/22	INNOVATIVE EMPLOYER SOLUTIONS-ACH	202212-INIT ACH	PAYROLL PERIOD ENDING 05/21/22	415-202212	534378-57231	\$1,078.62
<b>CHECK # DD3640</b>							
001	05/06/22	PASCO COUNTY UTILITIES SERVICES BRANCH - ACH	041922ACH	03/07/22-04/07/22 BILL PRD	Utility Services	543063-53601	\$827.69

**OAK CREEK**

Community Development District

**Payment Register by Fund**  
**For the Period from 05/01/22 to 06/30/22**  
**(Sorted by Check / ACH No.)**

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>CHECK # DD3641</b>							
001	05/27/22	WITHLACOOCHEE RIVER ELECTRIC - ACH	051322 ACH	04/11/22 - 05/10/22 ELECTRIC SERVICES	Utility Services	543063-53100	\$981.55
001	05/27/22	WITHLACOOCHEE RIVER ELECTRIC - ACH	051322 ACH	04/11/22 - 05/10/22 ELECTRIC SERVICES	Electricity - Streetlighting	543013-53100	\$2,005.05
<b>Check Total</b>							<b>\$2,986.60</b>
<b>CHECK # DD3642</b>							
001	05/20/22	WASTE CONNECTIONS OF FLORIDA - ACH	118083W426	REFUSE REMOVAL 06/01/22 - 06/30/22	Utility - Refuse Removal	543020-53401	\$63.42
<b>CHECK # DD3643</b>							
001	06/21/22	Cardmember Service - ACH	052022-3321 ACH	MISC SUPPLIES / WIRELESS SVCS	Op Supplies - General	552001-57231	\$689.33
001	06/21/22	Cardmember Service - ACH	052022-3321 ACH	MISC SUPPLIES / WIRELESS SVCS	Telephone/Fax/Internet Services	541009-57231	\$36.29
<b>Check Total</b>							<b>\$725.62</b>
<b>CHECK # DD3644</b>							
001	06/06/22	PASCO COUNTY UTILITIES SERVICES BRANCH - ACH	051822 ACH	04/07/22 - 05/06/22 WATER UTILITIES	Utility Services	543063-53601	\$958.68
<b>CHECK # DD3645</b>							
001	06/15/22	WASTE CONNECTIONS OF FLORIDA - ACH	1162125W426	05/01/22-05/31/22 WASTE REFUSE SERVICE	Utility - Refuse Removal	543020-53401	\$63.42
<b>CHECK # DD3646</b>							
001	06/28/22	FRONTIER FLORIDA LLC - ACH	060122-23175 ACH	06/01/22-06/30/22	Telephone/Fax/Internet Services	541009-57231	\$150.98
<b>CHECK # DD3647</b>							
001	06/10/22	INNOVATIVE EMPLOYER SOLUTIONS-ACH	093814	P/E 06/04/22 GROSS WAGES	415-202212	534378-57231	\$1,864.09
<b>CHECK # DD3648</b>							
001	06/24/22	INNOVATIVE EMPLOYER SOLUTIONS-ACH	202214-INIT	PAYROLL PE 06/18/22	415-202214	534378-57231	\$2,182.90
<b>CHECK # 612</b>							
001	06/22/22	LISA M. VAILE	PAYROLL	June 22, 2022 Payroll Posting			\$184.70
<b>CHECK # 613</b>							
001	06/22/22	SAMUEL E. WATSON, JR	PAYROLL	June 22, 2022 Payroll Posting			\$184.70
<b>CHECK # 614</b>							
001	06/22/22	ADAM T. SILVA	PAYROLL	June 22, 2022 Payroll Posting			\$184.70
<b>CHECK # 615</b>							
001	06/22/22	DAVID J. GERALD	PAYROLL	June 22, 2022 Payroll Posting			\$184.70
<b>CHECK # 616</b>							
001	06/22/22	RYAN M. GILBERTSEN	PAYROLL	June 22, 2022 Payroll Posting			\$184.70
<b>Fund Total</b>							<b>\$158,299.49</b>

**OAK CREEK**

Community Development District

**Payment Register by Fund**  
**For the Period from 05/01/22 to 06/30/22**  
**(Sorted by Check / ACH No.)**

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
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**SERIES 2015 DEBT SERVICE FUND - 202****CHECK # 590**

202 05/12/22 OAK CREEK C/O US BANK

05012022-SERIES2015 TRANSFER FY22 ASSESSMENTS

Due from other funds

131000

\$11,359.28

**Fund Total****\$11,359.28****Total Checks Paid****\$169,658.77**

**4C**

**Oak Creek Community Development District  
Notice of FY 2023 Meeting Dates**

The Board of Supervisors of the Oak Creek Community Development District will hold their meetings for Fiscal Year 2023 at Inframark, 2654 Cypress Ridge Blvd, Wesley Chapel, Florida at 6:00 p.m. on the third Monday monthly unless indicated otherwise:

**Regular Meeting Dates**

October 17, 2022	
December 19, 2022	Budget Amendment & Closeout FY2022
January 16, 2023	Budget Planning/First Budget Presentation
February 20, 2023	Accept Tentative Budget
March 20, 2023	Budget Workshop
April 17, 2023	Budget Workshop
May 15, 2023	Adopt Budget
August 21, 2023	

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

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

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

Mark Vega  
District Manager

# **Fifth Order of Business**

**5C**



# **OAK CREEK**

Community Development District

## ***Annual Operating and Debt Service Budget*** **Fiscal Year 2023**

Version 4 - Modified Tentative Budget

Approved - 03/21/22

(Printed - 07/28/22 @ 11:00 AM)

Prepared by:



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**Oak Creek**  
Community Development District

**Operating Budget**  
Fiscal Year 2023

**Summary of Revenues, Expenditures and Changes in Fund Balances**  
Fiscal Year 2023 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	ADOPTED BUDGET FY 2022	ACTUAL THRU JUL-2022	PROJECTED AUG- SEP-2022	TOTAL PROJECTED FY 2022	ANNUAL BUDGET FY 2023
<b>REVENUES</b>							
Interest - Investments	\$ 1,137	300	\$ 300	\$ 344	\$ 115	\$ 459	\$ 300
Other Grants	-	500	-	-	-	-	-
Interest - Tax Collector	54	3	100	1	-	1	100
Special Assmnts- Tax Collector	480,392	507,936	598,231	598,231	-	598,231	598,231
Special Assmnts- Discounts	(18,413)	(19,699)	(23,929)	(23,131)	-	(23,131)	(23,929)
Other Miscellaneous Revenues	2,279	316	-	1,274	-	1,274	-
Access Cards	705	975	250	270	90	360	250
<b>TOTAL REVENUES</b>	<b>466,154</b>	<b>490,331</b>	<b>574,952</b>	<b>576,989</b>	<b>205</b>	<b>577,194</b>	<b>574,951</b>
<b>EXPENDITURES</b>							
<i>Administrative</i>							
P/R-Board of Supervisors	6,600	9,400	10,000	5,400	4,600	10,000	10,000
FICA Taxes	824	719	765	413	351	764	765
ProfServ-Arbitrage Rebate	600	1,200	600	-	600	600	600
ProfServ-Dissemination Agent	1,000	1,000	1,000	-	1,000	1,000	1,000
ProfServ-Engineering	19,233	43,370	30,000	13,720	17,582	31,302	30,000
ProfServ-Legal Services	12,431	9,444	13,000	2,475	8,463	10,938	13,000
ProfServ-Mgmt Consulting Serv	44,805	44,805	46,149	34,612	11,537	46,149	47,533
ProfServ-Property Appraiser	150	150	150	150	-	150	150
ProfServ-Trustee Fees	3,233	3,233	3,233	3,233	-	3,233	3,233
ProfServ-Web Site Maintenance	4,049	4,726	3,392	3,256	1,132	4,388	3,224
Auditing Services	3,500	3,600	3,000	3,325	-	3,325	3,000
Postage and Freight	834	453	200	125	42	167	200
Rentals & Leases	100	500	500	-	500	500	500
Public Officials Insurance	355	1,695	2,729	2,430	-	2,430	2,729
Printing and Binding	230	165	500	14	184	198	500
Legal Advertising	2,754	1,118	1,000	183	817	1,000	1,000
Misc-Assessmnt Collection Cost	7,371	8,263	11,965	11,603	-	11,603	11,965
Misc-Contingency	8	22	50	116	39	155	50
Office Supplies	-	525	125	-	75	75	125
Annual District Filing Fee	175	175	175	175	-	175	175
<b>Total Administrative</b>	<b>108,252</b>	<b>134,563</b>	<b>128,533</b>	<b>81,230</b>	<b>46,919</b>	<b>128,149</b>	<b>129,749</b>
<i>Public Safety</i>							
Contracts-Security Services	4,870	3,612	3,696	2,772	924	3,696	3,696
<b>Total Public Safety</b>	<b>4,870</b>	<b>3,612</b>	<b>3,696</b>	<b>2,772</b>	<b>924</b>	<b>3,696</b>	<b>3,696</b>
<i>Electric Utility Services</i>							
Electricity - Streetlighting	22,347	20,581	23,000	15,631	5,210	20,841	23,000
Utility Services	10,884	10,822	10,000	9,446	3,149	12,595	10,000
<b>Total Electric Utility Services</b>	<b>33,231</b>	<b>31,403</b>	<b>33,000</b>	<b>25,077</b>	<b>8,359</b>	<b>33,436</b>	<b>33,000</b>
<i>Garbage/Solid Waste Services</i>							
Utility - Refuse Removal	807	698	698	560	190	750	761
Solid Waste Disposal Assessm.	677	785	680	824	-	824	825
<b>Total Garbage/Solid Waste Services</b>	<b>1,484</b>	<b>1,483</b>	<b>1,378</b>	<b>1,384</b>	<b>190</b>	<b>1,574</b>	<b>1,586</b>

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

Fiscal Year 2023 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	ADOPTED BUDGET FY 2022	ACTUAL THRU JUL-2022	PROJECTED AUG- SEP-2022	TOTAL PROJECTED FY 2022	ANNUAL BUDGET FY 2023
<b>Water-Sewer Comb Services</b>							
Utility Services	9,793	8,930	10,000	9,268	3,089	12,357	10,000
<b>Total Water-Sewer Comb Services</b>	<b>9,793</b>	<b>8,930</b>	<b>10,000</b>	<b>9,268</b>	<b>3,089</b>	<b>12,357</b>	<b>10,000</b>
<b>Flood Control/Stormwater Mgmt</b>							
Contracts-Aquatic Control	24,486	24,660	24,660	12,330	6,165	18,495	24,660
Stormwater Assessment	894	894	894	885	-	885	894
R&M-Storm Water - Pond	19,494	2,195	8,000	25,218	8,406	33,624	8,000
<b>Total Flood Control/Stormwater Mgmt</b>	<b>44,874</b>	<b>27,749</b>	<b>33,554</b>	<b>38,433</b>	<b>14,571</b>	<b>53,004</b>	<b>33,554</b>
<b>Other Physical Environment</b>							
Contracts-Landscape	84,000	84,000	84,000	63,315	20,685	84,000	84,000
Liability/Property Insurance	9,876	8,647	9,176	8,174	-	8,174	9,176
R&M-Entry Feature	-	-	20,000	-	20,000	20,000	20,000
R&M-Irrigation	6,551	1,643	7,000	1,048	3,049	4,097	7,000
R&M-Mulch	6,978	-	13,320	13,320	-	13,320	13,320
R&M-Plant&Tree Replacement	3,357	200	20,000	2,150	(372)	1,779	20,000
<b>Total Other Physical Environment</b>	<b>110,762</b>	<b>94,490</b>	<b>153,496</b>	<b>88,007</b>	<b>43,363</b>	<b>131,370</b>	<b>153,496</b>
<b>Capital Expenditures &amp; Projects</b>							
Misc-Holiday Lighting	13,400	-	6,800	6,800	-	6,800	6,800
Misc-Contingency	-	3,867	13,680	3,000	1,500	4,500	12,254
Capital Improvements	35,580	53,850	-	-	-	-	-
<b>Total Capital Expenditures &amp; Projects</b>	<b>48,980</b>	<b>57,717</b>	<b>20,480</b>	<b>9,800</b>	<b>1,500</b>	<b>11,300</b>	<b>19,054</b>
<b>Road and Street Facilities</b>							
R&M-Bike Paths & Asphalt	-	-	1,200	-	-	-	1,200
R&M-Parking Lots	-	-	1,200	-	-	-	1,200
R&M-Sidewalks	8,380	-	15,000	1,470	-	1,470	15,000
R&M-Pressure Washing	-	-	12,000	11,845	-	11,845	12,000
<b>Total Road and Street Facilities</b>	<b>8,380</b>	<b>-</b>	<b>29,400</b>	<b>13,315</b>	<b>-</b>	<b>13,315</b>	<b>29,400</b>
<b>Parks and Recreation</b>							
ProfServ-Field Management	2,560	7,680	7,680	5,760	1,920	7,680	7,680
Contracts-Mgmt Services	10,296	10,296	10,296	7,722	2,574	10,296	10,296
Contract-Pools	9,257	9,540	9,540	7,695	1,845	9,540	9,540
Contractual Maint. Services	54,208	45,597	45,000	16,544	5,515	22,059	45,000
Telephone/Fax/Internet Services	1,812	1,823	1,800	1,469	490	1,959	1,800
R&M-Facility	13,319	1,950	2,500	3,565	1,000	4,565	2,500
R&M-Pools	12,633	12,824	7,000	3,297	3,703	7,000	7,000
R&M Basketball Courts	-	236	7,000	-	7,000	7,000	7,000
R&M-Playground	3,526	263	1,000	-	1,000	1,000	1,000
Op Supplies - General	5,235	6,091	4,500	3,127	1,042	4,169	4,500
<b>Total Parks and Recreation</b>	<b>112,846</b>	<b>96,300</b>	<b>96,316</b>	<b>49,179</b>	<b>26,089</b>	<b>75,268</b>	<b>96,316</b>

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

Fiscal Year 2023 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	ADOPTED BUDGET FY 2022	ACTUAL THRU JUL-2022	PROJECTED AUG- SEP-2022	TOTAL PROJECTED FY 2022	ANNUAL BUDGET FY 2023
<b>Reserves</b>							
Reserve - Other	-		65,100	-	-	-	65,100
<b>Total Reserves</b>	-	-	<b>65,100</b>	-	-	-	<b>65,100</b>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	<b>483,472</b>	<b>456,247</b>	<b>574,953</b>	<b>318,465</b>	<b>145,004</b>	<b>463,469</b>	<b>574,951</b>
Net change in fund balance	(17,318)	34,084	(1)	258,524	(144,799)	113,725	0
<b>FUND BALANCE, BEGINNING</b>	174,613	157,295	191,380	191,380	-	191,380	305,106
<b>FUND BALANCE, ENDING</b>	<b>\$ 157,295</b>	<b>\$ 191,380</b>	<b>\$ 191,380</b>	<b>\$ 449,904</b>	<b>\$ (144,799)</b>	<b>\$ 305,106</b>	<b>\$ 305,106</b>

**Budget Narrative**  
Fiscal Year 2023

**REVENUES**

**Interest Income (Investments)**

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

**Interest Tax Collector**

Interest earned from Assessment collections.

**Special Assessment - Tax Collector**

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

**Special Assessment - Discounts**

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

**Access Cards**

The district earns revenue from Access Card sales.

**EXPENDITURES**

*Expenditures - Administrative*

**P/R-Board of Supervisors**

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting in which they attend.

**FICA Taxes**

Payroll taxes on Board of Supervisor's compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures.

**Professional Services – Arbitrage Rebate**

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

**Professional Services – Dissemination Agent**

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

**Professional Services-Engineering**

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

**Professional Services-Legal Services**

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

**Budget Narrative**  
Fiscal Year 2023

**Expenditures - Administrative (continued)**

**Professional Services- Management Consulting Services**

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

**Professional Services-Property Appraiser**

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

**Professional Services-Trustee Fees**

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

**Professional Service-Web Site Development**

The District incurs fees as they relate to the development and ongoing maintenance of its own website by Campus Suites. The District incurs fees as they relate to the district email by Complete IT.

**Auditing Services**

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

**Postage & Freight**

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

**Rentals & Leases**

The District pays Country Walk CDD \$125 per month for use of their meeting hall for monthly board meetings.

**Public Officials Insurance**

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

**Printing & Binding**

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

**Legal Advertising**

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

**Misc – Assessment Collection Cost**

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

**Misc-Contingency**

This represents any additional unanticipated expenditures that are incurred during the year that may not have been provided for in the other budget categories.



**Budget Narrative**  
Fiscal Year 2023

Expenditures - Administrative (continued)

**Office Supplies**

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

**Annual District Filing Fee**

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

Expenditures – Public Safety

**Contracts – Security Services**

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

Expenditures – Electric Utility Services

**Electricity - Streetlighting**

Services provided by Withlacoochee Electric for streetlighting.

**Utility Services**

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

Expenditures – Garbage/Solid Waste Services

**Utility – Refuse Removal**

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

**Solid Waste Disposal Assessments**

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

Expenditures – Water-Sewer Combined Services

**Utility Services**

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

Expenditures – Flood Control/Stormwater Mgmt

**Contracts-Aquatic Control**

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

**Stormwater Assessment**

Pasco County Non-Ad Valorem Stormwater annual assessment.

**R&M-Storm Water-Pond**

Includes expenses incurred for the maintenance of drainage ponds.

**Budget Narrative**  
Fiscal Year 2023

**Expenditures – Other Physical Environment**

**Contracts-Landscape**

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

**Liability/Property Insurance**

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

**R&M-Entry Feature**

Includes expenses incurred for the maintenance of entry walls.

**R&M-Irrigation**

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

**R&M-Mulch**

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

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

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

**Expenditures – Capital Expenditures & Projects**

**Misc – Holiday Lighting**

The District designates funds for annual holiday Lighting.

**Misc - Contingency**

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

**Expenditures – Roads & Street Facilities**

**R&M Bike Paths & Asphalt**

The District designates funds for maintaining the bike paths & Asphalt.

**R&M-Parking Lots**

Includes expenses incurred for the maintenance of District parking lots.

**R&M-Sidewalks**

Includes expenses incurred for the maintenance of District sidewalks.

**R&M-Pressure Washing**

Includes expenses incurred for the maintenance of the sidewalks, driveways etc.

**Expenditures – Clubhouse, Parks & Recreation**

**ProfServ – Field Management**

Inframark provides field services for the District.

**Budget Narrative**  
Fiscal Year 2023

**Expenditures – Clubhouse, Parks & Recreation (continued)**

**Contracts-Management Services**

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

**Contract-Pools**

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

**Contractual Maintenance Services**

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

**Telephone/Fax/Internet Services**

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

**R&M-Facility**

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

**R&M-Pools**

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

**R&M-Basketball Court**

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

**R&M-Playground**

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

**Op Supplies - General**

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

**Reserves**

**Reserve – Other**

Funds set aside for the District's Amenities.

**Exhibit "A"**  
Allocation of Fund Balances

**AVAILABLE FUNDS**

	<b><u>Amount</u></b>
Anticipated Beginning Fund Balance - Fiscal Year 2023	\$ 305,106
Net Change in Fund Balance - Fiscal Year 2023	-
Reserves - Fiscal Year 2023 Additions	65,100
<b>Total Estimated Funds - 9/30/2023</b>	<b>370,206</b>

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

Deposits	3,355
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***Assigned Fund Balance***

Operating Reserve - First Quarter Operating Capital	127,463 <sup>(1)</sup>
Reserves - Other (PY)	120,125
Reserves - Other FY 2023	65,100
	<u>185,225</u>

<b>Total Allocation of Available Funds</b>	<b>316,043</b>
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<b>Total Unassigned (undesignated) Cash</b>	<b>\$ 54,163</b>
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**Notes**

(1) Represents approximately 3 months of operating expenditures for first Quarter.

**Oak Creek**

Community Development District

**Debt Service Budget**

Fiscal Year 2023

**Summary of Revenues, Expenditures and Changes in Fund Balances**  
Fiscal Year 2023 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2020	ACTUAL FY 2021	ADOPTED BUDGET FY 2022	ACTUAL THRU JUL-2022	PROJECTED AUG- SEP-2022	TOTAL PROJECTED FY 2022	ANNUAL BUDGET FY 2023
Interest - Investments	\$ 222	21	\$ 25	\$ 15	\$ 5	\$ 20	\$ 25
Special Assmnts- Tax Collector	437,163	437,163	437,163	437,162	-	\$ 437,162	437,163
Special Assmnts- Discounts	(16,756)	(16,954)	(17,487)	(16,903)	-	(16,903)	(17,487)
<b>TOTAL REVENUES</b>	<b>420,629</b>	<b>420,230</b>	<b>419,701</b>	<b>420,274</b>	<b>5</b>	<b>420,279</b>	<b>419,701</b>
<b>EXPENDITURES</b>							
<i>Administrative</i>							
Misc-Assessmnt Collection Cost	6,707	7,112.00	8,743	8,479	-	8,479	8,743
<b>Total Administrative</b>	<b>6,707</b>	<b>7,112</b>	<b>8,743</b>	<b>8,479</b>	<b>-</b>	<b>8,479</b>	<b>8,743</b>
<i>Debt Service</i>							
Principal Debt Retirement Series A-1	165,000	165,000	170,000	170,000	-	170,000	180,000
Principal Debt Retirement Series A-2	45,000	45,000	50,000	50,000	-	50,000	50,000
Principal Prepayment Series A-1	10,000	5,000	-	10,000	-	10,000	-
Interest Expense Series A-1	145,019	140,688	135,738	135,738	-	135,738	130,128
Interest Expense Series A-2	56,963	53,944	51,450	51,450	-	51,450	48,825
<b>Total Debt Service</b>	<b>421,982</b>	<b>409,632</b>	<b>407,188</b>	<b>417,188</b>	<b>-</b>	<b>417,188</b>	<b>408,953</b>
<b>TOTAL EXPENDITURES</b>	<b>428,689</b>	<b>416,744</b>	<b>415,931</b>	<b>425,667</b>	<b>-</b>	<b>425,667</b>	<b>417,696</b>
Excess (deficiency) of revenues							
Over (under) expenditures	(8,060)	3,486	3,770	(5,393)	5	(5,388)	2,005
<b>OTHER FINANCING SOURCES (USES)</b>							
Contribution to (Use of) Fund Balance	(8,060)	-	3,770	-	-	-	2,005
<b>TOTAL OTHER SOURCES (USES)</b>	<b>(8,060)</b>	<b>-</b>	<b>3,770</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,005</b>
Net change in fund balance	(8,060)	3,486	3,770	(5,393)	5	(5,388)	2,005
<b>FUND BALANCE, BEGINNING</b>	<b>326,947</b>	<b>318,887</b>	<b>318,887</b>	<b>322,372</b>	<b>-</b>	<b>322,372</b>	<b>316,984</b>
<b>FUND BALANCE, ENDING</b>	<b>\$ 318,887</b>	<b>\$ 322,372</b>	<b>\$ 322,657</b>	<b>\$ 316,979</b>	<b>\$ 5</b>	<b>\$ 316,984</b>	<b>\$ 318,989</b>

**Budget Narrative**  
Fiscal Year 2023

**REVENUES**

**Interest - Investment**

Interest earned on investments.

**Special Assessment – Tax Collector**

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

**Special Assessment – Discounts**

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

**EXPENDITURES**

**Expenditures - Administrative**

**Misc – Assessment Collection Cost**

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

**Expenditures – Debt Service**

**Principal Debt Retirement**

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

**Interest Expense**

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

**AMORTIZATION SCHEDULE**

SPECIAL ASSESSMENT REFUNDING BONDS - 2015 Series A-1

Period Ending	Total Outstanding Par Balance	Principal	Extraordinary Redemption	Coupon	Interest	Debt Service	Annual Debt Service
11/1/2022	3,025,000				65,064	65,064	302,933
5/1/2023	3,025,000	180,000		3.5%	65,064	245,064	
11/1/2023	2,845,000				61,914	61,914	306,978
5/1/2024	2,845,000	185,000		3.8%	61,914	246,914	
11/1/2024	2,660,000				58,445	58,445	305,359
5/1/2025	2,660,000	190,000		3.9%	58,445	248,445	
11/1/2025	2,470,000				54,788	54,788	303,233
5/1/2026	2,470,000	200,000		4.0%	54,788	254,788	
11/1/2026	2,270,000				50,788	50,788	305,575
5/1/2027	2,270,000	210,000		4.5%	50,788	260,788	
11/1/2027	2,060,000				46,115	46,115	306,903
5/1/2028	2,060,000	220,000		4.5%	46,115	266,115	
11/1/2028	1,840,000				41,220	41,220	307,335
5/1/2029	1,840,000	230,000		4.5%	41,220	271,220	
11/1/2029	1,610,000				36,103	36,103	307,323
5/1/2030	1,610,000	240,000		4.5%	36,103	276,103	
11/1/2030	1,370,000				30,763	30,763	306,865
5/1/2031	1,370,000	250,000		4.5%	30,763	280,763	
11/1/2031	1,120,000				25,200	25,200	305,963
5/1/2032	1,120,000	260,000		4.5%	25,200	285,200	
11/1/2032	860,000				19,350	19,350	304,550
5/1/2033	860,000	275,000		4.5%	19,350	294,350	
11/1/2033	585,000				13,163	13,163	307,513
5/1/2034	585,000	285,000		4.5%	13,163	298,163	
11/1/2034	300,000				6,750	6,750	304,913
5/1/2035	300,000	300,000		4.5%	6,750	306,750	
11/1/2035							306,750
		3,025,000			1,019,320	4,044,320	4,282,189



**AMORTIZATION SCHEDULE**

SPECIAL ASSESSMENT REFUNDING BONDS - 2015 Series A-2

Period Ending	Total Outstanding Par Balance	Principal	Extraordinary Redemption	Coupon	Interest	Debt Service	Annual Debt Service
11/1/2022	930,000				24,413	24,413	
5/1/2023	930,000	50,000		5.25%	24,413	74,413	98,825
11/1/2023	880,000				23,100	23,100	
5/1/2024	880,000	55,000		5.25%	23,100	78,100	101,200
11/1/2024	825,000				21,656	21,656	
5/1/2025	825,000	60,000		5.25%	21,656	81,656	103,313
11/1/2025	765,000				20,081	20,081	
5/1/2026	765,000	60,000		5.25%	20,081	80,081	100,163
11/1/2026	705,000				18,506	18,506	
5/1/2027	705,000	65,000		5.25%	18,506	83,506	102,013
11/1/2027	640,000				16,800	16,800	
5/1/2028	640,000	65,000		5.25%	16,800	81,800	98,600
11/1/2028	575,000				15,094	15,094	
5/1/2029	575,000	70,000		5.25%	15,094	85,094	100,188
11/1/2029	505,000				13,256	13,256	
5/1/2030	505,000	75,000		5.25%	13,256	88,256	101,513
11/1/2030	430,000				11,288	11,288	
5/1/2031	430,000	80,000		5.25%	11,288	91,288	102,575
11/1/2031	350,000				9,188	9,188	
5/1/2032	350,000	80,000		5.25%	9,188	89,188	98,375
11/1/2032	270,000				7,088	7,088	
5/1/2033	270,000	85,000		5.25%	7,088	92,088	99,175
11/1/2033	185,000				4,856	4,856	
5/1/2034	185,000	90,000		5.25%	4,856	94,856	99,713
11/1/2034	95,000				2,494	2,494	
5/1/2035	95,000	95,000		5.25%	2,494	97,494	99,988
11/1/2035	-						
		930,000			375,638	1,305,638	1,305,638

## **Oak Creek**

Community Development District

### **Supporting Budget Schedules**

Fiscal Year 2023

**Comparison of Non-Ad Valorem Assessment Rates  
Fiscal Year 2023 vs. Fiscal Year 2022**

Product	General Fund 001			2015A DS Per Unit			Total Assessments per Unit			O&M	Bond	Prepaid
	FY 2023	FY 2022	Percent Change	FY 2023	FY 2022	Percent Change	FY 2023	FY 2022	Percent Change	Units	Units 2015	Units
50' lot	\$987.83	\$987.83	0.0%	\$730.20	\$730.20	0.0%	\$1,718.03	\$1,718.03	0.0%	272	270	0
60' lot	\$1,185.40	\$1,185.40	0.0%	\$863.34	\$863.34	0.0%	\$2,048.74	\$2,048.74	0.0%	278	278	0
										<b>550</b>	<b>548</b>	<b>0</b>

**5Ci.**

**5Cia**

**RESOLUTION 2022-04****A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OAK CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager submitted, prior to June 15<sup>th</sup>, to the Board of Supervisors (“**Board**”) of the Oak Creek Community Development District (“**District**”) a proposed budget for the next ensuing budget year (“**Proposed Budget**”), along with an explanatory and complete financial plan for each fund, pursuant to the provisions of Sections 189.016(3) and 190.008(2)(a), Florida Statutes;

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

**WHEREAS**, the Board held a duly noticed public hearing pursuant to Section 190.008(2)(a), Florida Statutes;

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least 2 days before the public hearing pursuant to Section 189.016(4), Florida Statutes;

**WHEREAS**, the Board is required to adopt a resolution approving a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year pursuant to Section 190.008(2)(a), Florida Statutes; and

**WHEREAS**, the Proposed Budget projects the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:****Section 1. Budget**

- a. That the Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s records office, and hereby approves certain amendments thereto, as shown below.
- b. That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2021-2022 and/or revised projections for fiscal year 2022-2023.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District’s records office and identified as “The Budget for the Oak

Creek Community Development District for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023”.

- d. The final adopted budget shall be posted by the District Manager on the District’s website within 30 days after adoption pursuant to Section 189.016(4), Florida Statutes.

**Section 2. Appropriations.** There is hereby appropriated out of the revenues of the District (the sources of the revenues will be provided for in a separate resolution), for the fiscal year beginning October 1, 2022, and ending September 30, 2023, the sum of \$\_\_\_\_\_, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

Total General Fund	\$ _____
Total Debt Service Funds	\$ _____
<b>Total All Funds*</b>	<b>\$ _____</b>

\*Not inclusive of any collection costs or early payment discounts.

**Section 3. Budget Amendments.** Pursuant to Section 189.016(6), Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. Any other budget amendments shall be adopted by resolution and be consistent with Florida law. This includes increasing any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and making the corresponding change to appropriations or the unappropriated balance.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section and Section 189.016, Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraph c. above are posted on the District’s website within 5 days after adoption pursuant to Section 189.016(7), Florida Statutes.

**Section 4. Effective Date.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**Passed and Adopted on August 15, 2022.**

Attested By:

**Oak Creek Community  
Development District**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chair/Vice Chair of the Board of Supervisors

**Exhibit A: FY 2022-2023 Adopted Budget**



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**RESOLUTION 2022-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OAK CREEK COMMUNITY DEVELOPMENT DISTRICT IMPOSING ANNUALLY RECURRING OPERATIONS AND MAINTENANCE NON-AD VALOREM SPECIAL ASSESSMENTS; PROVIDING FOR COLLECTION AND ENFORCEMENT OF ALL DISTRICT SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENT OF THE ASSESSMENT ROLL; PROVIDING FOR CHALLENGES AND PROCEDURAL IRREGULARITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the District is located in Pasco County, Florida (“**County**”);

**WHEREAS**, the Board of Supervisors of the District (“**Board**”) hereby determines to undertake various activities described in the District’s adopted budget for fiscal year 2022-2023 attached hereto as **Exhibit A (“FY 2022-2023 Budget”)** and incorporated as a material part of this Resolution by this reference;

**WHEREAS**, the District must obtain sufficient funds to provide for the activities described in the FY 2022-2023 Budget;

**WHEREAS**, the provision of the activities described in the FY 2022-2023 Budget is a benefit to lands within the District;

**WHEREAS**, the District may impose non-ad valorem special assessments on benefited lands within the District pursuant to Chapter 190, Florida Statutes;

**WHEREAS**, such special assessments may be placed on the County tax roll and collected by the local Tax Collector (“**Uniform Method**”) pursuant to Chapters 190 and 197, Florida Statutes;

**WHEREAS**, the District has, by resolution and public notice, previously evidenced its intention to utilize the Uniform Method;

**WHEREAS**, the District has approved an agreement with the County Property Appraiser (“**Property Appraiser**”) and County Tax Collector (“**Tax Collector**”) to provide for the collection of special assessments under the Uniform Method;

**WHEREAS**, it is in the best interests of the District to proceed with the imposition, levy, and collection of the annually recurring operations and maintenance non-ad valorem special assessments on all assessable lands in the amount contained for each parcel’s portion of the FY 2022-2023 Budget (“**O&M Assessments**”);

**WHEREAS**, the Board desires to collect the annual installment for the previously levied debt service non-ad valorem special assessments (“**Debt Assessments**”) in the amounts shown in the FY 2022-2023 Budget;

**WHEREAS**, the District adopted an assessment roll as maintained in the office of the District Manager, available for review, and incorporated as a material part of this Resolution by this reference (“**Assessment Roll**”);

**WHEREAS**, it is in the best interests of the District to certify the Assessment Roll to the Tax Collector pursuant to the Uniform Method; and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:**

**Section 1. Benefit from Activities and O&M Assessments.** The provision of the activities described in the FY 2022-2023 Budget confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the O&M Assessments allocated to such lands. The allocation of the expenses of the activities to the specially benefited lands is shown in the FY 2022-2023 Budget and in the Assessment Roll.

**Section 2. O&M Assessments Imposition.** Pursuant to Chapter 190, Florida Statutes and procedures authorized by Florida law for the levy and collection of special assessments, the O&M Assessments are hereby imposed and levied on benefited lands within the District in accordance with the FY 2022-2023 Budget and Assessment Roll. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.

**Section 3. Collection and Enforcement of District Assessments.** The collection of all Debt Assessments and all O&M Assessments for all lands within the District, shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in the Assessment Roll. All assessments collected by the Tax Collector shall be due, payable, and enforced pursuant to Chapter 197, Florida Statutes.

**Section 4. Certification of Assessment Roll.** The Assessment Roll is hereby certified and authorized to be transmitted to the Tax Collector.

**Section 5. Assessment Roll Amendment.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

**Section 6. Assessment Challenges.** The adoption of this Resolution shall be the final determination of all issues related to the O&M Assessments as it relates to property owners whose benefited property is subject to the O&M Assessments (including, but not limited to, the determination of

special benefit and fair apportionment to the assessed property, the method of apportionment, the maximum rate of the O&M Assessments, and the levy, collection, and lien of the O&M Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 30 days from adoption date of this Resolution.

**Section 7. Procedural Irregularities.** Any informality or irregularity in the proceedings in connection with the levy of the O&M Assessments shall not affect the validity of the same after the adoption of this Resolution, and any O&M Assessments as finally approved shall be competent and sufficient evidence that such O&M Assessment was duly levied, that the O&M Assessment was duly made and adopted, and that all other proceedings adequate to such O&M Assessment were duly had, taken, and performed as required.

**Section 8. Severability.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**Section 9. Effective Date.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**Passed and Adopted on August 15, 2022.**

Attested By:

**Oak Creek Community  
Development District**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary/Assistant Secretary

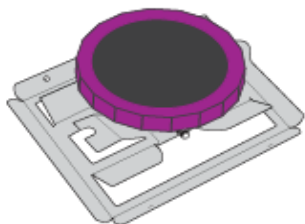
\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chair/Vice Chair of the Board of Supervisors

**Exhibit A: FY 2022-2023 Budget**

**5D**

**5Di.**

### Britestar 3



### Legend

Compressor Cabinet



AirStation



BottomLine Tubing

### Optional Equipment



Shoreline Valve Box



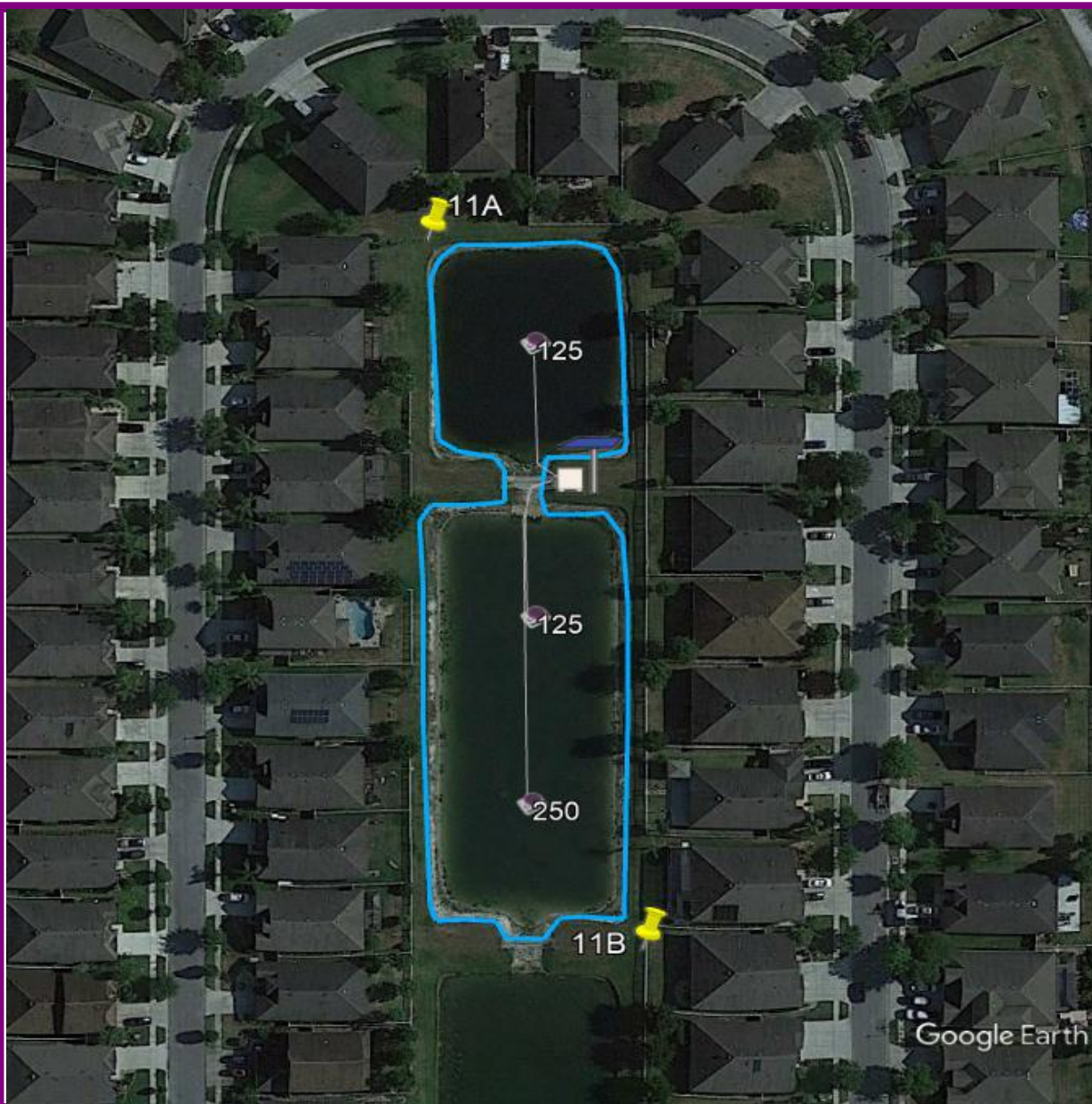
1" PVC Pipe

### 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.

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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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## 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

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### 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](http://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.

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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.

**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.

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.

**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.

- 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.

**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.

**5Dii.**

Ace Courts Incorporated

2421 Kumquat Drive  
Edgewater, FL 32141

Page #75

# 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
		<b>Total</b>	\$7,180.00

**5Diii.**





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:

<b>TOTAL</b>	<b>\$16,443.75</b>
--------------	--------------------

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

**5Div.**



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:

<b>TOTAL</b>	<b>\$3,610.86</b>
--------------	-------------------

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

**5E.**



# Oak Creek CDD MONTHLY REPORT

Prepared by: Virgil Stoltz, VP & General Manager  
Inspected: June 27, 2022





Pond 1

MAY 2022



JUNE 2022



**POND 1** - water level still low. *Bluegreen Algae* appears to be getting a little better. This month we continued treatment *Captain XTR Algaecide*. Unwanted vegetation is browning out from initial treatments in May. We will continue aggressive treatments on the algae. *Procellacor* was not used this month due the continued blue-green algae.

**Pond 2A****MAY 2022****JUNE 2022**

**Pond 2A** – Water level is slightly lower, but pond is free of surface algae. Unwanted vegetation has browned out from last month's treatments and new growth was treated with aquatic herbicide.



MAY 2022

Pond 2B



JUNE 2022

**Pond 2B** – The clump of Cattails that was on the south end of the pond last month are now gone. Water level remains low. Pond is free of any surface algae.



**Sump 4****MAY 2022****JUNE 2022**

**Sump 4** – All the weeds and unwanted vegetation that was present in May has now browned out and any new growth was treated today with aquatic herbicide.



**Sumps S1, S2, and S3** had blue-green algae at surface that was treated this month.

In July, Sump 1 will be treated with Captain XTR.



**Pond 3** - The *Pennywort* growing along exposed shore margin has died out from our previous treatment. Water level is normal. Pond is free of any surface algae. Pond will be dyed more in July to shade out any planktonic algae.





**Pond 6** - This pond still has *Bluegreen Algae* mats on it and being treated more aggressively with *Captain XTR Algaecide* in July. Water level is normal.



**MAY 2022**



**JUNE 2022**

**Pond 8A -**

The pond had considerable amount of algae growth back in May and was treated. This month is showed only a thin band of algae, which was treated again. We will have to stay on top of it every month and dye the pond.

MAY 2022



JUNE 2022

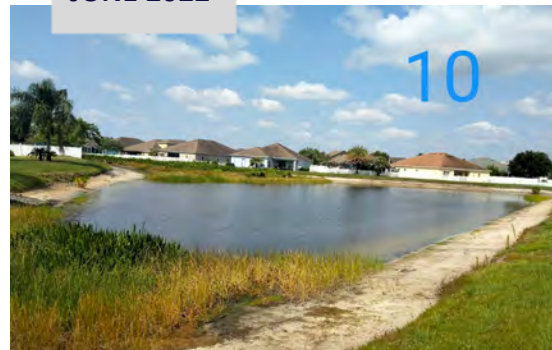
**Pond 9 -**

This pond had a considerable amount of *Torpedo Grass* growing at the north end mixed into the desirable aquatic plants. Browning of the unwanted vegetation can be seen, and we will continue to treat with *TIGR*.

MAY 2022



JUNE 2022

**Pond 10 -**

Has some exposed *Slender Spikerush* on the exposed pond banks/bottom. This weed is tough to control but if it is exposed it is very easily controlled. It should continue to turn brown and die off.



**Pond 18 -**

Pond looks great. The floating water fern (*Azolla*) that was on it last month has died off and dropped off the surface. Pond was treated for new vegetation growth.

**Pond 22 -**

BWA continues to treat the algae that is lingering around the edge of this pond. We will continue to keep an eye on it and treat it with Captain XTR and dye the pond a dark blue.

**Pond 24 -**

Water level is low, no surface algae. Looks good. The West Indian Marsh Grass that was treated last month is all gone.



### Pond 457 Littoral Shelf -

The shelf is nearly dry, so an ATV was utilized to travel out onto the shelf and the unwanted growth of on *Cattails*, *Torpedo Grass*, and *Primrose Willow* was treated with *Aquatic Glyphosate*. We will keep chipping away at the undesirable growth on this littoral shelf.



# BLUE WATER AQUATICS

Page #91

## SERVICE REPORT

DATE: 6-16-22

CUSTOMER: Oak Creek

AQUATECH: Georgie D

ACCOUNT # \_\_\_\_\_ WORK ORDER # \_\_\_\_\_

SITE	INSPECTION	TREATMENT	AIRBOAT	JONBOAT	AQUA-MULE	ATV	BACKPACK	ALGAE	GRASSES	CATTAILS	SUBMERSED	FLOATING	BRUSH	D/OXYGEN	WATER LEVEL	RESTRICTION # DAYS	WEATHER CONDITIONS
20A, B, C	✓			✓			✓	✓							No		
22, 23, 28																	Cloudy
26, 56, 57																	
26A, 26B																	Rainy
35, 21, 24																	
19, 15, 16																	84°
OBSERVATIONS / RECOMMENDATIONS <u>Treated Algae, Grasses, Pennywort</u>																	

## BLUE WATER AQUATICS

*Aquatic & Environmental Services*

5119 STATE ROAD 54  
NEW PORT RICHEY, FL 34652  
(727) 842-2100

WWW.BLUEWATERAQUATICSINC.COM

- Algae & Aquatic Weed Control Programs
- Water Quality Testing
- Wetland Creation, Restoration & Management
- Lake Aeration Systems
- Mechanical Weed Removal / Marsh Master
- Noxious Tree & Brush Control
- Mitigation Services

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CUSTOMER

# BLUE WATER AQUATICS

Page #92

## SERVICE REPORT

DATE: 6-24-22

CUSTOMER: Oak Creek

AQUATECH: George D

ACCOUNT # \_\_\_\_\_ WORK ORDER # \_\_\_\_\_

SITE	INSPECTION	TREATMENT	AIRBOAT	JONBOAT	AQUA-MULE	ATV	BACKPACK	ALGAE	GRASSES	CATTAILS	SUBMERSED	FLOATING	BRUSH	D/OXYGEN	WATER LEVEL	RESTRICTION # DAYS	WEATHER CONDITIONS
10, 9, 8B, 8A	✓			✓			✓	✓						✓	✓		Sunny, 100°
11A, 11B, 12																	
4S7, S1, S2S3																	
3, S4, 2B, 2A																	
1, 6, 17, 20A																	
15, 24, 21, 22																	
23, 35	✓			✓			✓	✓						✓	✓		

OBSERVATIONS / RECOMMENDATIONS Treated Ponds for Algae, Torpedo  
Grass, Spike rush, Sessaria, red Ludwigia, Pennywort  
Dog Penel Today

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CUSTOMER



# BLUE WATER AQUATICS

Page #93

## SERVICE REPORT

DATE: 6-27-22

CUSTOMER: Oak Creek

AQUATECH: George D

ACCOUNT # WORK ORDER #

SITE	INSPECTION	TREATMENT	AIRBOAT	JONBOAT	AQUA-MULE	ATV	BACKPACK	ALGAE	GRASSES	CATTAILS	SUBMERSED	FLOATING	BRUSH	D/OXYGEN	WATER LEVEL	RESTRICTION # DAYS	WEATHER CONDITIONS
18, 14, 25	✓																
26, 26A, 56	✓																
57, 26B, 16	✓																
20A, B, C, 16	✓																

Sunny  
85°

### OBSERVATIONS / RECOMMENDATIONS

Treated Ponds for Algae, Torpedo Grass, Dog Fern, Red Ludwigia, Spike rush out pump work today

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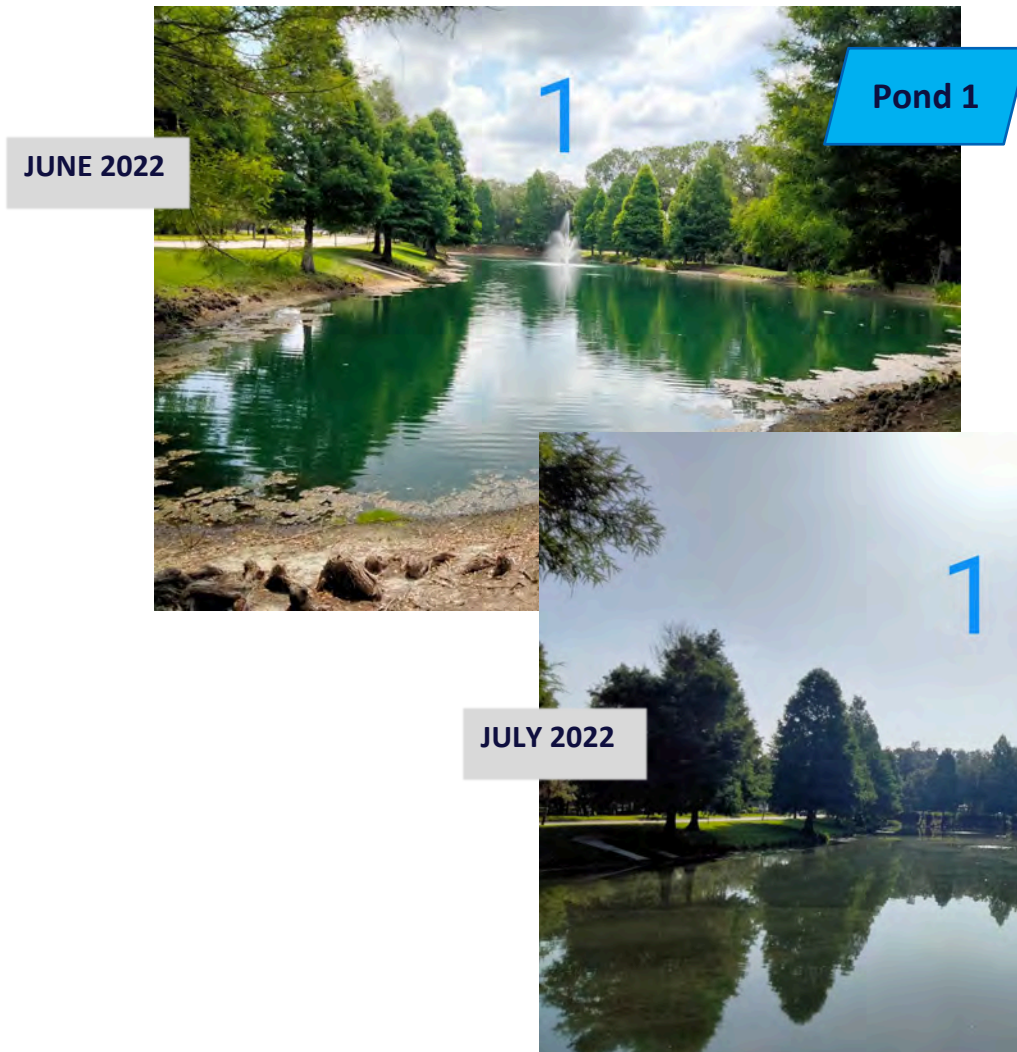
CUSTOMER



# Oak Creek CDD MONTHLY REPORT

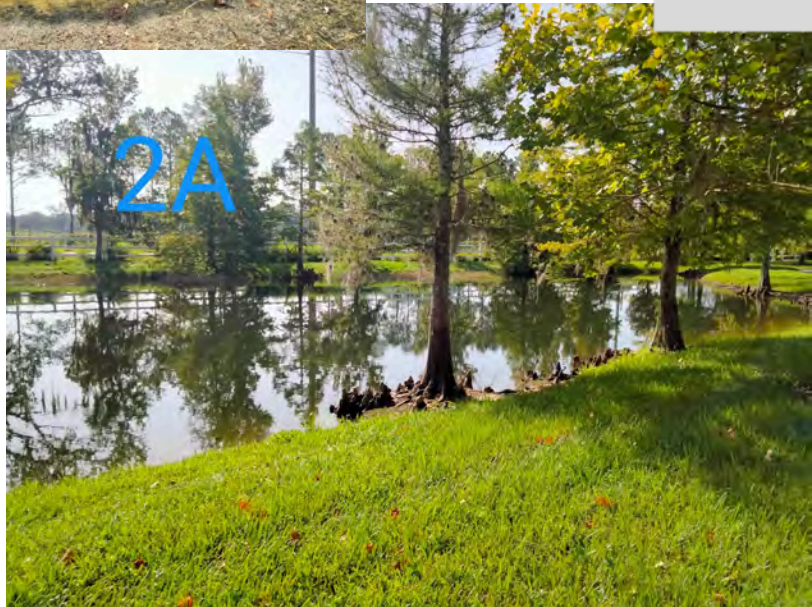
Prepared by: Virgil Stoltz, VP & General Manager  
Inspected: July 28, 2022





**POND 1** - Water level is high now. Minimal surface algae – looking much better! Treated new emergent vegetative growth with aquatic herbicide.



**Pond 2A****JULY 2022**

**Pond 2A** – Water level is higher now and clear of algae. New emergent growth was treated with aquatic herbicide.

Pond 2B

JUNE 2022



2B

JULY 2022



**Pond 2B** – Water is back to normal levels and the surface is clear of algae. Pond looks good.

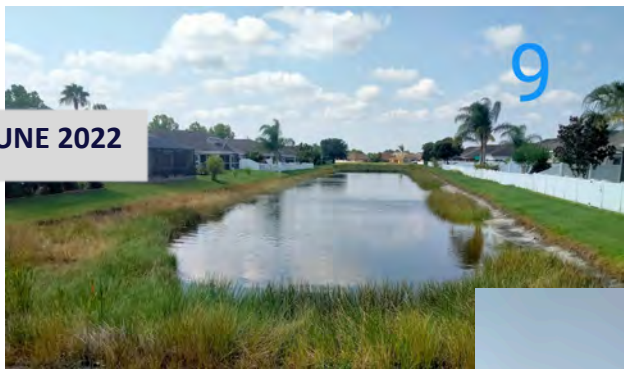


**SUMP 3**

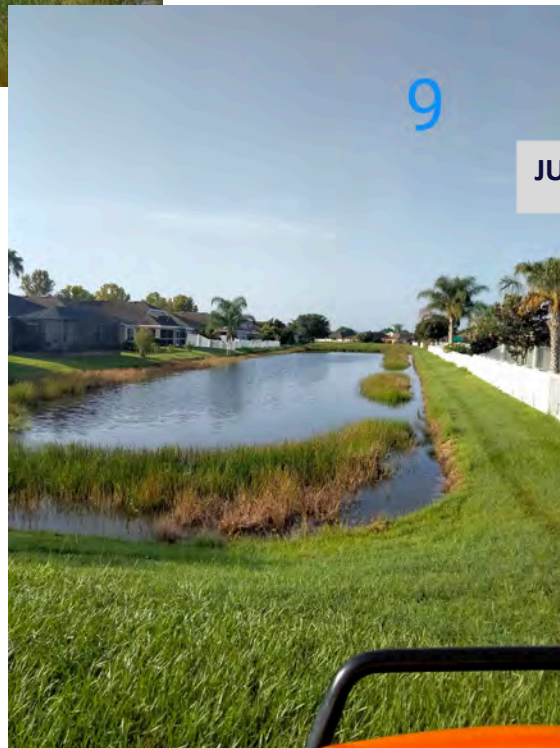
**Sump 3** – New emergent growth was treated with aquatic herbicide. Sump surface water is clear of algae.



**Pond 10** - Water level is a bit higher now. The previous exposed Slender Spikerush has browned and died off. Any new emergent growth was treated. The surface water is clear of algae.



**Pond 9** – There are mostly good plants remaining at the North end. The unwanted vegetation was treated. No surface algae present.







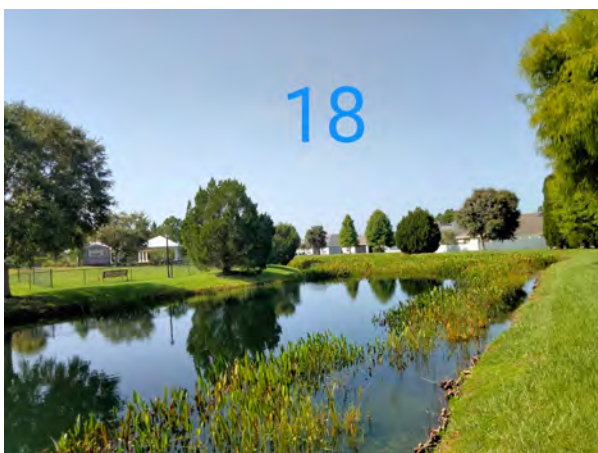
JUNE 2022

**Pond 8A -**

This pond had a considerable amount of algae back in May and has steadily gotten better. This month only a minimal amount of algae was present, which we treated with aquatic herbicide.

**Pond 8B -**

The littoral shelf is looking very good with all the native plants. We treated all new emergent growth of invasives with aquatic herbicide.

**Pond 18 -**

Pond was treated for new vegetation growth. Pond continues to look great.



JUNE 2022



JULY 2022

**Pond 6 -**

This pond had Bluegreen Algae mats on it still in June, but we treated it aggressively with Captain XTR Algaecide and it is looking much better. We will continue this treatment.

JUNE 2022



JULY 2022

**Pond 22 -**

The lingering algae around the edge of the pond has now cleared. Much improved. We will continue to keep an eye on it and treat it with Captain XTR and pond dye.

JUNE 2022



JULY 2022

**Pond 24 -**

The water levels are much higher now. The surface of the water is clear of any algae this month and we treated any new emergent growth with aquatic herbicide.

***OVERALL, the waterways are looking much better. We believe our treatment plans are making a difference. The increased water levels have also helped.***

# BLUE WATER AQUATICS

Page #103

## SERVICE REPORT

DATE: 7-12-22

CUSTOMER: Oak Creek

AQUATECH: George D

ACCOUNT # \_\_\_\_\_ WORK ORDER # \_\_\_\_\_

SITE	INSPECTION	TREATMENT	AIRBOAT	JONBOAT	AQUA-MULE	ATV	BACKPACK	ALGAE	GRASSES	CATTAILS	SUBMERSED	FLOATING	BRUSH	D/OXYGEN	WATER LEVEL	RESTRICTION # DAYS	WEATHER CONDITIONS
11A, 11B, 12	✓			✓		✓	✓	✓	✓	✓				✓	✓		Sunny 78°
10, 4, 8B, 8A																	
457, 51, 52																	
53, 3, 54, 2B																	
1, 6, 18, 13, 14																	
16, 17, 20, ABC																	
14, 22, 25, 23																	
26, 26A, 56, 55																	
21, 24, 26B, 57	✓			✓		✓	✓	✓	✓					✓	✓		

### OBSERVATIONS / RECOMMENDATIONS

Treated Algae, Torpedo Grass, Dog Fence, Cattails, Red Ludwigia, Pennant, Primrose & West Indian Marsh Grass Today

## BLUE WATER AQUATICS

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NEW PORT RICHEY, FL 34652  
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- Noxious Tree & Brush Control
- Mitigation Services

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CUSTOMER

# BLUE WATER AQUATICS

Page #104

## SERVICE REPORT

DATE: 7/28/22

CUSTOMER: Oak Creek

AQUATECH: George D

ACCOUNT # \_\_\_\_\_ WORK ORDER # \_\_\_\_\_

SITE	INSPECTION	TREATMENT	AIRBOAT	JONBOAT	AQUA-MULE	ATV	BACKPACK	ALGAE	GRASSES	CATTAILS	SUBMERSED	FLOATING	BRUSH	D/OXYGEN	WATER LEVEL	RESTRICTION # DAYS	WEATHER CONDITIONS
11A, 11B, 12	✓			✓		✓	✓	✓							HO		Sunny 96°
10, 4, 8B, 8A	✓			✓		✓	✓	✓									
457, S1, S2	✓			✓		✓	✓	✓									
S3, 3, S4, 2B	✓			✓		✓	✓	✓									
2A, 6, 1, 18	✓			✓		✓	✓	✓									
S14, 16, 17,	✓			✓		✓	✓	✓									
20A, B, C, 17, 22	✓			✓		✓	✓	✓									
23, 24, 21, S5	✓			✓		✓	✓	✓									
26B, 26, 25, S6	✓			✓		✓	✓	✓									
26A, S7, 26B	✓			✓		✓	✓	✓									

### OBSERVATIONS / RECOMMENDATIONS

Treated Areas, Dog Kennel, Treated Grass,  
Pennywort, Sospensia, West Indian Marsh Grass

## BLUE WATER AQUATICS

Aquatic & Environmental Services

5119 STATE ROAD 54  
NEW PORT RICHEY, FL 34652  
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- Mitigation Services

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CUSTOMER

**5F.**

**5Fi**



**From:** [Vega, Mark](#)  
**To:** [Slaughter, Mona](#)  
**Subject:** Oak Creek CDD agenda item Consideration Fence on CDD Easement ---a ---- Joshua Weaver Hawk Grove Ct  
**Date:** Friday, August 5, 2022 12:22:06 AM

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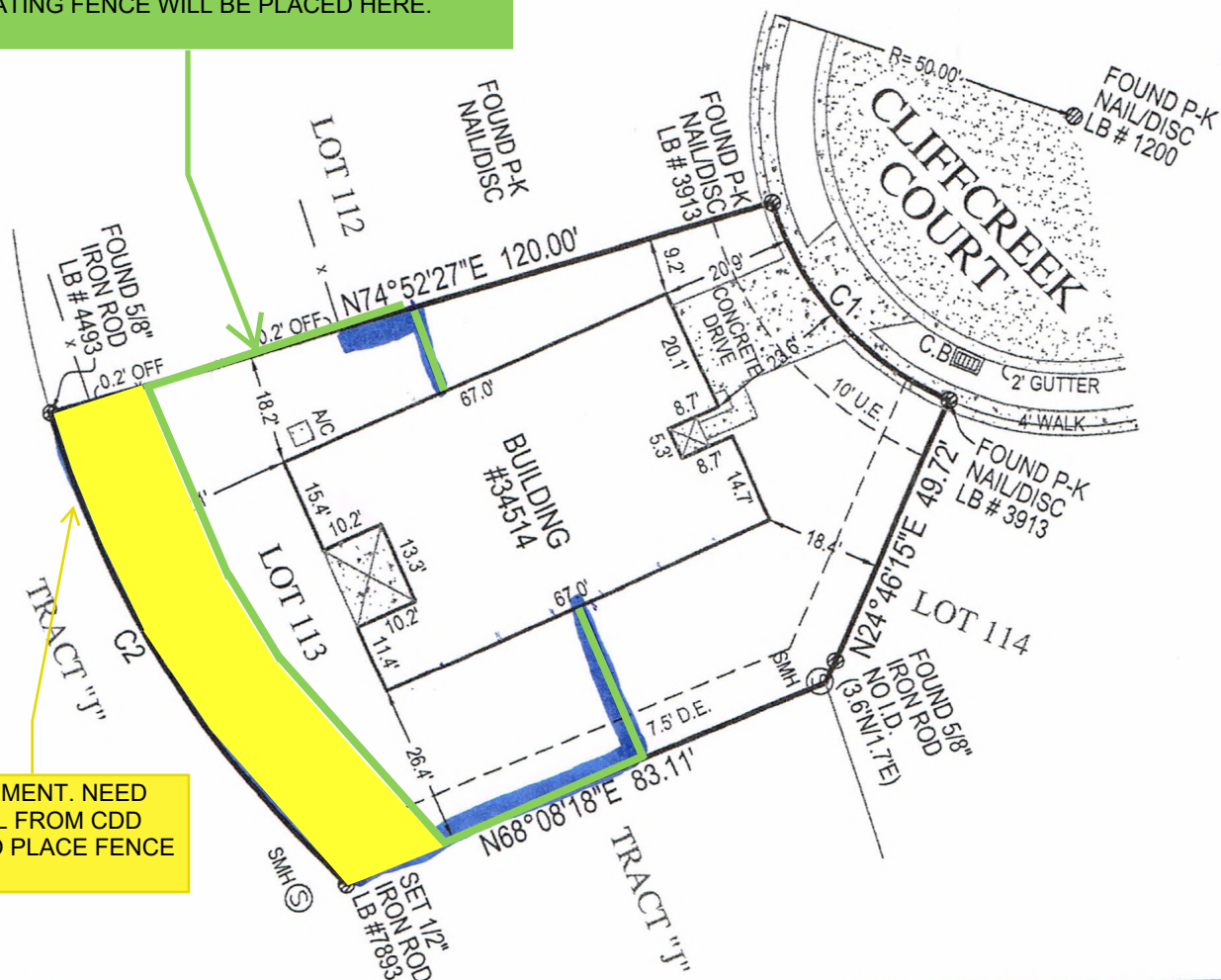


**5Fii**

H. Osborne 4/4/2022

# BOUNDARY SURVEY

FENCE PLACEMENT HERE DOES NOT REQUIRE CDD BOARD APPROVAL ONLY ARC/ARB APPROVAL. WE WILL JUST NEED A NEW/UPDATED CONTRACTOR QUOTE STATING FENCE WILL BE PLACED HERE.



SCALE  
1"=30'

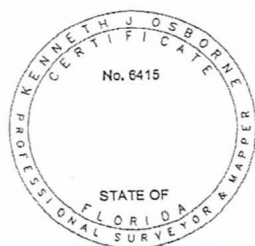
CDD EASEMENT. NEED APPROVAL FROM CDD BOARD TO PLACE FENCE HERE.

SURVEY NOTES  
CONCRETE DRIVE CROSSING THROUGH 10' U.E.  
INTO R/W ON EASTERLY SIDE OF LOT.

THERE ARE FENCES NEAR THE BOUNDARY  
OF THE PROPERTY.

A.E. - ACCESS EASEMENT.

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	43.72'	50.00'	50°06'12"
C2	90.46'	170.00'	30°29'19"



## SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY  
IS A TRUE AND CORRECT REPRESENTATION OF A  
SURVEY PREPARED UNDER MY DIRECTION.  
NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC  
SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL,  
OR A RAISED EMBOSSED SEAL AND SIGNATURE.

KENNETH  
OSBORNE



Digitally signed by KENNETH  
OSBORNE  
Date: 2022.03.14 08:02:15  
-04'00'

6250 N. MILITARY TRAIL, SUITE 102  
WEST PALM BEACH, FL 33407  
PHONE (561) 640-4800  
STATEWIDE PHONE (800) 226-4807  
STATEWIDE FACSIMILE (800) 741-0576  
WEBSITE: <http://targetsurveying.net>

(SIGNED)

KENNETH J OSBORNE  
PROFESSIONAL SURVEYOR AND MAPPER #6415

PAGE 2 OF 2 PAGES  
(NOT COMPLETE WITHOUT PAGE 1)

**5Fiii**



**Oak Creek of Pasco County HOA**  
**ARCHITECTURAL REVIEW RESPONSE**

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2654 Cypress Ridge Blvd. Suite 101 | Wesley Chapel, FL 33544 | (813) 991-1116  
[modifications@inframark.com](mailto:modifications@inframark.com)

February 15, 2022

Celso Gutierrez  
6332 Doe Path Ct  
Wesley Chapel FL 33545

RE: Architectural Submittal for 6332 Doe Path Ct  
**Fence - Additional Information Required**

Dear Homeowner,

We are writing to inform you that we have received your modification request. However, we are unable to forward your request to the Architectural Review Committee without the information noted below.

Additional Information Required: Property backing to a pond will need approval from CDD to build fence on the drainage and access easement. Please reach out to the CDD for approval of fence placement on the easement. Once received please submit for ARC review.

Please return the indicated item(s) within fifteen (15) working days of this letter, so your request may be processed.

**FAILURE TO SUBMIT THE ADDITIONAL INFORMATION SHALL CONSTITUTE DENIAL OF YOUR APPLICATION.**

Oak Creek of Pasco County HOA  
**ARCHITECTURAL REVIEW COMMITTEE**

*ARC approval of plans shall not constitute a representation, warranty, or guarantee that such plans and specifications comply with engineering design practices or zoning and building ordinances, or other governmental agency regulations or restrictions. The ARC shall not be responsible for reviewing, nor shall its approval of any plans or design, be deemed approved from the standpoint of structural safety or conformance with building or other codes. By approving such plans and specifications, neither the ARC, the Members thereof, the Association, any Member thereof, their Board of Directors, any Members thereof, or the Declarant assumes any liability or responsibility therefore or for any defect in the construction or improvement from such plans or specifications. As provided in the CC&R's neither the ARC, the Association, the Board of Directors or the Association or any Members thereof, not the Declarant or Developer shall be liable to any Member, Owner, Occupant, or other person or entity for any damage, loss or prejudice suffered or claimed on account of (1) the approval or disapproval of any plans, drawings, or specifications, whether or not defective, or (2) the construction or performance of any work whether or not pursuant to the approved plans, drawings, or specifications.*

# Oak Creek of Pasco County

HOMEOWNERS' ASSOCIATION, INC.

## ALTERATION APPLICATION

OWNER'S NAME: Ceslo Gutierrez DATE: 1-25-2022

ADDRESS: 6332 DOE PATH CT PHONE: (504) 644-7370  
WESLEY CHAPEL, FL 33545

EMAIL ADDRESS: Ceslo920@yahoo.com

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

I'M WANT TO BUILD A FENCE. I HAVE A 3 YEARS OLD,

AND A ELENE YEARS old AUTISTIC CHILD,

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

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

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

DATE: 1-25-22 OWNER'S SIGNATURE: 

ACTION TAKEN BY THE ASSOCIATION:

DATE: \_\_\_\_\_ APPROVED: \_\_\_\_\_ NOT APPROVED: \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE FOR THE ARCHITECTURAL REVIEW COMMITTEE

PLEASE EMAIL THIS ARC FORM TO MODIFICATIONS@INFRAMARK.COM OR MAIL TO  
2654 CYPRESS RIDGE BLVD SUITE 101 WESLEY CHAPEL, FL 33544

Your estimate 6394 from New Tampa Fence, Inc.

From: Scott Gilligan (delivery@email.joistapp.com)

To: celsog20@yahoo.com

Date: Wednesday, January 19, 2022, 09:49 AM EST



**Estimate # 6394 from New Tampa  
Fence, Inc.**

**Attn: Celso Gutierrez**

We are excited about the possibility of working with you.

Please let us know if we need to revise the quote in any way or any changes to the quote to earn your business. If everything looks good please click the SIGN button and approve the estimate so we can move forward with setting up an installation date.

**THE NEXT STEPS:**

Provide an electronic signature on the estimate. Above your name is "ACCEPT ESTIMATE" and above that is "SIGN". Click on "sign" and type your name. From a smartphone, click on the down arrow or the word MORE and type in your name.

We will then mark your property survey that needs to be provided by you and return it to you for your HOA submission. Then there is the HOA application that you need to get from the HOA to complete.

Mail the deposit check to the address on the estimate.

24727 SR 54, Lutz FL 33559. Other Payment Options are stated in the Estimate.

We will call you with an installation date once you receive HOA approval, 25% deposit received, signed estimate and pending availability of material.

#### ALL MATERIAL

Due to supply and demand issues nationwide, some fence material will be in short supply, specially colored vinyl fence or will have longer than normal manufacturing cycles. Our manufacturers are keeping us up-to-date weekly of material availability and any price changes. Estimates are only good for 45 days from quoted and deposit received at this time due to on going price increases from our suppliers and manufactures. A new estimate will need to be signed based on updated material costs if prices go up after the 45 days of signing the estimate and deposit received and job has not been installed yet.

Please click the button below to view your Estimate on a secure webpage.

[View Estimate](#)

Financing options are available

Powered by **JOIST**



## ESTIMATE

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**Celso Gutierrez**  
6332 Doe Path Ct  
Wesley Chapel, Florida 33545  
(504) 644-7370

**New Tampa Fence, Inc.**

24727 State Road 54  
Lutz, FL 33559

Phone: +813-423-2383, alt 813-753-9149  
Email: newtampafence@gmail.com  
Web: www.newtampafence.com

Estimate # 6394  
Date 01/13/2022  
PO # Oak Grove  
Business / Tax # P12000076310

Description	Quantity	Total
6' white vinyl privacy fence - per foot Install new standard 6' wide panel	83.0	\$2,480.06
Gate PRIVACY pvc WHITE 5' wide with stainless steel hardware and aluminum post insert	1.0	\$301.36
Regency 4'x6' white Vinyl picket fence - per foot 7/8"x3" pickets with 3.5" spacing	59.0	\$1,612.26
Gate PVC WHITE 4' wide - regency picket with stainless steel hardware and aluminum post insert	1.0	\$347.33

<b>Subtotal</b>	<b>\$4,741.00</b>
<b>Total</b>	<b>\$4,741.00</b>
<b>Deposit Due</b>	<b>\$1,185.25</b>

**Notes:**

Note: the 40' on the right side is \$1220.00 if your neighbor wants to pay you half of this

Estimates are only good for 45 days from quoted and deposit received at this time due to on going price increases from our suppliers and manufactures. A new estimate will need to be signed based on updated material costs if

prices go up after 45 days of the estimate and the job has not been installed yet.

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**10 YEAR LABOR WARRANTY**

LIFETIME manufactures material warranty for all vinyl and aluminum fence products  
ALL POST SET IN CEMENT

PAYMENT OPTIONS: check, cash, money order (we do except credit/debit cards but a 3% processing fee will be applied). Bounced checks will result in a \$15.00 charge added to your balance.

All Materials remain property of New Tampa Fence until payed in full and will be removed for non payment.

CHANGES AFTER INSTALLATION: The customer is responsible for any changes or charges, if a contractor comes in AFTER the fence is installed to modify the grading, add sod, or install pavers which results in a need to alter gates or fence lines.

WOOD DISCLAIMER: All wood products purchased from New Tampa Fence meet or exceed wood grade rules, however due to the natural tendency of wood to warp, shrink or split, New Tampa Fence implies no warranties on wood materials other than those offered by the manufacturer.

Any balance over 30 days for the invoice date will incur a late fee of 1.5% per month. If applicable law requires a lesser charge, the maximum allowable charge under such law will apply.

Rock/Root Clause: If rock or roots are encountered enough to inhibit normal progress customer will bear additional cost(s), at the rate of \$35.00 per man hour, plus cost of concrete & rock removal equipment.

Covenants: Materials are guaranteed to be specified. All work will be completed in a workmanlike manner according to standard practices. Performance is contingent upon strikes, accidents or delays beyond our control. Additions, alterations or deviations from the above specifications at time of install may result in additional charges of \$250 to the customer.

UNDERGROUND DISCLAIMER: Underground utilities to main box will be marked by Sunshine State One Call and New Tampa Fence will not be responsible for any claims arising from encroachment or damage to utilities. Private utilities need to be marked by homeowner/business. New Tampa Fence will not be responsible for damaged lines that are not marked prior to install.

SPRINKLER & LINES DISCLAIMER: New Tampa Fence is not responsible for damaged underground sprinkler pipes that are not marked by homeowner/business but will fix up to 2 line brakes. Sprinkler heads that end up under the fence or on the other side of the fence or property lines will need to be moved by the homeowner or builder.

HOA/CDD DISCLAIMER: New Tampa Fence is not responsible for the cost to move, change and or remove the fence if the HOA/CDD requests due to the homeowner instructions to New Tampa Fence to put the fence up before HOA approval or with out approval.

**New Tampa Fence, Inc.**

**Work up sheet**

Date 11/28/10

Customer: Colon G. Garcia Subdivision: Old San

Address: 6332 Doe Rd. SE City: Wesley Chapel, FL 32645

Phone: 504-123-4567 Email: Colon.G.Garcia@comcast.net

Post	Style
1	1.1x4x6x8x10
2	1.1x4x6x8x10
3	1.1x4x6x8x10
4	1.1x4x6x8x10
5	1.1x4x6x8x10
6	1.1x4x6x8x10
7	1.1x4x6x8x10
8	1.1x4x6x8x10
9	1.1x4x6x8x10
10	1.1x4x6x8x10

PERCE TO FOLLOW BOUND (on post)

PERCE TO STAY LEVEL AT TOP

Gate to open: IN CUT Y Small Post Y Under Post Y Reverse post opening Y

Post Code: 102 Special hardware: 102 Special 3-Post Set: 102

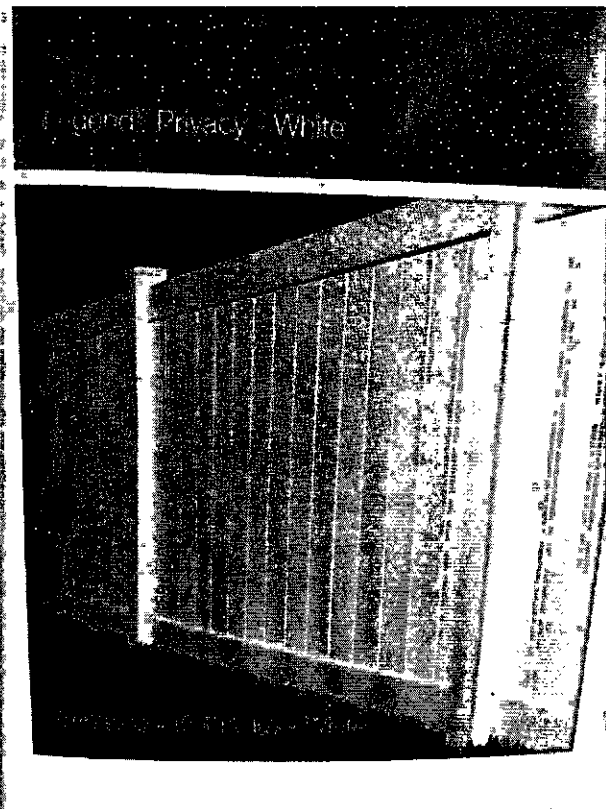
Remove from: 102 New Survey: 102 Do Not Remove: 102 Fence Material: 102

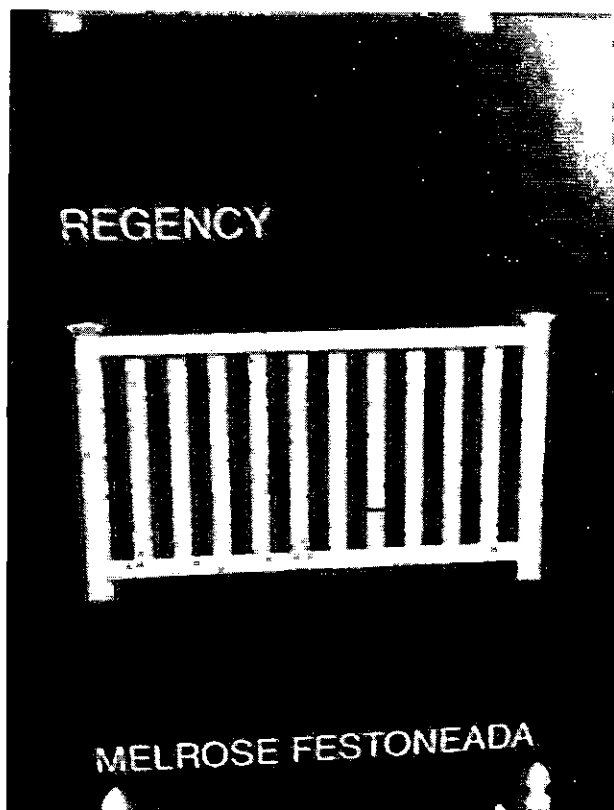
Military/Job Independent Placement: 102

Wood Fence	Aluminum Fence	Steel Fence	Chain Link Fence
Color: <u>White</u>	Color: <u>White</u>	Style: <u>White</u>	Height: <u>White</u>
Color: <u>White</u>	Style: <u>White</u>	Height: <u>White</u>	Top Rail: <u>White</u>
Height: <u>White</u>	# of rails: <u>White</u>	Height: <u>White</u>	Height: <u>White</u>
Style: <u>White</u>	Height: <u>White</u>	Style: <u>White</u>	Style: <u>White</u>
Gate: <u>White</u>	Gate: <u>White</u>	Gate: <u>White</u>	Gate: <u>White</u>
Style: <u>White</u>	Style: <u>White</u>	Style: <u>White</u>	Style: <u>White</u>
Gate: <u>White</u>	Gate: <u>White</u>	Gate: <u>White</u>	Gate: <u>White</u>

Special Instructions: Turned on right side of the

look to pay for this





By signing this document, the customer agrees to the services and conditions outlined in this document. Signed estimates and deposit received are only good for 45 days at this time due to on going price increases from our suppliers and manufactures.

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Celso Gutierrez