

Oak Creek Community Development District

Board of Supervisors

- | | |
|---|---|
| <input type="checkbox"/> David Gerald, Chairman | <input type="checkbox"/> Mark Vega, District Manager |
| <input type="checkbox"/> Lisa Vaile, Vice Chairperson | <input type="checkbox"/> Vivek Babbar, District Counsel |
| <input type="checkbox"/> Ryan Gilbertsen, Assistant Secretary | <input type="checkbox"/> Robert Dvorak, District Engineer |
| <input type="checkbox"/> Michael Rudman, Supervisor | |
| <input type="checkbox"/> Sam Watson, Assistant Secretary | |

Meeting Agenda February 20, 2023 – 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. Approval of the October 17, 2022 Minutes [Page 4]
 - B. Approval of the December 19, 2022 Minutes [Page 8]
 - C. Acceptance of the Financial Report [Page 12]
5. **Staff Reports**
 - A. District Counsel
 - B. District Engineer
 - i. Consideration of BDI Engineering Agreement [Page 29]
 - C. District Manager
 - i. Consideration of Resolution 2023-1 – Amending the Budget for FY 2023 [Page 43]
 - ii. Presentation of Proposed Budget for Fiscal Year 2023/2024 [Page 48]
 - a. Consideration of Resolution 2023-3, Approving Proposed Budget for Fiscal Year 2023/2024 and Setting the Public Hearing [Page 68]
 - iii. LMP Proposal – Top Choice Application [Page 71]
 - iv. Discussion of Dog Park Shade Fabric Replacement [Page 75]
 - v. Insurance Update [Page 78]
 - D. Aquatics Report –December 2022 and January 2023 [Page 82]
6. **Old Business**
7. **Supervisor Requests and Comments**
8. **Adjournment**

Next Meeting March 20, 2023

**Meeting Location:
5827 Dean Dairy Road
Zephyrhills, FL 33541**

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, October 17, 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 Gilbertson	Assistant Secretary
Adam Silva	Assistant Secretary
Lisa Vaile	Assistant Secretary

Also, present:

Mark Vega	District Manager
Residents	

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

FIRST ORDER OF BUSINESS **Call to Order / Roll Call**

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

SECOND ORDER OF BUSINESS **Pledge of Allegiance**

- The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS **Public Comments on Agenda Items (3) Minute Time Limit**

- Comments were received.

FOURTH ORDER OF BUSINESS **Consent Agenda**

- A. Minutes of September 19, 2022 Meeting
- B. Acceptance of the Financial Report
- C. Ratification of Resolution 2023-1 – FY 2023 Budget Amendment

On MOTION by Mr. Gerald seconded by Mr. Gilbertson, with all in favor, the Consent Agenda was approved. 5/0

FIFTH ORDER OF BUSINESS **Staff Reports**

- A. District Counsel

- Mr. Vega stated five resident easement variances are at Counsel's office and should be completed this month.

B. District Engineer

- Mr. Vega stated that the County has the crosswalk in its queue but no start date as of yet, also storm drain assessment will occur in January.
- Withlacoochee has yet to come out for a site visit in regard to surveying the property.
 - Mr. Gerald asked about the County doing road resurfacing for areas instead filling potholes. Rick has reached out to the County but not yet discussed with anyone to determine the process or if it is possible.

C. District Manager

i. Consideration of Tri-Party Succession Agreement

On MOTION by Mr. Gerald seconded by Mr. Silva, with all in favor, the Tri-Party Succession agreement was approved. 5/0

ii. FY 2023 Meeting Schedule

- Mr. Vega stated this is a reminder of the dates.

iii. Discussion of Moving the Meeting to the Lions Club, 5827 Dean Dairy Road

- Consensus of Board.

iv. Discussion of Zoom Being Used at the Meeting

- This item tabled to December meeting.

D. Proposals

- None.

E. Aquatics Report – September 2022

- The Board reviewed.

SIXTH ORDER OF BUSINESS

Old Business

A. Solar Aerators

- The Board discussed.

SEVENTH ORDER OF BUSINESS

Supervisor Requests and Comments

- Ms. Vaile noted the tree is still down by Pond 1.
- Mr. Gerald request ant mounds be sprayed.

- Mr. Silva thanked the Board his time on the CDD Board.

EIGHTH ORDER OF BUSINESS

Adjournment

With there being no other business,

On MOTION by Mr. Watson seconded by Ms. Vaile, with all in favor, the meeting was adjourned at 7:03 p.m. 5/0
--

Mark Vega, Secretary

4B

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, December 19, 2022 at 6:00 p.m. in the Lions Club, 5827 Dean Dairy Road, Zephyrhills, Florida.

Present and constituting a quorum were:

David Gerald	Chairman
Lisa Vaile	Vice Chairperson
Ryan Gilbertson	Assistant Secretary
Michael Rudman	Assistant Secretary
Sam Watson	Assistant Secretary

Also, present:

Mark Vega	District Manager
Residents	

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

FIRST ORDER OF BUSINESS **Call to Order / Roll Call**

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

SECOND ORDER OF BUSINESS **Pledge of Allegiance**

- The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS **Public Comments on Agenda Items (3)** **Minute Time Limit**

- A resident reported a screw is loose on long slide.
- A resident reported the dog park lock is broken, Mr. Vega stated the part is on order.

FOURTH ORDER OF BUSINESS **Organizational Matters**

A. Oath of Office of Newly Elected Supervisors – Lisa Vaile – Seat 1, Ryan Gilbertson – Seat 2, and Michael Rudman – Seat 3

B. Designation of Officers – Resolution 2023-2

On MOTION by Mr. Watson seconded by Mr. Rudman, with all in favor, Resolution 2023-2 with Mr. Gerald – Chairman, Ms. Vaile – Vice Chairperson, Mr. Vega – Secretary, Mr. Bloom – Treasurer, Mr. Watson, Mr. Gilbertson and Mr. Rudman – Assistant Secretaries was adopted.

FIFTH ORDER OF BUSINESS

Consent Agenda

A. Acceptance of the Financial Report

On MOTION by Mr. Gerald seconded by Ms. Vaile, with all in favor, the Consent Agenda was approved. 5/0

SIXTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

- None.

B. District Engineer

- Follow-up done with Withlacoochee light for crosswalk.
- Pasco County pothole repair. Board consensus for County to repair potholes with 10' by 10' patch and that the CDD stay out of road repair work.
- Pond 24 final portion of project to be installed in the morning.

C. District Manager

i. Presentation of Excess Fees Refund

- Mr. Vega updated the Board.

ii. Discussion of Dog Park Sod Replacement Proposal

- Ask insurance if traffic blocks can be used in the dog park.
- Dog Park Shade needs to be repaired and a quote will be obtained.

iii. Discussion of Use of Marquee Signs

On MOTION by Mr. Watson seconded by Mr. Gilbertson, with all in favor, HOA usage of the marquee signs were approved. 5/0

iv. Discussion of Easement Approval Process

On MOTION by Mr. Gerald seconded by Mr. Watson, with all in favor, to move to a template with DM approving process was approved. 5/0

D. Aquatics Report – November 2022

- Chemical quote.

SEVENTH ORDER OF BUSINESS

Old Business

- None.

SEVENTH ORDER OF BUSINESS

Supervisor Requests and Comments

- Mr. Gilbertson questioned marquee new CDD signs – is it editable. Mr. Vega stated it is.
- Mr. Watson questioned of conversations between the Chairman and maintenance staff. Mr. Vega stated Mr. Gerald has signed the insurance volunteer form as such he donates his time when needed.
- Mr. Gerald inquired about status of the removal of the arbor next to the sidewalk by the pavilions. Mr. Vega stated he is getting a proposal from LMP to remove it before it damages any more property.
- Mr. Rudman questioned midge fly treatment contract and aerators.
- Ms. Vaile questions on bench on pavilion that is broken.
 - Mr. Vega will have Bruce remove the broken piece.
 - Request to provide a quote for security cameras at both entrances.
 - Also requested that the Board remain more patient with other Board Supervisors in the meeting and on social media.

EIGHTH ORDER OF BUSINESS

Adjournment

With there being no other business,

On MOTION by Mr. Watson seconded by Mr. Gerald, with all in favor, the meeting was adjourned at 7:35 p.m. 5/0

Mark Vega, Secretary

4C

**Oak Creek
Community Development District**

Financial Report

December 31, 2022

Prepared by:



Table of Contents

FINANCIAL STATEMENTS

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

SUPPORTING SCHEDULES

Non-Ad Valorem Special Assessments	Page 6
Cash and Investment Report	Page 7
Bank Reconciliation	Page 8
Check Register	Page 9 - 11

**Oak Creek
Community Development District**

Financial Statements

(Unaudited)

December 31, 2022

Balance Sheet
December 31, 2022

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>			
Cash - Checking Account	\$ 1,035,852	\$ -	\$ 1,035,852
Interest/Dividend Receivables	388	-	388
Due From Other Funds	-	390,910	390,910
Investments:			
Certificates of Deposit - 12 Months	100,000	-	100,000
Money Market Account	73,674	-	73,674
Acquisition & Construction Account	-	7,911	7,911
Prepayment Fund (A-2)	-	13,955	13,955
Reserve Fund (A-1)	-	153,927	153,927
Reserve Fund (A-2)	-	51,978	51,978
Revenue Fund A	-	1	1
Deposits	3,355	-	3,355
TOTAL ASSETS	\$ 1,213,269	\$ 618,682	\$ 1,831,951
<u>LIABILITIES</u>			
Accounts Payable	\$ 11,058	\$ -	\$ 11,058
Accrued Expenses	3,826	-	3,826
Due To Other Funds	390,910	-	390,910
TOTAL LIABILITIES	405,794	-	405,794
<u>FUND BALANCES</u>			
Nonspendable:			
Deposits	3,355	-	3,355
Restricted for:			
Debt Service	-	618,682	618,682
Assigned to:			
Operating Reserves	84,975	-	84,975
Reserves - Other	120,125	-	120,125
Unassigned:	599,020	-	599,020
TOTAL FUND BALANCES	\$ 807,475	\$ 618,682	\$ 1,426,157
TOTAL LIABILITIES & FUND BALANCES	\$ 1,213,269	\$ 618,682	\$ 1,831,951

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	AMENDED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF AMENDED BUD	DEC-22 ACTUAL
<u>REVENUES</u>					
Interest - Investments	\$ 300	\$ 300	\$ 481	160.33%	\$ 185
Interest - Tax Collector	100	100	7	7.00%	-
Special Assmnts- Tax Collector	598,231	598,231	566,326	94.67%	466,765
Special Assmnts- Discounts	(23,929)	(23,929)	(22,695)	94.84%	(18,657)
Other Miscellaneous Revenues	-	-	35,600	0.00%	-
Access Cards	249	249	60	24.10%	-
TOTAL REVENUES	574,951	574,951	579,779	100.84%	448,293
<u>EXPENDITURES</u>					
<u>Administration</u>					
P/R-Board of Supervisors	10,000	10,000	2,800	28.00%	800
FICA Taxes	765	765	214	27.97%	61
ProfServ-Arbitrage Rebate	600	600	-	0.00%	-
ProfServ-Dissemination Agent	1,000	1,000	-	0.00%	-
ProfServ-Engineering	30,000	30,000	2,015	6.72%	1,200
ProfServ-Legal Services	13,000	13,000	1,294	9.95%	-
ProfServ-Mgmt Consulting	47,533	47,533	11,883	25.00%	3,961
ProfServ-Property Appraiser	150	150	-	0.00%	-
ProfServ-Trustee Fees	3,233	3,233	-	0.00%	-
ProfServ-Web Site Maintenance	3,224	3,224	1,845	57.23%	98
Auditing Services	3,000	3,000	-	0.00%	-
Postage and Freight	200	200	84	42.00%	10
Rentals & Leases	500	500	-	0.00%	-
Public Officials Insurance	2,729	2,729	2,729	100.00%	-
Printing and Binding	500	500	2	0.40%	-
Legal Advertising	1,000	1,000	-	0.00%	-
Misc-Assessment Collection Cost	11,965	11,965	10,873	90.87%	8,962
Misc-Contingency	50	50	25	50.00%	8
Office Supplies	125	125	-	0.00%	-
Annual District Filing Fee	175	175	175	100.00%	-
Total Administration	129,749	129,749	33,939	26.16%	15,100
<u>Public Safety</u>					
Contracts-Security Services	3,696	3,696	924	25.00%	308
Total Public Safety	3,696	3,696	924	25.00%	308
<u>Electric Utility Services</u>					
Electricity - Streetlights	23,000	23,000	6,334	27.54%	4,216
Utility Services	10,000	10,000	2,670	26.70%	1,599
Total Electric Utility Services	33,000	33,000	9,004	27.28%	5,815

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	AMENDED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF AMENDED BUD	DEC-22 ACTUAL
<u>Garbage/Solid Waste Services</u>					
Utility - Refuse Removal	761	761	190	24.97%	63
Solid Waste Disposal Assessm.	825	825	908	110.06%	-
Total Garbage/Solid Waste Services	1,586	1,586	1,098	69.23%	63
<u>Water-Sewer Comb Services</u>					
Utility Services	10,000	10,000	1,855	18.55%	1,760
Total Water-Sewer Comb Services	10,000	10,000	1,855	18.55%	1,760
<u>Flood Control/Stormwater Mgmt</u>					
Contracts-Aquatic Control	24,660	24,660	6,170	25.02%	2,178
Contracts-Aquatic Midge Mgmt	-	5,187	-	0.00%	-
Stormwater Assessment	894	894	885	98.99%	-
R&M-Storm Water - Pond	8,000	8,000	7,685	96.06%	-
Total Flood Control/Stormwater Mgmt	33,554	38,741	14,740	38.05%	2,178
<u>Other Physical Environment</u>					
Contracts-Landscape	84,000	88,200	22,194	25.16%	7,424
Liability/Property Insurance	9,176	9,176	8,807	95.98%	-
R&M-Entry Feature	20,000	20,000	-	0.00%	-
R&M-Irrigation	7,000	7,000	-	0.00%	-
R&M-Mulch	13,320	13,320	-	0.00%	-
R&M-Plant&Tree Replacement	20,000	8,693	1,060	12.19%	-
Total Other Physical Environment	153,496	146,389	32,061	21.90%	7,424
<u>Capital Expenditures & Projects</u>					
Misc-Holiday Lighting	6,800	6,800	6,800	100.00%	6,800
Misc-Contingency	12,254	12,254	714	5.83%	178
Total Capital Expenditures & Projects	19,054	19,054	7,514	39.44%	6,978
<u>Road and Street Facilities</u>					
R&M-Bike Paths & Asphalt	1,200	1,200	-	0.00%	-
R&M-Parking Lots	1,200	1,200	-	0.00%	-
R&M-Sidewalks	15,000	15,000	-	0.00%	-
R&M-Pressure Washing	12,000	12,000	5,924	49.37%	3,939
Total Road and Street Facilities	29,400	29,400	5,924	20.15%	3,939

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	AMENDED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF AMENDED BUD	DEC-22 ACTUAL
<u>Clubhouse, Parks and Recreation</u>					
ProfServ-Field Management	7,680	7,680	1,920	25.00%	640
Contracts-Mgmt Services	10,296	10,296	2,574	25.00%	858
Contracts-Pools	9,540	11,460	2,985	26.05%	995
Contractual Maint. Services	45,000	45,000	7,853	17.45%	3,459
Telephone/Fax/Internet Services	1,800	1,800	541	30.06%	192
R&M-Facility	2,500	2,500	-	0.00%	-
R&M-Pools	7,000	7,000	114	1.63%	-
R&M Basketball Courts	7,000	7,000	-	0.00%	-
R&M-Playground	1,000	1,000	-	0.00%	-
Op Supplies - General	4,500	4,500	810	18.00%	750
Total Clubhouse, Parks and Recreation	96,316	98,236	16,797	17.10%	6,894
<u>Reserves</u>					
Reserve - Other	65,100	65,100	-	0.00%	-
Total Reserves	65,100	65,100	-	0.00%	-
TOTAL EXPENDITURES & RESERVES	574,951	574,951	123,856	21.54%	50,459
Excess (deficiency) of revenues					
Over (under) expenditures	-	-	455,923	0.00%	397,834
Net change in fund balance	\$ -	\$ -	\$ 455,923	0.00%	\$ 397,834
FUND BALANCE, BEGINNING (OCT 1, 2022)	351,552	351,552	351,552		
FUND BALANCE, ENDING	\$ 351,552	\$ 351,552	\$ 807,475		

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

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-22 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ 25	\$ 4	16.00%	\$ 1
Special Assmnts- Tax Collector	437,163	413,848	94.67%	341,093
Special Assmnts- Discounts	(17,487)	(16,585)	94.84%	(13,634)
TOTAL REVENUES	419,701	397,267	94.65%	327,460
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	8,743	7,945	90.87%	6,549
Total Administration	8,743	7,945	90.87%	6,549
<u>Debt Service</u>				
Principal Debt Retirement A-1	180,000	-	0.00%	-
Principal Debt Retirement A-2	50,000	-	0.00%	-
Interest Expense Series A-1	130,128	65,064	50.00%	-
Interest Expense Series A-2	48,825	24,150	49.46%	-
Total Debt Service	408,953	89,214	21.82%	-
TOTAL EXPENDITURES	417,696	97,159	23.26%	6,549
Excess (deficiency) of revenues Over (under) expenditures	2,005	300,108	14967.98%	320,911
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	2,005	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	2,005	-	0.00%	-
Net change in fund balance	\$ 2,005	\$ 300,108	14967.98%	\$ 320,911
FUND BALANCE, BEGINNING (OCT 1, 2022)	318,574	318,574		
FUND BALANCE, ENDING	\$ 320,579	\$ 618,682		

**Oak Creek
Community Development District**

Supporting Schedules

December 31, 2022

**Non-Ad Valorem Special Assessments - Pasco County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2023**

						ALLOCATION BY FUND	
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received		General Fund	Debt Service Fund
Assessments Levied FY 2023				\$ 1,035,393		\$ 598,231	\$ 437,163
Allocation %				100%		58%	42%
11/15/22	\$ 43,087	\$ 1,832	\$ 879	\$ 45,798		\$ 26,461	\$ 19,337
11/21/22	37,365	1,589	763	39,716		22,947	16,769
11/25/22	74,480	3,167	1,520	79,167		45,741	33,426
11/07/22	7,090	401	145	7,635		4,411	3,224
12/02/22	676,970	28,770	13,816	719,555		415,745	303,810
12/09/22	76,658	3,259	1,564	81,482		47,079	34,403
12/20/22	6,427	263	131	6,821		3,941	2,880
TOTAL	\$ 922,077	\$ 39,280	\$ 18,818	\$ 980,174		\$ 566,326	\$ 413,848
% COLLECTED					95%	95%	95%
TOTAL O/S				\$ 55,220		\$ 31,904	\$ 23,314

Cash and Investment Report
December 31, 2022

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
<u>GENERAL FUND</u>					
Checking Account - Operating	BankUnited	Checking	n/a	0.00%	\$1,035,852 (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	2.10%	73,674
Subtotal-General Fund					\$1,209,526
<u>DEBT SERVICE FUND</u>					
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%	13,955
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%	1
Subtotal-Debt Service Fund					\$227,772
Total - All Funds					\$1,437,298

(1) \$390,910 to be transferred to US Bank in February.

Oak Creek CDD

Bank Reconciliation

Bank Account No. 0130 Bank United GF
Statement No. 12/22
Statement Date 12/31/2022

G/L Balance (LCY)	1,035,851.97	Statement Balance	1,040,381.52
G/L Balance	1,035,851.97	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	1,040,381.52
Subtotal	1,035,851.97	Outstanding Checks	4,529.55
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	1,035,851.97	Ending Balance	1,035,851.97
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
9/1/2022	Payment	645	SAMUEL E. WATSON, JR	184.70	0.00	184.70
10/3/2022	Payment	668	SAMUEL E. WATSON, JR	184.70	0.00	184.70
11/4/2022	Payment	691	SAMUEL E. WATSON, JR	184.70	0.00	184.70
12/16/2022	Payment	717	COMPLETE I.T. SERVICE & SOLUTIONS	97.65	0.00	97.65
12/29/2022	Payment	720	HEAT WAVE PRESSURE WASHING LLC	3,139.00	0.00	3,139.00
12/29/2022	Payment	721	LISA M. VAILE	184.70	0.00	184.70
12/29/2022	Payment	722	SAMUEL E. WATSON, JR	184.70	0.00	184.70
12/29/2022	Payment	723	DAVID J. GERALD	184.70	0.00	184.70
12/29/2022	Payment	724	RYAN M. GILBERTSEN	184.70	0.00	184.70
Total Outstanding Checks.....				4,529.55		4,529.55

OAK CREEK

Community Development District

**Payment Register by Fund
For the Period from 11/01/22 to 12/31/22
(Sorted by Check / ACH No.)**

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001							
CHECK # 685							
001	11/02/22	AQUA TRIANGLE 1 CORP	110344	120 FT POOL/BACK WASH HOSE	R&M-Pools	546074-57231	\$114.00
CHECK # 686							
001	11/02/22	BLUE WATER AQUATICS, INC	29332	INITIAL MIDGE FLY CONTROL TREATMENT	R&M-Storm Water - Pond	546086-53801	\$711.53
CHECK # 687							
001	11/02/22	FLORIDA DEPARTMENT OF REVENUE	051022-0083	01/01/22 - 03/31/22 REEMPLOYMENT TAX	FICA Taxes	521001-51101	\$26.83
CHECK # 688							
001	11/02/22	LANDSCAPE MAINTENANCE PROFESSIONALS	171007	NOV 22 - GROUND MAINTENANCE	Contracts-Landscape	534050-53908	\$7,385.00
CHECK # 689							
001	11/02/22	LLS TAX SOLUTIONS INC	002811	ARBITRAGE P/E 9/24/2022	SERIES 2015 A-1	531002-51301	\$600.00
CHECK # 695							
001	11/14/22	AQUA TRIANGLE 1 CORP	1548	OCT '22 POOL SERVICE & FUEL CHARGE	Contracts-Pools	534078-57231	\$995.00
CHECK # 696							
001	11/14/22	GOLDEN EYE TECHNOLOGY, LLC	19222NOV	EXTERIOR SECURITY MONITORING NOV'22	Contracts-Security Services	534037-52001	\$308.00
CHECK # 697							
001	11/14/22	MIKE FASANO	06-26-21-0020-00A00	2022 STORM WTR NON-AD VALOREM ASS/TAX	Stormwater Assessment	538001-53801	\$884.64
CHECK # 698							
001	11/14/22	STRALEY & ROBIN	22303	GENERAL MATTERS THRU 10/15/22	ProfServ-Legal Services	531023-51401	\$561.00
CHECK # 699							
001	11/14/22	VICTOR ROBERT TROUY BLACKBURN	102622	REMOVE AND REPLACE SIGN	Misc-Contingency	549900-53918	\$535.72
CHECK # 700							
001	11/18/22	COMPLETE I.T. SERVICE & SOLUTIONS	9754	NOV 2022 GOOGLE FOR BUSINESS EMAIL	ProfServ-Web Site Maintenance	531094-51301	\$97.65
CHECK # 701							
001	11/22/22	INFRAMARK, LLC	84662	OCT 2022 MANAGEMENT SERVICES	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,961.08
001	11/22/22	INFRAMARK, LLC	84662	OCT 2022 MANAGEMENT SERVICES	Postage and Freight	541006-51301	\$12.54
001	11/22/22	INFRAMARK, LLC	84662	OCT 2022 MANAGEMENT SERVICES	Printing and Binding	547001-51301	\$1.35
001	11/22/22	INFRAMARK, LLC	84662	OCT 2022 MANAGEMENT SERVICES	Contracts-Mgmt Services	534001-57231	\$858.00
001	11/22/22	INFRAMARK, LLC	84662	OCT 2022 MANAGEMENT SERVICES	ProfServ-Field Management	531016-57231	\$640.00
001	11/22/22	INFRAMARK, LLC	84662	OCT 2022 MANAGEMENT SERVICES	RECORD STORAGE FEE	549900-51301	\$8.33
Check Total							\$5,481.30
CHECK # 702							
001	11/22/22	JMT	48-201084	9/25/22 - 10/22/22 BILL PRD	ProfServ-Engineering	531013-51501	\$815.00
CHECK # 703							
001	11/22/22	TWO MEN & A CHAINSAW	08905	REMOVAL OF FALLEN TREE	R&M-Plant&Tree Replacement	546170-53908	\$1,060.00
CHECK # 704							
001	11/29/22	BOARD OF COUNTY COMMISSIONERS	22198016	2022 SOLID WASTE DISPOSAL ASSESSMNT	Solid Waste Disposal Assessm.	549094-53401	\$908.44
CHECK # 706							
001	12/01/22	HEAT WAVE PRESSURE WASHING LLC	3004	VARIOUS JOB, PRESSURE WASHING	R&M-Pressure Washing	546171-54101	\$1,985.00
CHECK # 707							
001	12/08/22	BLUE WATER AQUATICS, INC	29486	11/22 POND/WATERWAY TREATMENT	Contracts-Aquatic Control	534067-53801	\$1,805.00
CHECK # 708							
001	12/08/22	GOLDEN EYE TECHNOLOGY, LLC	19222DEC	DECEMBER '22 EXTERIOR MONITORING	Contracts-Security Services	534037-52001	\$308.00

OAK CREEK

Community Development District

Payment Register by Fund
For the Period from 11/01/22 to 12/31/22
(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 709							
001	12/08/22	INFRAMARK, LLC	86042	NOV 2022 MANAGEMENT SERVICES	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,961.08
001	12/08/22	INFRAMARK, LLC	86042	NOV 2022 MANAGEMENT SERVICES	Postage and Freight	541006-51301	\$7.41
001	12/08/22	INFRAMARK, LLC	86042	NOV 2022 MANAGEMENT SERVICES	Printing and Binding	547001-51301	\$0.35
001	12/08/22	INFRAMARK, LLC	86042	NOV 2022 MANAGEMENT SERVICES	Contracts-Mgmt Services	534001-57231	\$858.00
001	12/08/22	INFRAMARK, LLC	86042	NOV 2022 MANAGEMENT SERVICES	ProfServ-Field Management	531016-57231	\$640.00
001	12/08/22	INFRAMARK, LLC	86042	NOV 2022 MANAGEMENT SERVICES	Misc-Contingency	549900-51301	\$8.33
Check Total							\$5,475.17
CHECK # 710							
001	12/08/22	LANDSCAPE MAINTENANCE PROFESSIONALS	171859	DEC 2022-GROUND MAINTENANCE	Contracts-Landscape	534050-53908	\$7,423.50
CHECK # 711							
001	12/08/22	SITE MASTERS OF FLORIDA, LLC	112822-2	REMEDiated VOID - POND 1 OUTFALL WEIR	R&M-Storm Water - Pond	546086-53801	\$4,400.00
CHECK # 712							
001	12/13/22	AQUA TRIANGLE 1 CORP	2760	NOV '22 POOL SERVICE	Contracts-Pools	534078-57231	\$995.00
CHECK # 713							
001	12/13/22	BLUE WATER AQUATICS, INC	29490	MIDGE FLY CONTROL MGMNT OF LAND AREAS	R&M-Storm Water - Pond	546086-53801	\$373.00
CHECK # 714							
001	12/13/22	FEDEX	7-961-78634	11/22/22 SHIPPING FEE	Postage and Freight	541006-51301	\$54.66
CHECK # 715							
001	12/13/22	SITE MASTERS OF FLORIDA, LLC	112822-3	BUILT SEEPAGE CUT OFF WALL @ POND 24	R&M-Storm Water - Pond	546086-53801	\$2,200.00
CHECK # 716							
001	12/13/22	STRALEY & ROBIN	22443	GENERAL MATTERS THRU 11/15/22	ProfServ-Legal Services	531023-51401	\$647.02
CHECK # 717							
001	12/16/22	COMPLETE I.T. SERVICE & SOLUTIONS	9935	DEC 2022 GOOGLE FOR BUSINESS EMAILS	ProfServ-Web Site Maintenance	531094-51301	\$97.65
CHECK # 718							
001	12/20/22	BLUE WATER AQUATICS, INC	29371	POND/WATERWAY TREATMENT	Contracts-Aquatic Control	534067-53801	\$1,805.00
CHECK # 719							
001	12/20/22	HEAT WAVE PRESSURE WASHING LLC	3040	PRESSURE WASH GRAFFITI ON BRIDGE	R&M-Pressure Washing	546171-54101	\$800.00
CHECK # 720							
001	12/29/22	HEAT WAVE PRESSURE WASHING LLC	3032 DEPOSIT	50% DEPOST - PRESSURE WASHING	R&M-Pressure Washing	546171-54101	\$3,139.00
CHECK # DD3680							
001	11/08/22	WASTE CONNECTIONS OF FLORIDA - ACH	1272584W426 ACH	LOCK/SERVICE CHARGE 11/1-11/30/22	Utility - Refuse Removal	543020-53401	\$63.42
CHECK # DD3681							
001	11/08/22	S2 HR SOLUTIONS 1C, LLC	202224-INIT ACH	PAY PERIOD ENDING 11/05/22	415-202224	534378-57231	\$1,022.11
CHECK # DD3682							
001	11/07/22	PASCO COUNTY UTILITIES SERVICES BRANCH - ACH	102022 ACH	9/6/22-10/5/22 WATER SRVCS	Utility Services	543063-53601	\$657.71
CHECK # DD3683							
001	11/28/22	FRONTIER FLORIDA LLC - ACH	110122-3175 ACH	LOCAL SERVICE FROM 11/01/22- 11/30/22	Telephone/Fax/Internet Services	541009-57231	\$155.98
CHECK # DD3684							
001	11/25/22	WITHLACOOCHEE RIVER ELECTRIC - ACH	111122 ACH	10/11/22 - 11/08/22 UTILITY SERVICES	Utility Services	543063-53100	\$1,071.54
001	11/25/22	WITHLACOOCHEE RIVER ELECTRIC - ACH	111122 ACH	10/11/22 - 11/08/22 UTILITY SERVICES	Electricity - Streetlighting	543013-53100	\$2,117.38
Check Total							\$3,188.92

OAK CREEK

Community Development District

**Payment Register by Fund
For the Period from 11/01/22 to 12/31/22
(Sorted by Check / ACH No.)**

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # DD3685							
001	11/22/22	Cardmember Service - ACH	102522 ACH	TOTAL WIRELESS/ CIRCLE K/ WALMART	Op Supplies - General	552001-57231	\$59.84
001	11/22/22	Cardmember Service - ACH	102522 ACH	TOTAL WIRELESS/ CIRCLE K/ WALMART	Telephone/Fax/Internet Services	541009-57231	\$36.39
001	11/22/22	Cardmember Service - ACH	CR102522B ACH	VENDOR TOOK LESS THAN WHAT WAS ON THE INVOICE	Op Supplies - General	552001-57231	(\$38.91)
Check Total							\$57.32
CHECK # DD3686							
001	11/25/22	S2 HR SOLUTIONS 1C, LLC	097916 ACH	PAY PERIOD ENDING 11/19/22	415-202224	534378-57231	\$1,117.30
CHECK # DD3687							
001	12/30/22	WITHLACOOCHEE RIVER ELECTRIC - ACH	121422 ACH	11/08/22 - 12/09/22 UTILITY SERVICES	Utility Services	543063-53100	\$773.78
001	12/30/22	WITHLACOOCHEE RIVER ELECTRIC - ACH	121422 ACH	11/08/22 - 12/09/22 UTILITY SERVICES	Electricity - Streetlighting	543013-53100	\$2,105.33
Check Total							\$2,879.11
CHECK # DD3688							
001	12/22/22	WASTE CONNECTIONS OF FLORIDA - ACH	1291457W426 ACH	DECEMBER 2022 REFUSE REMOVAL	Utility - Refuse Removal	543020-53401	\$63.42
CHECK # DD3689							
001	12/07/22	PASCO COUNTY UTILITIES SERVICES BRANCH - ACH	111722 ACH	10/5/22 - 11/4/22 WATER SRVCS	Utility Services	543063-53601	\$869.07
CHECK # DD3690							
001	12/28/22	FRONTIER FLORIDA LLC - ACH	120122-3175 ACH	LOCAL SERVICE FROM 12/01/22 - 12/31/22	Telephone/Fax/Internet Services	541009-57231	\$155.98
CHECK # DD3691							
001	12/09/22	Cardmember Service - ACH	112322-3321B ACH	MISC PURCHASES/TOTAL WIRELESS SVCS	Op Supplies - General	552001-57231	\$788.61
001	12/09/22	Cardmember Service - ACH	112322-3321B ACH	MISC PURCHASES/TOTAL WIRELESS SVCS	Telephone/Fax/Internet Services	541009-57231	\$36.39
001	12/09/22	Cardmember Service - ACH	112322-3321B ACH	MISC PURCHASES/TOTAL WIRELESS SVCS	Home Depot Purchases - Supplies	549900-53918	\$178.16
Check Total							\$1,003.16
CHECK # DD3692							
001	12/09/22	S2 HR SOLUTIONS 1C, LLC	202226-INIT ACH	PAY PERIOD ENDING 12/03/22	415-202226	534378-57231	\$1,132.32
CHECK # DD3693							
001	12/23/22	S2 HR SOLUTIONS 1C, LLC	202227-INIT ACH	PAY PERIOD ENDING 12/17/22	415-202227	534378-57231	\$1,118.70
CHECK # 690							
001	11/04/22	LISA M. VAILE	PAYROLL	November 04, 2022 Payroll Posting			\$184.70
CHECK # 691							
001	11/04/22	SAMUEL E. WATSON, JR	PAYROLL	November 04, 2022 Payroll Posting			\$184.70
CHECK # 692							
001	11/04/22	ADAM T. SILVA	PAYROLL	November 04, 2022 Payroll Posting			\$184.70
CHECK # 694							
001	11/04/22	RYAN M. GILBERTSEN	PAYROLL	November 04, 2022 Payroll Posting			\$184.70
CHECK # 705							
001	11/30/22	DAVID J. GERALD	PAYROLL	November 30, 2022 Payroll Posting			\$184.70
CHECK # 721							
001	12/29/22	LISA M. VAILE	PAYROLL	December 29, 2022 Payroll Posting			\$184.70
CHECK # 722							
001	12/29/22	SAMUEL E. WATSON, JR	PAYROLL	December 29, 2022 Payroll Posting			\$184.70
CHECK # 723							
001	12/29/22	DAVID J. GERALD	PAYROLL	December 29, 2022 Payroll Posting			\$184.70
CHECK # 724							
001	12/29/22	RYAN M. GILBERTSEN	PAYROLL	December 29, 2022 Payroll Posting			\$184.70
Fund Total							\$67,138.93
Total Checks Paid							\$67,138.93

Fifth Order of Business

5B

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of ____, 20__, by and between:

Oak Creek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Hillsborough County, Florida (the “District”); and

Brletic Dvorak, Inc., a Florida corporation, providing professional engineering services (“Engineer” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, (the “Act”) as amended; and

WHEREAS, pursuant to the Act, the District was established for the purpose of planning, finance, constructing, reconstructing, acquiring, and/or maintaining certain public improvements and services within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District’s Board of Supervisors (the “Board”) ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ the Engineer to perform engineering services including, but not limited to, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as the District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of his services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the Parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

Article 1. Scope of Services

- A. The Engineer will provide general engineering services, including:
 - i. Preparation of any necessary reports and attendance at meetings of the Board.
 - ii. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 - iii. Any other items requested by the Board.
- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
 - i. Periodic visits to the site, or full time construction management of District projects, as directed by the District.
 - ii. Processing of contractor's pay estimates.
 - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel, and the Board.
 - iv. Final inspection and requested certificates for construction including the final certificate of construction.
 - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - vi. Any other activity related to construction as authorized by the Board.
- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

Article 2. Representations. The Engineer hereby represents to the District that:

- A. It has the experience and skill to perform the services required to be performed by this Agreement.
- B. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by the District, provide certification of compliance with all registration and licensing requirements.
- C. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District.
- D. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

Article 3. Method of Authorization. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized (“**Work Authorization**”). Authorization of services or projects under this Agreement shall be at the sole option of the District.

Article 4. Compensation. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A. *Lump Sum Amount* - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.
- B. *Hourly Personnel Rates* - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit A** attached hereto. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization

Article 5. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures made by the Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s travel policy.
- B. Expense of reproduction, postage, and handling of drawings and specifications.

Article 6. Term of Agreement. It is understood and agreed that this Agreement is for professional engineering services. It is further understood and agreed that the term of this

Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein

Article 7. Special Consultants. When authorized in writing by the District, additional special consulting services may be utilized by the Engineer and paid for on a cost basis.

Article 8. Books and Records. The Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by the Engineer for a period of at least four (4) years from and after completion of any services hereunder. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to the Engineer.

Article 9. Ownership of Documents.

- A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by the Engineer pursuant to this Agreement (“Work Product”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for the Engineer in the District’s sole discretion, to retain possession for a longer period of time. Upon early termination of the Engineer’s services hereunder, the Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. The Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project.
- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

Article 10. Accounting Records. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall

be available to the District or its authorized representative for observation or audit at mutually agreeable times.

Article 11. Reuse of Documents. All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by the Engineer will be at the District's sole risk and without liability or legal exposure to the Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

Article 12. Estimate of Cost. Since the Engineer has no control over the cost of labor, materials, or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 13. Insurance. Subject to the provisions of this Article, the Engineer shall maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$2,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, and at the District's option, maintain the insurance for at least three (3) years after the one-year anniversary of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the

Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

Article 14. Contingent Fee. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 15. Compliance with Governmental Regulations. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation of an alleged violation, made by any local, State or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

Article 16. Compliance with Professional Standards. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall maintain the standard of care, skill, diligence, and professional competency for such work and/or services ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances, and at the time and place where the services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE. Any designs, drawings, reports, or specifications prepared or furnished by the Engineer that contain errors, conflicts, or omissions will be promptly corrected by the Engineer at no cost to the District.

Article 17. Audit. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of four (4) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to this Agreement. The Engineer agrees that payment made under this Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or four (4) years after completion of all work under this Agreement.

Article 18. Indemnification. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the District, its officers, supervisors, agents, staff, and representatives from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement. To the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars (\$2,000,000) and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Article 19. Public Records. The Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement term and following this Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in the Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by

the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. The Engineer acknowledges that the designated Public Records Custodian for the District is Mark Vega.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 991.1116 x 104, Mark.Vega@inframark.com 2654 Cypress Ridge Blvd., Suite 101, Wesley Chapel, FL 33544.

Article 20. Notices. All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to the District: Oak Creek Community Development District
2654 Cypress Ridge Blvd., Suite 101
Wesley Chapel, FL 33544
Attn: Mark Vega

With a copy to: Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33606
Attn: Vivek Babbar

B. If to the Engineer: Brletic Dvorak, Inc.
536 4th Ave. S, Unit 4
St. Petersburg, FL 33701
Attn: Robert Dvorak, P.E.

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

Article 21. Employment Verification. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

Article 22. Controlling Law. The Parties agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue shall be in Pasco County, Florida.

Article 23. Assignment. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as the Engineer deems appropriate, pursuant to Article 7 herein.

Article 24. Conflicts of Interest. The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

Article 25. Subcontractors. The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of the Engineer shall be deemed to have made all of the representations and warranties of the Engineer set forth herein and shall be subject to any and all obligations of the Engineer hereunder. Prior to any subcontractor providing any services, the Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. The Engineer shall be responsible for all acts or omissions of any subcontractors.

Article 26. Independent Contractor. The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

Article 27. Termination. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification by the District to terminate this Agreement, the Engineer shall not perform any further services unless directed to do so by the Board. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including, but not limited to, lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

Article 28. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the Parties and formally approved by the Board

Article 29. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

Article 30. Agreement. This Agreement reflects the negotiated agreement of the Parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both Parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

Article 31. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused these present to be executed the day and year first above written.

ATTEST:

**OAK CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

BRLETIC DVORAK, INC.

Witness
Print Name: _____

By: _____
Its: _____

CDD Labor Rates

(January 1, 2023 – July 1, 2023)

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

5C

5Ci.

RESOLUTION 2023-01

**A RESOLUTION AMENDING THE OAK CREEK COMMUNITY
DEVELOPMENT DISTRICT GENERAL FUND BUDGET FOR
FISCAL YEAR 2023**

WHEREAS, the Board of Supervisors, hereinafter referred to as the “Board”, of the Oak Creek Community Development District, hereinafter referred to as “District”, adopted a General Fund Budget for Fiscal Year 2023 and

WHEREAS, the Board desires to reallocate funds budgeted to re-appropriate Revenues and Expenses approved during the Fiscal Year.

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

1. The General Fund Budget is hereby amended in accordance with Exhibit “A” attached.
2. This resolution shall become effective this 17th day of October 2022 and be reflected in the monthly and Fiscal Year End September 30, 2023 Financial Statements and Audit Report of the District

Oak Creek Community Development District

by:

Chairperson

Attest:

by:

Secretary

Proposed Budget Amendment
For the Period Ending December 31, 2022

ACCOUNT DESCRIPTION	CURRENT BUDGET	PROPOSED AMENDMENT	FINAL BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>					
Interest - Investments	\$ 300	\$ -	\$ 300	\$ 481	\$ 181
Interest - Tax Collector	100	-	100	7	(93)
Special Assmnts- Tax Collector	598,231	-	598,231	566,326	(31,905)
Special Assmnts- Discounts	(23,929)	-	(23,929)	(22,695)	1,234
Other Miscellaneous Revenues	-	-	-	35,600	35,600
Access Cards	249	-	249	60	(189)
TOTAL REVENUES	574,951	-	574,951	579,779	4,828
<u>EXPENDITURES</u>					
<u>Administration</u>					
P/R-Board of Supervisors	10,000	-	10,000	2,800	7,200
FICA Taxes	765	-	765	214	551
ProfServ-Arbitrage Rebate	600	-	600	-	600
ProfServ-Dissemination Agent	1,000	-	1,000	-	1,000
ProfServ-Engineering	30,000	-	30,000	2,015	27,985
ProfServ-Legal Services	13,000	-	13,000	1,294	11,706
ProfServ-Mgmt Consulting	47,533	-	47,533	11,883	35,650
ProfServ-Property Appraiser	150	-	150	-	150
ProfServ-Trustee Fees	3,233	-	3,233	-	3,233
ProfServ-Web Site Maintenance	3,224	-	3,224	1,845	1,379
Auditing Services	3,000	-	3,000	-	3,000
Postage and Freight	200	-	200	84	116
Rentals & Leases	500	-	500	-	500
Public Officials Insurance	2,729	-	2,729	2,729	-
Printing and Binding	500	-	500	2	498
Legal Advertising	1,000	-	1,000	-	1,000
Misc-Assessment Collection Cost	11,965	-	11,965	10,873	1,092
Misc-Contingency	50	-	50	25	25
Office Supplies	125	-	125	-	125
Annual District Filing Fee	175	-	175	175	-
Total Administration	129,749	-	129,749	33,939	95,810
<u>Public Safety</u>					
Contracts-Security Services	3,696	-	3,696	924	2,772
Total Public Safety	3,696	-	3,696	924	2,772
<u>Electric Utility Services</u>					
Electricity - Streetlights	23,000	-	23,000	6,334	16,666
Utility Services	10,000	-	10,000	2,670	7,330
Total Electric Utility Services	33,000	-	33,000	9,004	23,996

Proposed Budget Amendment
For the Period Ending December 31, 2022

ACCOUNT DESCRIPTION	CURRENT BUDGET	PROPOSED AMENDMENT	FINAL BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Garbage/Solid Waste Services</u>					
Utility - Refuse Removal	761	-	761	190	571
Solid Waste Disposal Assessm.	825	-	825	908	(83)
Total Garbage/Solid Waste Services	1,586	-	1,586	1,098	488
<u>Water-Sewer Comb Services</u>					
Utility Services	10,000	-	10,000	1,855	8,145
Total Water-Sewer Comb Services	10,000	-	10,000	1,855	8,145
<u>Flood Control/Stormwater Mgmt</u>					
Contracts-Aquatic Control	24,660	-	24,660	6,170	18,490
Stormwater Assessment	894	-	894	885	9
Contracts-Aquatic Midge Mgmt	-	5,188	5,188	-	5,188
R&M-Storm Water - Pond	8,000	-	8,000	7,685	315
Total Flood Control/Stormwater Mgmt	33,554	5,188	38,742	14,740	24,002
<u>Other Physical Environment</u>					
Contracts-Landscape	84,000	4,200	88,200	22,194	66,006
Liability/Property Insurance	9,176	-	9,176	8,807	369
R&M-Entry Feature	20,000	-	20,000	-	20,000
R&M-Irrigation	7,000	-	7,000	-	7,000
R&M-Mulch	13,320	-	13,320	-	13,320
R&M-Plant&Tree Replacement	20,000	(11,308)	8,692	1,060	7,632
Total Other Physical Environment	153,496	(7,108)	146,388	32,061	114,327
<u>Capital Expenditures & Projects</u>					
Misc-Holiday Lighting	6,800	-	6,800	6,800	-
Misc-Contingency	12,254	-	12,254	714	11,540
Total Capital Expenditures & Projects	19,054	-	19,054	7,514	11,540
<u>Road and Street Facilities</u>					
R&M-Bike Paths & Asphalt	1,200	-	1,200	-	1,200
R&M-Parking Lots	1,200	-	1,200	-	1,200
R&M-Sidewalks	15,000	-	15,000	-	15,000
R&M-Pressure Washing	12,000	-	12,000	5,924	6,076
Total Road and Street Facilities	29,400	-	29,400	5,924	23,476
<u>Clubhouse, Parks and Recreation</u>					
ProfServ-Field Management	7,680	-	7,680	1,920	5,760
Contracts-Mgmt Services	10,296	-	10,296	2,574	7,722
Contracts-Pools	9,540	1,920	11,460	2,985	8,475
Contractual Maint. Services	45,000	-	45,000	7,853	37,147
Telephone/Fax/Internet Services	1,800	-	1,800	541	1,259
R&M-Facility	2,500	-	2,500	-	2,500

Proposed Budget Amendment
For the Period Ending December 31, 2022

ACCOUNT DESCRIPTION	CURRENT BUDGET	PROPOSED AMENDMENT	FINAL BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
R&M-Pools	7,000	-	7,000	114	6,886
R&M Basketball Courts	7,000	-	7,000	-	7,000
R&M-Playground	1,000	-	1,000	-	1,000
Op Supplies - General	4,500	-	4,500	810	3,690
Total Clubhouse, Parks and Recreation	96,316	1,920	98,236	16,797	81,439
<u>Reserves</u>					
Reserve - Other	65,100	-	65,100	-	65,100
Total Reserves	65,100	-	65,100	-	65,100
TOTAL EXPENDITURES & RESERVES	574,951	-	574,951	123,856	451,095
Excess (deficiency) of revenues Over (under) expenditures	-	-	-	455,923	455,923
Net change in fund balance	-	-	-	455,923	455,923
FUND BALANCE, BEGINNING (OCT 1, 2022)	351,552	-	351,552	351,552	-
FUND BALANCE, ENDING	\$ 351,552	\$ -	\$ 351,552	\$ 807,475	\$ 455,923

5Cii

OAK CREEK
Community Development District

Annual Operating and Debt Service Budget
Fiscal Year 2024

Version 1 - Proposed Budget

(Printed - 02/08/23 @ 1:51 PM)

Prepared by:



Table of Contents

	<u>Page</u>
<u>OPERATING BUDGET</u>	
General Fund	
Summary of Revenues, Expenditures and Changes in Fund Balances	1-3
Budget Narrative	4-8
Exhibit A - Allocation of Fund Balances	9
<u>DEBT SERVICE BUDGET</u>	
Series 2015	
Summary of Revenues, Expenditures and Changes in Fund Balances	10
Budget Narrative	11
Amortization Schedule	12-13
<u>SUPPORTING BUDGET SCHEDULES</u>	
2024-2023 Non-Ad Valorem Assessment Summary.....	14

Oak Creek
Community Development District

Operating Budget
Fiscal Year 2024

Summary of Revenues, Expenditures and Changes in Fund Balances

Fiscal Year 2024 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	AMENDED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2021	FY 2022	BUDGET FY 2023	THRU DEC-2022	JAN- SEP-2023	PROJECTED FY 2023	BUDGET FY 2024
REVENUES							
Interest - Investments	\$ 300	1129	\$ 300	\$ 481	\$ 1,443	\$ 1,924	\$ 300
Other Grants	500	-	-	-	-	-	-
Interest - Tax Collector	3	1	100	7	-	7	100
Special Assmnts- Tax Collector	507,936	598,231	598,231	566,326	31,905	598,231	598,231
Special Assmnts- Discounts	(19,699)	(23,131)	(23,929)	(22,695)	\$ (1,234)	(23,929)	(23,929)
Other Miscellaneous Revenues	316	1,274	-	35,600	-	35,600	-
Access Cards	975	510	249	60	180	240	250
TOTAL REVENUES	490,331	578,014	574,951	579,779	32,294	612,073	574,952
EXPENDITURES							
Administrative							
P/R-Board of Supervisors	9,400	6,400	10,000	2,800	7,200	10,000	10,000
FICA Taxes	719	516	765	214	549	763	765
ProfServ-Arbitrage Rebate	1,200	600	600	-	600	600	600
ProfServ-Dissemination Agent	1,000	1,000	1,000	-	1,000	1,000	1,000
ProfServ-Engineering	43,370	19,040	30,000	2,015	29,190	31,205	30,000
ProfServ-Legal Services	9,444	3,440	13,000	1,294	5,148	6,442	13,000
ProfServ-Mgmt Consulting Serv	44,805	46,149	47,533	11,883	35,650	47,533	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	4,726	3,861	3,224	1,845	1,379	3,224	3,224
Auditing Services	3,600	3,325	3,000	-	3,000	3,000	3,000
Postage and Freight	453	179	200	84	252	336	200
Rentals & Leases	500	-	500	-	500	500	500
Public Officials Insurance	1,695	2,430	2,729	2,729	-	2,729	2,729
Printing and Binding	165	46	500	2	104	106	500
Legal Advertising	1,118	1,814	1,000	-	1,000	1,000	1,000
Misc-Assessmnt Collection Cost	8,263	9,425	11,965	10,873	1,092	11,965	11,965
Misc-Contingency	22	141	50	25	75	100	50
Office Supplies	525	-	125	-	263	263	125
Annual District Filing Fee	175	175	175	175	-	175	175
Total Administrative	134,563	101,924	129,749	33,939	90,384	124,323	129,749
Public Safety							
Contracts-Security Services	3,612	3,696	3,696	924	2,772	3,696	3,696
Total Public Safety	3,612	3,696	3,696	924	2,772	3,696	3,696
Electric Utility Services							
Electricity - Streetlighting	20,581	23,946	23,000	6,334	19,002	25,336	23,000
Utility Services	10,822	13,970	10,000	2,670	8,010	10,680	10,000
Total Electric Utility Services	31,403	37,916	33,000	9,004	27,012	36,016	33,000
Garbage/Solid Waste Services							
Utility - Refuse Removal	698	751	761	190	571	761	761
Solid Waste Disposal Assessm.	785	824	825	908	-	908	825
Total Garbage/Solid Waste Services	1,483	1,575	1,586	1,098	571	1,669	1,586

Summary of Revenues, Expenditures and Changes in Fund Balances

Fiscal Year 2024 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2021	ACTUAL FY 2022	AMENDED BUDGET FY 2023	ACTUAL THRU DEC-2022	PROJECTED JAN- SEP-2023	TOTAL PROJECTED FY 2023	ANNUAL BUDGET FY 2024
Water-Sewer Comb Services							
Utility Services	8,930	12,167	10,000	1,855	8,694	10,549	11,000
Total Water-Sewer Comb Services	8,930	12,167	10,000	1,855	8,694	10,549	11,000
Flood Control/Stormwater Mgmt							
Contracts-Aquatic Control	24,660	21,355	24,660	6,170	18,495	24,665	24,660
Contracts-Aquatic Midge Mgmt	-	-	5,187				
Stormwater Assessment	894	885	894	885	-	885	894
R&M-Storm Water - Pond	2,195	21,608	8,000	7,685	-	7,685	8,000
Total Flood Control/Stormwater Mgmt	27,749	43,848	38,741	14,740	18,495	33,235	33,554
Other Physical Environment							
Contracts-Landscape	84,000	84,630	88,200	22,194	66,582	88,776	92,610
Liability/Property Insurance	8,647	8,174	9,176	8,807	-	8,807	9,176
R&M-Entry Feature	-	-	20,000	-	20,000	20,000	11,390
R&M-Irrigation	1,643	1,048	7,000	-	1,346	1,346	7,000
R&M-Mulch	-	13,320	13,320	-	13,320	13,320	13,320
R&M-Plant&Tree Replacement	200	2,150	8,693	1,060	7,633	8,693	20,000
Total Other Physical Environment	94,490	109,322	146,389	32,061	108,881	140,942	153,496
Capital Expenditures & Projects							
Misc-Holiday Lighting	-	6,800	6,800	6,800	-	6,800	6,800
Misc-Contingency	3,867	7,677	12,254	714	5,058	5,772	12,255
Capital Improvements	53,850	-	-	-	-	-	-
Total Capital Expenditures & Projects	57,717	14,477	19,054	7,514	5,058	12,572	19,055
Road and Street Facilities							
R&M-Bike Paths & Asphalt	-	-	1,200	-	1,200	1,200	1,200
R&M-Parking Lots	-	-	1,200	-	1,200	1,200	1,200
R&M-Sidewalks	-	1,470.00	15,000	-	15,000	15,000	15,000
R&M-Pressure Washing	-	11,845.00	12,000	5,924	-	5,924	12,000
Total Road and Street Facilities	-	13,315	29,400	5,924	17,400	23,324	29,400
Clubhouse Parks and Recreation							
ProfServ-Field Management	7,680	7,680	7,680	1,920	5,760	7,680	7,680
Contracts-Mgmt Services	10,296	10,296	10,296	2,574	7,722	10,296	10,296
Contract-Pools	9,540	10,410	11,460	2,985	8,955	11,940	12,000
Contractual Maint. Services	45,597	31,846	45,000	7,853	23,559	31,412	41,140
Telephone/Fax/Internet Services	1,823	2,031	1,800	541	1,623	2,164	2,200
R&M-Facility	1,950	3,565	2,500	-	2,500	2,500	2,500
R&M-Pools	12,824	7,289	7,000	114	6,886	7,000	7,000
R&M Basketball Courts	236	-	7,000	-	7,000	7,000	7,000
R&M-Playground	263	2,685	1,000	-	1,000	1,000	1,000
Op Supplies - General	6,091	3,802	4,500	810	2,430	3,240	4,500
Total Clubhouse Parks and Recreation	96,300	79,604	98,236	16,797	67,435	84,232	95,316

Summary of Revenues, Expenditures and Changes in Fund Balances

Fiscal Year 2024 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2021	ACTUAL FY 2022	AMENDED BUDGET FY 2023	ACTUAL THRU DEC-2022	PROJECTED JAN- SEP-2023	TOTAL PROJECTED FY 2023	ANNUAL BUDGET FY 2024
<i>Reserves</i>							
Reserve - Other	-		65,100	-	-	-	65,100
<i>Total Reserves</i>	-	-	65,100	-	-	-	65,100
TOTAL EXPENDITURES & RESERVES	456,247	417,844	574,951	123,856	346,701	470,557	574,952
Net change in fund balance	34,084	160,170	-	455,923	(314,407)	141,516	-
FUND BALANCE, BEGINNING	157,295	191,381	351,552	351,552	-	351,552	493,069
FUND BALANCE, ENDING	\$ 191,381	\$ 351,552	\$ 351,552	\$ 807,475	\$ (314,407)	\$ 493,069	\$ 493,069

Budget Narrative
Fiscal Year 2024

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 2024

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 2024

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 2024

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 2024

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

	<u>Amount</u>
Anticipated Beginning Fund Balance - Fiscal Year 2024	\$ 493,069
Net Change in Fund Balance - Fiscal Year 2024	-
Reserves - Fiscal Year 2024 Additions	65,100
Total Estimated Funds - 9/30/2024	558,169

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

Deposits	3,355
----------	-------

Assigned Fund Balance

Operating Reserve - First Quarter Operating Capital	127,463 ⁽¹⁾
Reserves - Other (PY)	120,125 ⁽²⁾
Reserves - Other FY 2023	65,100
Reserves - Other FY 2024	65,100
	250,325

Total Allocation of Available Funds	381,143
--	----------------

Total Unassigned (undesignated) Cash	\$ 177,026
---	-------------------

Notes

- (1) Represents approximately 3 months of operating expenditures for first Quarter.
 (2) Per Motion to assign Fund Balance as of 9/30/2022

Oak Creek
Community Development District

Debt Service Budget
Fiscal Year 2024

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2024 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2021	ACTUAL FY 2022	ADOPTED BUDGET FY 2023	ACTUAL THRU DEC-2022	PROJECTED JAN- SEP-2023	TOTAL PROJECTED FY 2023	ANNUAL BUDGET FY 2024
Interest - Investments	\$ 21	18	\$ 25	\$ 4	\$ 12	\$ 16	\$ 25
Special Assmnts- Tax Collector	437,163	437,162	437,163	413,848	23,315	\$ 437,163	437,163
Special Assmnts- Discounts	(16,954)	(16,903)	(17,487)	(16,585)	(902)	(17,487)	(17,487)
TOTAL REVENUES	420,230	420,277	419,701	397,267	22,425	419,692	419,701
EXPENDITURES							
<i>Administrative</i>							
Misc-Assessmnt Collection Cost	7,112	6,887	8,743	7,945	466	8,411	8,743
Total Administrative	7,112	6,887	8,743	7,945	466	8,411	8,743
<i>Debt Service</i>							
Principal Debt Retirement Series A-1	165,000	170,000	180,000	-	180,000	180,000	185,000
Principal Debt Retirement Series A-2	45,000	50,000	50,000	-	50,000	50,000	55,000
Principal Prepayment Series A-1	5,000	10,000	-	-	-	-	-
Interest Expense Series A-1	140,688	135,738	130,128	65,064	65,064	130,128	123,828
Interest Expense Series A-2	53,944	51,450	48,825	24,150	24,150	48,300	45,675
Total Debt Service	409,632	417,188	408,953	89,214	319,214	408,428	409,503
TOTAL EXPENDITURES	416,744	424,075	417,696	97,159	319,680	416,839	418,246
Excess (deficiency) of revenues							
Over (under) expenditures	3,486	(3,798)	2,005	300,108	(297,255)	2,853	1,455
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance	3,486	-	2,005	-	-	-	1,455
TOTAL OTHER SOURCES (USES)	3,486	-	2,005	-	-	-	1,455
Net change in fund balance	3,486	(3,798)	2,005	300,108	(297,255)	2,853	1,455
FUND BALANCE, BEGINNING	318,887	322,372	322,372	318,574	-	318,574	321,427
FUND BALANCE, ENDING	\$ 322,372	\$ 318,574	\$ 324,377	\$ 618,682	\$ (297,255)	\$ 321,427	\$ 322,882

Budget Narrative
Fiscal Year 2024

REVENUES

Special Assessment – Tax Collector

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

Special Assessment – Discounts

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

EXPENDITURES

Expenditures - Administrative

Misc – Assessment Collection Cost

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

Expenditures – Debt Service

Principal Debt Retirement

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

Interest Expense

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

AMORTIZATION SCHEDULE

SPECIAL ASSESSMENT REFUNDING BONDS - 2015 Series A-1

Period Ending	Total Outstanding Par Balance	Principal	Extraordinary Redemption	Coupon	Interest	Debt Service	Annual Debt Service
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
		2,845,000			889,193	3,734,193	3,979,256

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
11/1/2023	870,000				22,838	22,838	
5/1/2024	870,000	55,000		5.25%	22,838	77,838	100,675
11/1/2024	815,000				21,394	21,394	
5/1/2025	815,000	55,000		5.25%	21,394	76,394	97,788
11/1/2025	760,000				19,950	19,950	
5/1/2026	760,000	60,000		5.25%	19,950	79,950	99,900
11/1/2026	700,000				18,375	18,375	
5/1/2027	700,000	65,000		5.25%	18,375	83,375	101,750
11/1/2027	635,000				16,669	16,669	
5/1/2028	635,000	65,000		5.25%	16,669	81,669	98,338
11/1/2028	570,000				14,963	14,963	
5/1/2029	570,000	70,000		5.25%	14,963	84,963	99,925
11/1/2029	500,000				13,125	13,125	
5/1/2030	500,000	75,000		5.25%	13,125	88,125	101,250
11/1/2030	425,000				11,156	11,156	
5/1/2031	425,000	75,000		5.25%	11,156	86,156	97,313
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
		870,000			324,188	1,194,188	1,194,188

Oak Creek

Community Development District

Supporting Budget Schedules

Fiscal Year 2024

**Comparison of Non-Ad Valorem Assessment Rates
Fiscal Year 2024 vs. Fiscal Year 2023**

Product	General Fund 001			2015A DS Per Unit			Total Assessments per Unit			O&M	Bond	Prepaid
	FY 2024	FY 2023	Percent Change	FY 2024	FY 2023	Percent Change	FY 2024	FY 2023	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
										550	548	0

5Ciia

RESOLUTION 2023-3

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OAK CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED OPERATION AND MAINTENANCE BUDGET FOR FISCAL YEAR 2023/2024; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING, AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Oak Creek Community Development District (“**District**”) prior to June 15, 2023 a proposed operation and maintenance budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Proposed Budget**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to approve the Proposed Budget and set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget, including any modifications made by the Board, attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** The public hearing on said Proposed Budget is hereby declared and set for the following date, hour, and location:

DATE:	May 15, 2023
HOUR:	6:00 p.m.
LOCATION:	Lions Club 5827 Dean Dairy Road Zephyrhills, Florida

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Pasco County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, Florida Statutes, the District’s Secretary is further directed to post the Proposed Budget on the District’s website at least 2 days before the budget hearing date and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed by Florida law.

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

PASSED AND ADOPTED ON FEBRUARY 20, 2023.

Attest:

**Oak Creek Community
Development District**

Print Name: _____
Secretary / Assistant Secretary

Print Name: _____
Chair/Vice Chair of the Board of Supervisors

Exhibit A: Proposed Budget for Fiscal Year 2023/2024

5Ciii.

From: [Vega, Mark](#)
To: seat1@oakcreekcdd.org (seat1@oakcreekcdd.org); seat2@oakcreekcdd.org; seat3@oakcreekcdd.org; seat4@oakcreekcdd.org; seat5@oakcreekcdd.org; [Slaughter, Mona](#)
Cc: [Felix LaPorte](#); [Michael Newsome](#); [Robert Tabone](#)
Subject: Oak Creek CDD - Top Choice application
Date: Tuesday, December 20, 2022 12:56:52 PM
Attachments: [80769.pdf](#)

Board,

I will place this on the next meeting agenda for the Board to approve. I do not want a scene like last night to occur so I will not be pulling the trigger on this

This is a 50 lb bag price and LMP is recommending 7 bags

If they are paying \$155.85 and applying it for \$221.25 a bag I believe this is a good price but as I said I don't want to step out of my approval zone.

Rate of use: Use 2 pounds of product per 1,000 sq. ft. Approximate length of control is 1 year for Imported Fire Ants. See product label for control length of other pests.

https://www.seedworldusa.com/products/topchoice-granular-insecticide-50-lbs?variant=31907181585¤cy=USD&utm_medium=product_sync&utm_source=google&utm_content=sag_organic&utm_campaign=sag_organic&utm_campaign=gs-2018-11-14&utm_source=google&utm_medium=smart_campaign&gclid=Cj0KCQiA14WdBhD8ARIsANao07ilcQvE_kknsWU-CIRWqeGFoRmmylKpyUSajZZEKmPGfm487XQHpQaAnRJEALw_wcB

This is the cheapest place this can be purchased with an extermination license, which we do not have.

This is an above and beyond service over our contract, LMP sprays ant beds that are seen but this will drop down below the mulch to kill what can't be seen.

Seed World USA

6881 Lutz Lake Fern Road

Odessa, FL 33556

Mon - Fri, 8am - 5:30pm

Saturday, Closed

Sunday, Closed

Tel: 813 540 7777

Mona, Please place on the next agenda under DM – Discussion of Approval of Proposal for Top Choice Application to play ground mulch areas

Thank you, Mark

From: Felix LaPorte <Felix.LaPorte@lmppro.com>
Sent: Tuesday, December 20, 2022 12:40 PM
To: Vega, Mark <mark.vega@inframark.com>
Cc: Michael Newsome <Michael.Newsome@lmppro.com>; staff@oakcreekcdd.org; Robert Tabone <Robert.Tabone@lmppro.com>
Subject: 80769.pdf

WARNING: This email originated outside of Inframark. Take caution when clicking on links and opening attachments.

Hi Mark

Attached estimate for Top Choice in the Clubhouse area.

Thanks

Sent from my iPhone

Estimate

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

Date	12/20/2022
Estimate #	80769
LMP REPRESENTATIVE	
RT-PF	
PO #	
Work Order #	

DESCRIPTION	QTY	COST	TOTAL
Top Choice Clubhouse and park area around Clubhouse as shown on attached map			
Top Choice	7	221.25	1,548.75

TOTAL	\$1,548.75
--------------	-------------------

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. LMP cannot warranty against Acts of God, including cold weather events & natural disasters. Also, no warranty will be provided on any material that has been transplanted from another part of the property.

DATE _____

5Civ.

SkyWays and CoolToppers Colors

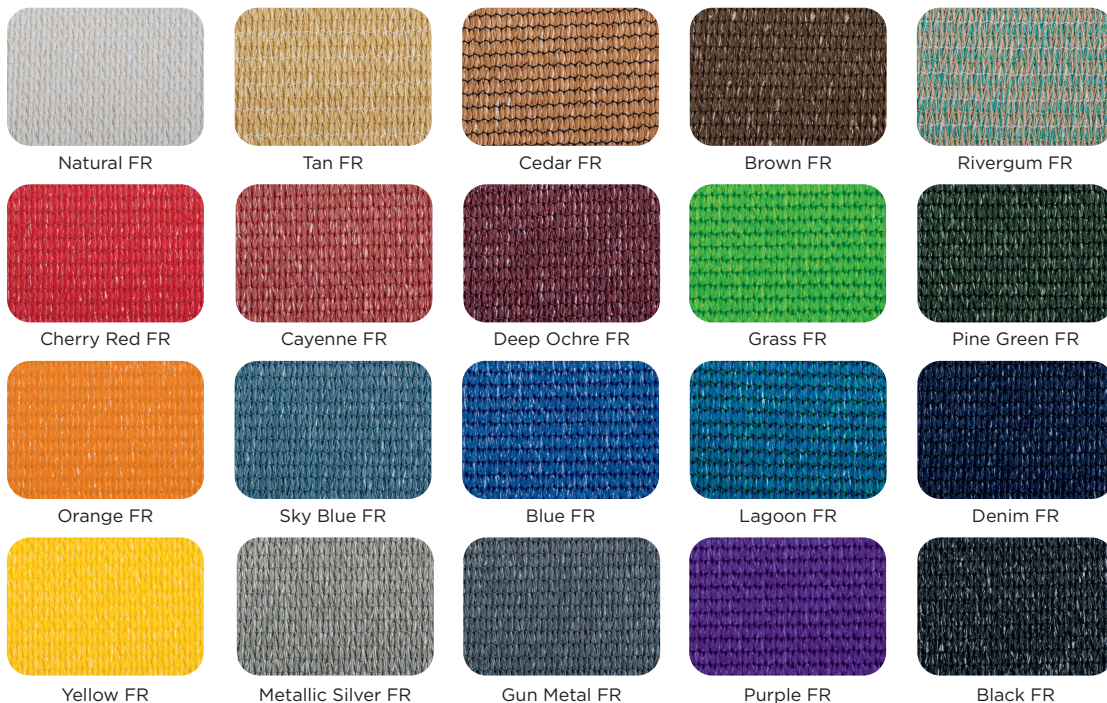
Shade Post Colors

ProShield® finish combines a specially formulated primer with a high-quality, architectural-grade powdercoat top layer. The result is enhanced longevity, greater protection against UV rays, prevention from corrosion, and improved product performance. Custom colors are available for an additional charge.

Learn more about our Color Inspirations at playlsi.com/color-inspirations



Flame Retardant Shade Colors



Flame retardant (FR) shade fabric is a breathable, weather-resistant material made of high-density polyethylene. Designed to block up to 97 percent of the sun's harmful UV rays and keep playground temperatures up to 30-degrees cooler, it's also resistant to mildew, fading and ultra-violet rays, making it a long-lasting, great-looking addition to your playground. Engineered for super durability.

*Please note: Due to screen and printing limitations, colors may not represent the true color



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

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

CGC1508223

Page 1 of 1

Agenda Page #76

Please mail POs, contracts and checks to:

Rep Services, Inc.

165 W. Jessup Ave.

Longwood, FL 32750-4146

Proposed To: Oak Creek Community Development District
210 N University Dr Ste 702
Coral Springs, FL 33071-7320

Ship To: TBD at a later date

Bill To: Oak Creek Community Development District
210 N University Dr Ste 702
Coral Springs, FL 33071-7320

Attn: Mark Vega

Attn:

Attn: Mark Vega

Project No: 15069

Project Name: Oak Creek CDD

Project Contact: Mark Vega

Proposal No: 15069.04

Proposal Name: Oak Creek CDD-Skyways Cantilever Hip

Project Location: 34300 Spring Oak Trail
Wesley Chapel, FL 33545
Project County: Pasco

Proposal Date: 2/3/2023

Proposal Expires: 3/5/2023

For Questions Contact: Carrie Humbert

☎ 407-853-3570

✉ carrie@rep-services.com

Consultant: Scott Brushwood

☎ 727-539-8457

✉ scott@rep-services.com

Opt/Rev: C/0 2/3/23 - CH

Vendor: LSI SkyWays

Proj Drawings:

586838

Class	Part No	Qty	Description	Unit Price	Net Price	Ext Price
Custom	CP032570	1 EA	SkyWays Fabric Replacement Back Fabric replacement panel/2 Arm Clamps + 1 HDPE Fabric	2,500.00	2,500.00	2,500.00
Parts	CP032569	1 EA	SkyWays Fabric Replacement 1 HDPE Fabric Replacement/Cantilever style 10' x 20'	1,000.00	1,000.00	1,000.00

Product Subtotal: \$3,500.00

Freight: Prepaid Ship Method: Common Carrier FOB: Destination Freight Charge: \$548.00

LSI SkyWays Total: \$4,048.00

General Terms of Sale and Proposal Summary

Net 30

Product: \$3,500.00

Freight: \$548.00

Proposal Total: \$4,048.00

Notes

This proposal is for product and freight ONLY, and does NOT include installation or disposal of existing materials.

Request# 1172105-01-01

The undersigned warrants that he/she is an authorized representative of Oak Creek Community Development District noted and has the requisite authority to bind Oak Creek Community Development District and/or principal.

Accepted By:

Oak Creek Community Development District

Company Name

Authorized By

Printed Name

Date

As Its: _____ (Title)

5Cv

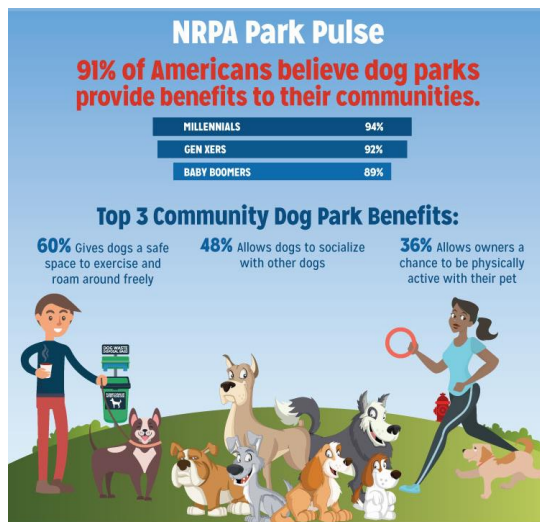
RISK INSIGHTS

Special Districts



Best Practices for Community Dog Parks

Dog parks are one of the fastest growing amenities in many communities, fueled by ever-growing dog ownership by American households. Highly attractive to residents and visitors, dog parks provide a high value as they offer dogs exercise, socialization (for the dogs and humans alike), energy release, and safety away from busy roads or sidewalks. People benefit from the parks as well helping to build a tight knit community, promoting an active lifestyle, and potentially lowering certain health risks.



Communities Agree

In 2018, the [National Recreation and Park Association](#) (NRPA), found that 91% Americans believe dog parks provide benefits to the communities they serve. Availability of dog parks is especially popular among millennials (94%) and Gen Xers (92%) followed by baby boomers (89%) who agree dog parks provide benefits to communities.

Dog parks are good for people with disabilities to get out of their homes so they can take their dogs to make new friends.

91% of Americans believe dog parks provide benefits to the communities they serve.

Risks Associated With Dog Parks

With these benefits though come some challenges that have become more prevalent in the past 2-3 years as evidenced by an increase in incident reporting for both dog and human injuries. These incidents range from dog fights and subsequent injuries, dogs escaping the park, natural Florida wildlife and dog interaction, dogs running into people and knocking them over, to people stepping into holes that the dogs have dug.



Best Practices for Dog Park Communities

What Can You Do To Mitigate The Hazards?

We get many questions from districts about the “right way” to implement a dog park and while there is not one best answer, the intent of this section is to provide best practices and guidelines from a risk management perspective.

Informational signs or usage rules are a great resource to rely on if or when something happens. Some recommendations for signage include:

- Use at your own risk language posted. For example:
“Park users assume all risks related to park use”
“Owners are responsible and liable for the actions and behaviors of their dogs at all times”
“You are legally responsible for your dog's behavior, and any injuries or damages he/she causes.”
- Dawn to Dusk restrictions for areas without an artificial light source
- Leash dogs before entering and leaving park
- Dogs may not be left unattended
- No aggressive dogs
- Adult supervision recommended for children or children under 12 years must be accompanied by an adult.
- A handler is responsible filling in any holes the dog digs while in the park.
- Handler is responsible for picking up pet waste

Additionally, design of the park itself can assist with mitigating negative dog vs dog activity:

Separate Play Areas

It can be dangerous to take a small dog to a park frequented by large dogs. The large dogs may not mean to hurt the smaller dogs, but they can play too rough, or they may see the small dog as a prey animal and pick it up and shake it, which can be fatal. Exceptional dog parks have an enclosed area specifically for small dogs. This keeps them safe, yet still allows them to socialize and interact, which is especially important for smaller dogs.



Size

While any park that allows dogs could be called a dog park, the minimum is generally one quarter to one half acre to as large as possible. Size is important because if dogs become too crowded, it is much easier for a “bully” or a pack of dogs to corner and harass another dog. Fights tend to break out more often under crowded conditions.

Gates and Fences

A double-gate entry system includes a gated waiting area for the dog and human to enter, remove the dog's leash, and then open the gate to the main off-leash area, reversing the process for exiting. This ensures that unplanned escapes will be kept to a minimum, allows for leashing and unleashing in a separate area, and enables dog owners to manage the transition into and out of the dog park. Magnetic gate latches or similar means to ensure gates close is also important. Dogs have escaped from doors left open or openings in the fence or gate as shown below and attacked other dogs.



Best Practices for Dog Park Communities

Risk Management Best Practices

The district should routinely maintain the park itself and surrounding area including collection and removal of debris, restocking plastic waste disposal bags, repairing signs, filling holes, repairing fences, irrigation, and maintenance of the surfacing.

Post rules in several visible locations; keep the signs well-maintained.

Keeping well documented records for the routine maintenance is also imperative. Being also to refer to documentation for when the last hole was filled, or the gate repaired is very helpful when handling any claims that may be presented.



TIM SHORTT/FLORIDA TODAY/VIERA EAST CDD

Links and Resources

American Kennel Club Guide to Establishing a Dog Park in Your Community:

<http://images.akc.org/pdf/GLEG01.pdf>

Laws and Regulations Applicable to Dog Parks:

<https://www.animallaw.info/article/designing-model-dog-park-law>

NRPA Guide to Designing and Managing Innovative Dog Parks: <https://www.nrpa.org/parks-recreation-magazine/2018/november/designing-and-managing-innovative-dog-parks/>

Dog Park Design, Planning, and Management:

https://www.researchgate.net/publication/344612899_Dog_park_design_planning_and_management

Separating small and large dogs in dog parks:

<https://www.dog-on-it-parks.com/blog/dog-park-design-considerations-large-small-dog-areas/>

Ten tips for planning and building a dog park:

<http://www.doodycalls.com/blog/ten-tips-for-planning-and-building-a-dog-park-in-your-community/>

Contact Us!

If you have any additional questions on dog parks, risk management, or if you would like to schedule an on-site risk assessment for your district, please contact us at riskservices@egisadvisors.com or 321-273-2047.

5D



Oak Creek CDD MONTHLY REPORT

Prepared by: Virgil Stoltz, VP/General Manager
Inspected: December 23, 2022



THE PONDS ARE LOOKING GREAT!**POND 1**

Pond 1 – We treated a small amount of new vegetative growth. The pond level was normal, and the surface was free of algae. Aeration systems were working normally.

POND 6

Pond 6 – Minor new vegetative growth, which we treated. Pond was clear of any surface algae. The water control structure is clear and in good shape.

Pond 3 – Looks good and the control structure is clear. The water level was normal.



POND 3

Pond 12 – Water levels are normal. Clear of algae. Overall, it looks good, and the upper control structure is clear.



POND 12

**POND 11A**

Ponds 11A & 11B – The water levels are a bit low. Pond 11A had a small amount of blue-green algae, which was treated with aquatic algacide. We also treated any new vegetative growth.

**POND 11B**

POND 20



21



POND 21

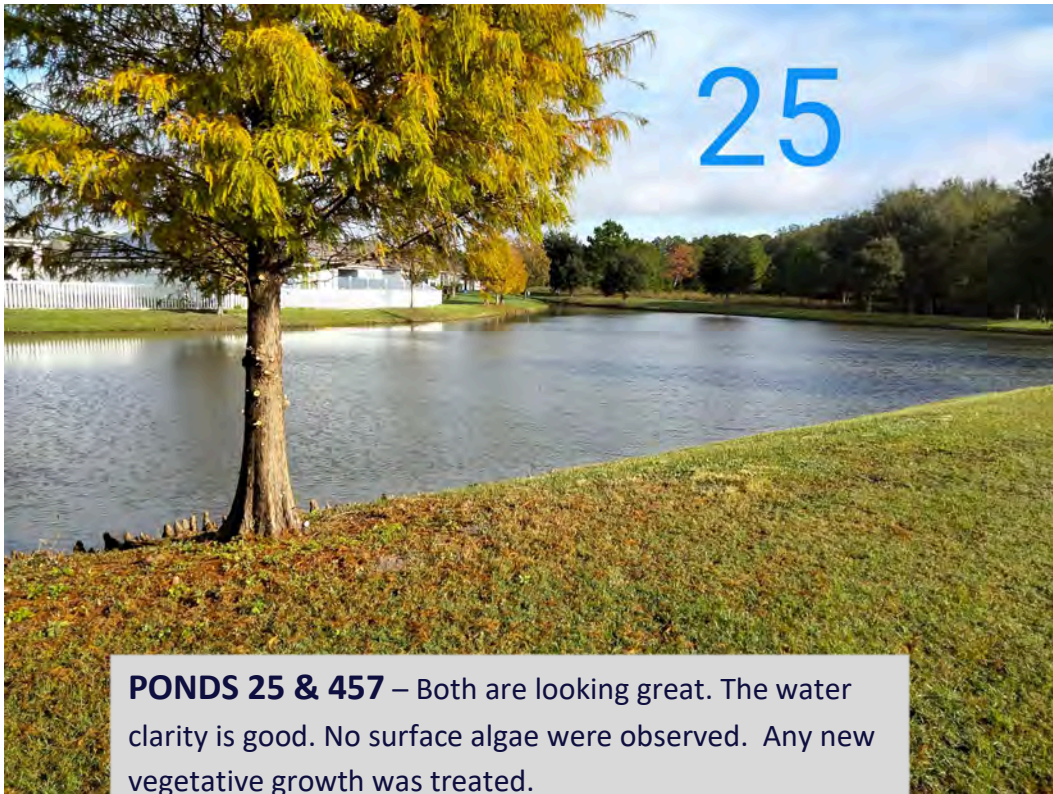
PONDS 20 & 21 – Both ponds have normal water levels and are free of any surface algae. Treated any new vegetative growth with aquatic herbicide. The ponds look really good!



Sump 1 and 5— All sumps are clean and clear and water levels are normal.

Treated the edges for any unwanted vegetation.





PONDS 25 & 457 – Both are looking great. The water clarity is good. No surface algae were observed. Any new vegetative growth was treated.



BLUE WATER AQUATICS

SERVICE REPORT

DATE: 12-12-22CUSTOMER: Oak CreekAQUATECH: George D

ACCOUNT # _____

WORK ORDER # _____

SITE	INSPECTION	TREATMENT	AIRBOAT	JONBOAT	AQUA-MULE	ATV	BACKPACK	ALGAE	GRASSES	CATTAILS	SUBMERSED	FLOATING	BRUSH	DIOXYGEN	WATER LEVEL	RESTRICTION # DAYS	WEATHER CONDITIONS
1, 6, 457	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	NO		Sunny
31, 52, 33, 3	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			
54, 2B, 2A	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			
10, 4, 8B, 8A	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			
11A, 11B, 12	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			
14, 15, 16, 17	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			
18, 20, 1A, BC	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			
24, 25, 21	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			
55, 23, 22, 26	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			
26A, 56, 57, 28	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			

OBSERVATIONS / RECOMMENDATIONS

Treated Algae, Torpedo Grass, Spikerush
 Pennywort, Red Ludwigia, Sedge, Balds Tears, Water Fern

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

LAKE MANAGEMENT • AQUATIC SERVICES • ENVIRONMENTAL PLANNING

CUSTOMER

BLUE WATER AQUATICS

SERVICE REPORT

DATE: 12-23-22CUSTOMER: Oak Creek CPDAQUATECH: George D

ACCOUNT # _____ WORK ORDER # _____

SITE	INSPECTION	TREATMENT	AIRBOAT	JONBOAT	AQUA MULE	ATV	BACKPACK	ALGAE	GRASSES	CATTAILS	SUBMERSED	FLOATING	BRUSH	DIOXYGEN	WATER LEVEL	RESTRICTION # DAYS	WEATHER CONDITIONS
1, 6, 48, 51	✓			✓			✓	✓							NO		
S2, S3, 3, 34	✓			✓			✓	✓									
2B, 2A, 9, 10	✓			✓			✓	✓									Cloudy
8B, 8A, 11A	✓			✓			✓	✓									Light
11B, 12, 14, 15	✓			✓			✓	✓									Rain
16, 17, 18, 20	✓			✓			✓	✓									640
A, B, C, 24, 28	✓			✓			✓	✓									
21, S5, 23, 22	✓			✓			✓	✓									
26, 26A, 26, 27	✓			✓			✓	✓									
26B	✓			✓			✓	✓									

OBSERVATIONS / RECOMMENDATIONS

Treated Algae, Torpedo Grass, Immense, Pennywort, Sedge & reed Ludwigia

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

LAKE MANAGEMENT • AQUATIC SERVICES • ENVIRONMENTAL PLANNING

CUSTOMER



Oak Creek CDD MONTHLY REPORT

Prepared by: Virgil Stoltz, VP/General Manager
Inspected: January 31, 2023



THE PONDS ARE LOOKING GREAT!

POND 21



Pond 21 – The perimeter of Pond is free of vegetation and both control structure and storm drain are in great condition.

POND 22



Pond 22 – There is a moderate ring of Algae around the perimeter, which we treated on both visits. A half dozen Cypress trees drop leaf litter into this small pond which contributes to the Algae growth.

Pond 23 – Free of invasive plant species. There is a small amount of bacopa. Control structure and both storm drains look great!

**POND 23**

Pond 25 – Free of vegetation. The control structure is free of debris. This pond is in great shape!

**POND 25**

POND 26

Pond 26 – Pond has clear water, and the edges are free of vegetation. Both control structures are free of debris.

POND 457

Pond 457 – The littoral shelf needs some attention. Cattails, Torpedo Grass mats and Penny Wort clusters are numerous. We will continue treating it to get it cleaned up.

POND 457
South Side



POND 457

PONDS 457– South end had excessive grass clippings blown into the ponds. This will lead to algae. *Please remind lawn service and residents to avoid this practice!*



Pond 8A – In excellent condition after treating for algae last month.



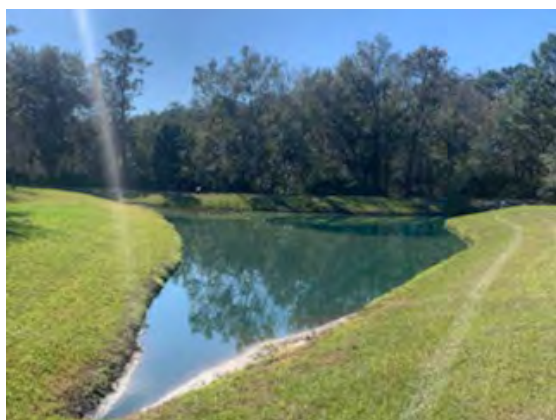
Pond 1 – We added dye to keep planktonic algae at bay. Aeration system is working. The dropped Cypress leaves can trigger sporadic algae blooms.



Pond 18 – Sprayed for Torpedo grass within the littoral area. The shelf is healthy with minor pockets of filamentous algae.



Pond 16— In excellent shape. Two baby alligators spotted near overflow structures.



Pond 17 – Native Pickerel Weeds are healthy and taking up root in the east end of the pond. Added dye to keep planktonic algae at bay.



Pond 15 – Pond has terrific water clarity and numerous bass.

BLUE WATER AQUATICS

SERVICE REPORT

DATE: 1-11-2023CUSTOMER: Oak Creek CDDAQUATECH: Chris

ACCOUNT # _____ WORK ORDER # _____

SITE	INSPECTION	TREATMENT	AIRBOAT	JONBOAT	AQUA-MULE	ATV	BACKPACK	ALGAE	GRASSES	CATTAILS	SUBMERSED	FLOATING	BRUSH	DIOXYGEN	WATER LEVEL	RESTRICTION # DAYS	WEATHER CONDITIONS
1,2A,2B		✓			✓		✓	✓									Sunny, 72°
6,11A,11B,12		✓			✓			✓									0 Wind
18,16,14,15		✓			✓			✓									
17,10,9,8B,8A		✓			✓		✓										

OBSERVATIONS / RECOMMENDATIONS Treated for torpedo grass + primrose.
Treated algae on 6,11A,11B,12.
Ponds with aeration look great.

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

LAKE MANAGEMENT • AQUATIC SERVICES • ENVIRONMENTAL PLANNING

CUSTOMER

BLUE WATER AQUATICS

SERVICE REPORT

CUSTOMER: Oak Creek CDDAQUATECH: ChrisDATE: 1-12-2023

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
1,6,457,22		✓					✓										Sunny, 75°
20,A,B,C,21,24		✓					✓	✓									Wind 3-5 NW
23,25,26,S6,26A		✓					✓	✓									
S7,26B,S5								✓									
S3,S2,S1								✓									

OBSERVATIONS / RECOMMENDATIONS Treated grasses & primrose. Algae on ponds
1,6,22 due to Cypress leaves dropping in pond. Lots of grass clippings
around pond 457 - lead to algae.

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

LAKE MANAGEMENT • AQUATIC SERVICES • ENVIRONMENTAL PLANNING

CUSTOMER

BLUE WATER AQUATICS

SERVICE REPORT

DATE: 1/30/23

CUSTOMER: Oak Creek

AQUATECH: Dave F

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
<u>All</u>	✓																
<u>A 1, 6, 22, 11a</u>																	
<u>11b, 12</u>		✓		✓			✓										<u>Sunny</u>
<u>B 22, 23</u>						✓		✓									<u>78</u>
<u>C 457, 11a, 11b, 22</u>							✓										

OBSERVATIONS / RECOMMENDATIONS

All sites treated for invasive growth + algae as needed
Dye added + 457, 11a, 11b, 12

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

LAKE MANAGEMENT • AQUATIC SERVICES • ENVIRONMENTAL PLANNING

CUSTOMER