

Oak Creek Community Development District

Board of Supervisors

- David Gerald, Chairman
- Sam Watson, Vice Chairman
- Ryan Gilbertsen, Assistant Secretary
- Adam Silva, Assistant Secretary
- Lisa Vaile, Assistant Secretary
- Mark Vega, District Manager
- Vivek Babbar, District Counsel
- Robert Dvorak, District Engineer

Meeting Agenda September 19, 2022 – 6:00 P.M.

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

1. **Call to Order / Roll Call**
2. **Pledge of Allegiance**
3. **Audience Comments (3) minute time limit**
4. **Consent Agenda**
 - A. Minutes of the June 20, 2022 Meeting [Page 4]
 - B. Minutes of the August 15, 2022 Meeting [Page 9]
 - C. Acceptance of the Financial Report [Page 14]
5. **Staff Reports**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 - D. Proposals
 - i. Solar Aerator [Page 32]
 - ii. Midge Fly Control [Page 41]
 - E. Aquatics Report – August 2022 [Page 50]
6. **Supervisor Requests and Comments**
7. **Adjournment**

Next Meeting October 17, 2022

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

www.oakcreekcdd.org

Fourth Order of Business

4A.

**MINUTES OF MEETING
OAK CREEK
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Oak Creek Community Development District was held on Monday, June 20, 2022 at 6:00 p.m. in the Inframark Office, 2654 Cypress Ridge Road, Suite 101, Wesley Chapel, Florida.

Present and constituting a quorum were:

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

Also, present:

Andrew Mendenhall	Inframark
Katie Ivanics	Inframark
Virgil Stoltz	Bluewater Aquatics
Residents	

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

FIRST ORDER OF BUSINESS

Call to Order / Roll Call

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

SECOND ORDER OF BUSINESS

Pledge of Allegiance

- The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

**Public Comments on Agenda Items (3)
Minute Time Limit**

- None.

FOURTH ORDER OF BUSINESS

Consent Agenda

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

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

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

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

FIFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

- None.

B. District Engineer

- None.

C. District Manager

i. Proposals

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

The record will reflect Mr. Silva joined the meeting.

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

- Discussion ensued regarding the basketball court.

c. Proposal for Tree Work on Cliffcreek Court - \$16,443.75

d. Proposal for Irrigation Work in Conjunction with Tree Work on Cliffcreek Court - \$3,610.86

- Discussion ensued on tree replacement options – Bottlebrush, Crape Myrtles, Wax Myrtles, Japanese Blueberry.

ii. Discussion of Proposed Access System

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

June 20, 2022

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

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

iii. Discussion of Lightning Alert System

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

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

iv. Discussion of Best Practice for Community Dog Parks

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

v. Discussion of Pool Card Suspension

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

June 20, 2022

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

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

D. Aquatics Report – May 2022

- No further report.

SIXTH ORDER OF BUSINESS

Supervisor Requests and Comments

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

SEVENTH ORDER OF BUSINESS

Adjournment

With there being no other business,

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

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, August 15, 2022 at 6:00 p.m. in the Inframark Office, 2654 Cypress Ridge Road, Suite 101, Wesley Chapel, Florida.

Present and constituting a quorum were:

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

Also, present:

Mark Vega	District Manager
Robert Dvorak	District Engineer
Residents	

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

FIRST ORDER OF BUSINESS

Call to Order / Roll Call

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

SECOND ORDER OF BUSINESS

Pledge of Allegiance

- The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

**Public Comments on Agenda Items (3)
Minute Time Limit**

- Comments were received.

FOURTH ORDER OF BUSINESS

Consent Agenda

- A. Minutes of June 20, 2022 Meeting
- B. Acceptance of the Financial Report
- C. Acceptance of Fiscal Year 2023 Annual Meeting Schedule

On MOTION by Mr. Gerald seconded by Ms. Vaile, with all in favor, the Consent Agenda was approved as amended removing Item A for clarification. 5/0

FIFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

- None.

B. District Engineer

- None.

C. District Manager

i. Public Hearing of Fiscal Year 2022/2023 Final Budget

On MOTION by Mr. Watson seconded by Mr. Gilbertson, with all in favor, the public hearing was opened at 6:11 p.m. 5/0

On MOTION by Mr. Watson seconded by Mr. Gerald, with all in favor, the public hearing was closed at 6:25 p.m. 5/0

- Discussion ensued as to the reserve amount in the budget labeled Reserve–Other at \$65,100.00. The \$65,100.00 is a 14-year average of the Reserve Study which was conducted in 2021 by a third-party reserve company known as “Custom Reserves”. The \$65,100.00 average was placed in the budget with the design of not requiring an increase in the budget through 2035 which is the year the bond is paid off. Once the Bond is paid off if there are any corrections needed to the Reserve Study the correction can be done by design as no increase to the residents.
- The Reserve discussion was explained to debunk social media rumors of the plan for the Board to increase the budget in 2026.

2022	\$ 52,000.00
2023	\$ 52,000.00
2024	\$ 52,000.00
2025	\$ 52,000.00
2026	\$ 54,800.00
2027	\$ 57,800.00
2028	\$ 60,900.00
2029	\$ 64,200.00
2030	\$ 67,700.00
2031	\$ 71,400.00
2032	\$ 75,300.00
2033	\$ 79,400.00
2034	\$ 83,700.00
2035	\$ 88,200.00

a. Consideration of Resolution 2022-04, Fiscal Year 2023 Final Budget

On MOTION by Mr. Gerald seconded by Mr. Silva, with all in favor, Resolution 2022-04 a resolution of the Board of Supervisors of the Oak Creek Community Development District adopting a budget for the fiscal year beginning October 1, 2022, and ending September 30, 2023, and providing for an effective date was adopted. 5/0

ii. Public Hearing of Fiscal Year 2022/2023 Levying Assessments

On MOTION by Mr. Watson seconded by Mr. Gerald, with all in favor, the public hearing was opened at 6:26 p.m. 5/0

On MOTION by Mr. Gerald seconded by Mr. Watson, with all in favor, the public hearing was closed at 6:29 p.m. 5/0

a. Consideration of Resolution 2022-05, Levying Assessments

On MOTION by Mr. Gilbertson seconded by Mr. Watson, with all in favor, Resolution 2022-05 a resolution of the Board of Supervisors of the Oak Creek Community Development District imposing annually recurring operations and maintenance non-ad valorem special assessments, providing for collection and enforcement of all District special assessments; certifying an assessment roll; providing for amendment of the assessment roll; providing for challenges and procedural irregularities; providing for severability; providing for an effective date was adopted. 5/0

iii. Discussion – Budget Plan is to remain flat until the year 2035 and then lower total CDD assessments.

D. Proposals

i. Proposal for Solar Aerator

- Tabled to next meeting and follow-up with Mr. Stoltz on his solutions.

ii. Proposal for Basketball Court Resurface

- Table until first quarter of 2023

iii. Proposal for Tree Work on Cliffcreek Court

- Dead – LMP contract on trees.

iv. Proposal for Irrigation Work in Conjunction with Tree Work on Cliffcreek Ct.

- Dead.

E. Aquatics Report – June/July 2022

- Ms. Vaile requested pictures be taken from the same in the aquatic’s reports.

F. Consideration of Fence on CDD Easement

i. Joshua Weaver Hawk Grove Ct.

On MOTION by Mr. Gilbertson seconded by Ms. Vaile, with all in favor, the easement was approved pending engineer review and fees by engineer and attorney. 5/0

ii. Josephine Adelufosi 34515 Cliffcreek Ct.

On MOTION by Mr. Gerald seconded by Mr. Watson, with all in favor, the easement was approved pending engineer blessing and attorney legal cost reimbursement. 5/0

iii. Celso Gutierrez 6332 Doe Path Ct.

On MOTION by Mr. Gerald seconded by Mr. Watson, with all in favor, the rear easement was not approved, but side approved with disclaimer that fence may need to be moved on side due to work on fence. 5/0

SIXTH ORDER OF BUSINESS

Supervisor Requests and Comments

- Mr. Gilbertson noted LMP needs to walk entrance.
- Ms. Vaile noted the engineer needs to look at sidewalk by swings. Additionally, urine needs to be cleaned off the dog fountain.

SEVENTH ORDER OF BUSINESS

Adjournment

With there being no other business,

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

Mark Vega, Secretary

4C.

Notes to the Financial Statements
July 31, 2022

General Fund

▶ **Financial Highlights**

Total General Fund revenues are at approximately 100% of Adopted Budget and Assessments are 100% collected.

Total General Fund expenditures & Reserves are approximately 62% of Adopted Budget below the prorated 83%.

Due from other Funds - Balance will be transferred to US Bank in August.

▶ **Assets**

Cash and Investments - See Cash and Investment Report for further details. The District uses Bank United for their Money Market & General Fund account.

Prepaid Items - Holiday Lighting & Telephone.

Deposits - FPL Utility Deposits.

▶ **Liabilities**

Accounts Payable - Invoices paid in current month but not for current month.

Accrued Expenses - Electric for Streetlights / Utilities & Refuse removal.

Due to Other Funds - Debt Service portion of Assessments collected.

**Oak Creek
Community Development District**

Financial Report

July 31, 2022

Prepared by:



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**Oak Creek
Community Development District**

Financial Statements

(Unaudited)

July 31, 2022

Balance Sheet
July 31, 2022

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>			
Cash - Checking Account	\$ 151,960	\$ -	\$ 151,960
Due From Other Funds	-	7,872	7,872
Investments:			
Certificates of Deposit - 12 Months	100,000	-	100,000
Money Market Account	182,868	-	182,868
Acquisition & Construction Account	-	7,911	7,911
Prepayment Fund (A-2)	-	3,593	3,593
Reserve Fund (A-1)	-	153,927	153,927
Reserve Fund (A-2)	-	51,978	51,978
Revenue Fund A	-	91,699	91,699
Prepaid Items	7,259	-	7,259
Deposits	3,355	-	3,355
TOTAL ASSETS	\$ 445,442	\$ 316,980	\$ 762,422
<u>LIABILITIES</u>			
Accounts Payable	\$ 19,432	\$ -	\$ 19,432
Accrued Expenses	3,285	-	3,285
Due To Other Funds	7,872	-	7,872
TOTAL LIABILITIES	30,589	-	30,589
<u>FUND BALANCES</u>			
Nonspendable:			
Prepaid Items	7,259	-	7,259
Deposits	3,355	-	3,355
Restricted for:			
Debt Service	-	316,980	316,980
Assigned to:			
Operating Reserves	73,245	-	73,245
Reserves-A/C	1,000	-	1,000
Reserves - Other	46,025	-	46,025
Reserves-Path	4,000	-	4,000
Reserves - Pools	4,000	-	4,000
Unassigned:	275,969	-	275,969
TOTAL FUND BALANCES	\$ 414,853	\$ 316,980	\$ 731,833
TOTAL LIABILITIES & FUND BALANCES	\$ 445,442	\$ 316,980	\$ 762,422

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

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>JUL-22 ACTUAL</u>
<u>REVENUES</u>				
Interest - Investments	\$ 300	\$ 417	139.00%	\$ 71
Interest - Tax Collector	100	1	1.00%	-
Special Assmnts- Tax Collector	598,231	598,231	100.00%	-
Special Assmnts- Discounts	(23,929)	(23,131)	96.67%	-
Other Miscellaneous Revenues	-	1,274	0.00%	-
Access Cards	250	375	150.00%	105
TOTAL REVENUES	574,952	577,167	100.39%	176
<u>EXPENDITURES</u>				
<u>Administration</u>				
P/R-Board of Supervisors	10,000	5,400	54.00%	-
FICA Taxes	765	413	53.99%	-
ProfServ-Arbitrage Rebate	600	-	0.00%	-
ProfServ-Dissemination Agent	1,000	-	0.00%	-
ProfServ-Engineering	30,000	14,525	48.42%	805
ProfServ-Legal Services	13,000	3,066	23.58%	591
ProfServ-Mgmt Consulting	46,149	38,458	83.33%	3,846
ProfServ-Property Appraiser	150	150	100.00%	-
ProfServ-Trustee Fees	3,233	3,233	100.00%	-
ProfServ-Web Site Maintenance	3,392	3,652	107.67%	396
Auditing Services	3,000	3,325	110.83%	-
Postage and Freight	200	132	66.00%	7
Rentals & Leases	500	-	0.00%	-
Public Officials Insurance	2,729	2,430	89.04%	-
Printing and Binding	500	44	8.80%	31
Legal Advertising	1,000	1,652	165.20%	1,469
Misc-Assessment Collection Cost	11,965	11,603	96.97%	-
Misc-Contingency	50	125	250.00%	8
Office Supplies	125	-	0.00%	-
Annual District Filing Fee	175	175	100.00%	-
Total Administration	128,533	88,383	68.76%	7,153
<u>Public Safety</u>				
Contracts-Security Services	3,696	3,080	83.33%	308
Total Public Safety	3,696	3,080	83.33%	308
<u>Electric Utility Services</u>				
Electricity - Streetlights	23,000	17,680	76.87%	2,049
Utility Services	10,000	10,618	106.18%	1,173
Total Electric Utility Services	33,000	28,298	85.75%	3,222

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

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>JUL-22 ACTUAL</u>
<u>Garbage/Solid Waste Services</u>				
Utility - Refuse Removal	698	624	89.40%	63
Solid Waste Disposal Assessm.	680	824	121.18%	-
Total Garbage/Solid Waste Services	1,378	1,448	105.08%	63
<u>Water-Sewer Comb Services</u>				
Utility Services	10,000	10,187	101.87%	919
Total Water-Sewer Comb Services	10,000	10,187	101.87%	919
<u>Flood Control/Stormwater Mgmt</u>				
Contracts-Aquatic Control	24,660	17,745	71.96%	5,415
Stormwater Assessment	894	885	98.99%	-
R&M-Storm Water - Pond	8,000	21,608	270.10%	(3,610)
Total Flood Control/Stormwater Mgmt	33,554	40,238	119.92%	1,805
<u>Other Physical Environment</u>				
Contracts-Landscape	84,000	70,455	83.88%	7,140
Liability/Property Insurance	9,176	8,174	89.08%	-
R&M-Entry Feature	20,000	-	0.00%	-
R&M-Irrigation	7,000	1,048	14.97%	-
R&M-Mulch	13,320	13,320	100.00%	-
R&M-Plant&Tree Replacement	20,000	2,150	10.75%	-
Total Other Physical Environment	153,496	95,147	61.99%	7,140
<u>Capital Expenditures & Projects</u>				
Misc-Holiday Lighting	6,800	6,800	100.00%	-
Misc-Contingency	13,680	7,677	56.12%	4,677
Total Capital Expenditures & Projects	20,480	14,477	70.69%	4,677
<u>Road and Street Facilities</u>				
R&M-Bike Paths & Asphalt	1,200	-	0.00%	-
R&M-Parking Lots	1,200	-	0.00%	-
R&M-Sidewalks	15,000	1,470	9.80%	-
R&M-Pressure Washing	12,000	11,845	98.71%	-
Total Road and Street Facilities	29,400	13,315	45.29%	-
<u>Clubhouse, Parks and Recreation</u>				
ProfServ-Field Management	7,680	6,400	83.33%	640
Contracts-Mgmt Services	10,296	8,580	83.33%	858
Contracts-Pools	9,540	8,600	90.15%	905
Contractual Maint. Services	45,000	23,838	52.97%	7,294

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

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>JUL-22 ACTUAL</u>
Telephone/Fax/Internet Services	1,800	1,657	92.06%	187
R&M-Facility	2,500	3,565	142.60%	-
R&M-Pools	7,000	3,297	47.10%	-
R&M Basketball Courts	7,000	-	0.00%	-
R&M-Playground	1,000	-	0.00%	-
Op Supplies - General	4,500	3,184	70.76%	57
Total Clubhouse, Parks and Recreation	96,316	59,121	61.38%	9,941
Reserves				
Reserve - Other	65,100	-	0.00%	-
Total Reserves	65,100	-	0.00%	-
TOTAL EXPENDITURES & RESERVES	574,953	353,694	61.52%	35,228
Excess (deficiency) of revenues Over (under) expenditures	(1)	223,473		(35,052)
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	(1)	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	(1)	-	0.00%	-
Net change in fund balance	\$ (1)	\$ 223,473		\$ (35,052)
FUND BALANCE, BEGINNING (OCT 1, 2021)	191,380	191,380		
FUND BALANCE, ENDING	\$ 191,379	\$ 414,853		

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

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>JUL-22 ACTUAL</u>
<u>REVENUES</u>				
Interest - Investments	\$ 25	\$ 16	64.00%	\$ 1
Special Assmnts- Tax Collector	437,163	437,162	100.00%	-
Special Assmnts- Discounts	(17,487)	(16,903)	96.66%	-
TOTAL REVENUES	419,701	420,275	100.14%	1
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	8,743	8,479	96.98%	-
Total Administration	8,743	8,479	96.98%	-
<u>Debt Service</u>				
Principal Debt Retirement A-1	170,000	170,000	100.00%	-
Principal Debt Retirement A-2	50,000	50,000	100.00%	-
Prepayments Series A-2	-	10,000	0.00%	-
Interest Expense Series A-1	135,738	135,738	100.00%	-
Interest Expense Series A-2	51,450	51,450	100.00%	-
Total Debt Service	407,188	417,188	102.46%	-
TOTAL EXPENDITURES	415,931	425,667	102.34%	-
Excess (deficiency) of revenues Over (under) expenditures	3,770	(5,392)	-143.02%	1
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	3,770	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	3,770	-	0.00%	-
Net change in fund balance	\$ 3,770	\$ (5,392)	-143.02%	\$ 1
FUND BALANCE, BEGINNING (OCT 1, 2021)	322,372	322,372		
FUND BALANCE, ENDING	\$ 326,142	\$ 316,980		

**Oak Creek
Community Development District**

Supporting Schedules

July 31, 2022

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

					ALLOCATION BY FUND	
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	General Fund	Debt Service Fund
Assessments Levied FY 2022				\$ 1,035,395	\$ 598,232	\$ 437,163
Allocation %				100%	58%	42%
11/04/21	\$ 6,313	\$ 357	\$ 129	\$ 6,799	\$ 3,928	\$ 2,871
11/12/21	34,133	1,451	697	36,280	20,962	15,318
11/19/21	27,887	1,186	569	29,642	17,126	12,515
12/02/21	777,635	33,027	15,870	826,532	477,555	348,977
12/09/21	56,640	2,408	1,156	60,204	34,785	25,419
12/17/21	27,123	1,135	554	28,811	16,647	12,165
01/07/21	12,991	410	265	13,666	7,896	5,770
02/04/22	6,079	150	124	6,352	3,670	2,682
03/09/22	7,834	75	160	8,070	4,662	3,407
04/08/22	11,072	-	226	11,298	6,528	4,770
05/09/22	2,210	-	45	2,255	1,303	952
06/09/22	5,362 ¹	(165)	287	5,485	3,169	2,316
TOTAL	\$ 975,278	\$ 40,034	\$ 20,081	\$ 1,035,393	\$ 598,231	\$ 437,162
% COLLECTED				100%	100%	100%
TOTAL O/S				\$ 2	\$ 1	\$ 1

Notes:

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

Cash and Investment Report
July 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%	151,960
Certificate of Deposit-12 Months	BankUnited	CD #1815114567	06/21/23	1.55%	100,000
Public Funds Money Market	BankUnited	Money Market	n/a	0.25%	182,868
				Subtotal-General Fund	<u>\$434,828</u>
<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%	3,593
Series 2015 Reserve Fund A-1	US Bank	Commercial Paper	n/a	0.02%	153,927
Series 2015 Reserve Fund A-2	US Bank	Commercial Paper	n/a	0.02%	51,978
Series 2015 Revenue Fund A	US Bank	Commercial Paper	n/a	0.02%	91,699
				Subtotal-Debt Service Fund	<u>\$309,108</u>
				Total - All Funds	<u><u>\$743,936</u></u>

Oak Creek CDD

Bank Reconciliation

Bank Account No. 0130 Bank United GF
Statement No. 07-22
Statement Date 7/31/2022

G/L Balance (LCY)	151,959.66	Statement Balance	166,304.23
G/L Balance	151,959.66	Outstanding Deposits	0.00
Positive Adjustments	0.00		
Subtotal	151,959.66	Subtotal	166,304.23
Negative Adjustments	0.00	Outstanding Checks	14,344.57
		Differences	0.00
Ending G/L Balance	151,959.66	Ending Balance	151,959.66
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
5/24/2022	Payment	598	JMT	4,767.50	0.00	4,767.50
6/28/2022	Payment	DD3646	FRONTIER FLORIDA, LLC	150.98	0.00	150.98
7/22/2022	Payment	627	COMPLETE I.T. SERVICE & SOLUTIONS	97.65	0.00	97.65
7/22/2022	Payment	628	STRALEY & ROBIN	313.50	0.00	313.50
7/29/2022	Payment	629	COMPLETE I.T. SERVICE & SOLUTIONS	294.94	0.00	294.94
7/29/2022	Payment	630	LANDSCAPE MAINTENANCE	7,000.00	0.00	7,000.00
7/29/2022	Payment	631	LOUIS SMITH	1,720.00	0.00	1,720.00
Total Outstanding Checks.....				14,344.57		14,344.57

OAK CREEK

Community Development District

**Payment Register by Fund
For the Period from 07/01/22 to 07/31/22
(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 # 617							
001	07/05/22	BLUE WATER AQUATICS, INC	28898	06/27/22 POND TREATMENT	R&M-Storm Water - Pond	546086-53801	\$1,805.00
CHECK # 618							
001	07/05/22	FEDEX	7-794-59712	06/13/22 SHIPPING FEE	Postage and Freight	541006-51301	\$26.96
CHECK # 619							
001	07/05/22	FLORIDA PATIO FURNITURE INC	66544	REPAIR 4 CHAIRS & 6 UMBRELLA COVERS	R&M-Pools	546074-57231	\$343.00
CHECK # 620							
001	07/05/22	HEAT WAVE PRESSURE WASHING LLC	2893	50% DEPOSIT - POWER WASHING VARIOUS	R&M-Pressure Washing	546171-54101	\$5,922.50
CHECK # 621							
001	07/05/22	LANDSCAPE MAINTENANCE PROFESSIONALS	168724	JULY MONTHLY MAINTENANCE PLUS GAS	Contracts-Landscape	534050-53908	\$7,140.00
CHECK # 622							
001	07/05/22	SITE MASTERS OF FLORIDA, LLC	062422-2	CONCRETE WALL @ SPRING OAK CROSSING	R&M-Storm Water - Pond	546086-53801	\$800.00
CHECK # 623							
001	07/12/22	GOLDEN EYE TECHNOLOGY, LLC	19222JLY	JULY SECURITY MONITORING	Contracts-Security Services	534037-52001	\$308.00
CHECK # 624							
001	07/12/22	INFRAMARK, LLC	79045	JUNE 2022 MANAGEMENT SERVICES	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,845.75
001	07/12/22	INFRAMARK, LLC	79045	JUNE 2022 MANAGEMENT SERVICES	Postage and Freight	541006-51301	\$6.89
001	07/12/22	INFRAMARK, LLC	79045	JUNE 2022 MANAGEMENT SERVICES	Printing and Binding	547001-51301	\$6.75
001	07/12/22	INFRAMARK, LLC	79045	JUNE 2022 MANAGEMENT SERVICES	Contracts-Mgmt Services	534001-57231	\$858.00
001	07/12/22	INFRAMARK, LLC	79045	JUNE 2022 MANAGEMENT SERVICES	PROJECT MANAGEMENT	531016-57231	\$640.00
001	07/12/22	INFRAMARK, LLC	79045	JUNE 2022 MANAGEMENT SERVICES	R&M-Sidewalks	546084-54101	\$1,470.00
001	07/12/22	INFRAMARK, LLC	79045	JUNE 2022 MANAGEMENT SERVICES	RECORD STORAGE FEE	549900-51301	\$8.33
Check Total							\$6,835.72
CHECK # 625							
001	07/15/22	AQUA TRIANGLE 1 CORP	5538	JUNE 2022 POOL SVC - 3X PER WEEK	R&M-Pools	546074-57231	\$905.00
CHECK # 626							
001	07/15/22	JMT	44-194747	05/22/22 - 06/25/22 PROFESSIONAL SERVICES	ProfServ-Engineering	531013-51501	\$2,305.00
CHECK # 627							
001	07/22/22	COMPLETE I.T. SERVICE & SOLUTIONS	9028	JULY 2022 GOOGLE BUSINESS EMAIL ACCTS	ProfServ-Web Site Maintenance	531094-51301	\$97.65
CHECK # 628							
001	07/22/22	STRALEY & ROBIN	21764	DRAFT PRESSURE WASHING SVCS AGREEMENT	ProfServ-Legal Services	531023-51401	\$313.50
CHECK # 629							
001	07/29/22	COMPLETE I.T. SERVICE & SOLUTIONS	9058	250 GB SSD DRIVE (SSD) W/INSTALLATION	ProfServ-Web Site Maintenance	531094-51301	\$294.94
CHECK # 630							
001	07/29/22	LANDSCAPE MAINTENANCE PROFESSIONALS	166202	MARCH 2022 LANDSCAPE MAINT	Contracts-Landscape	534050-53908	\$7,000.00
CHECK # 631							

OAK CREEK

Community Development District

**Payment Register by Fund
For the Period from 07/01/22 to 07/31/22
(Sorted by Check / ACH No.)**

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
001	07/29/22	LOUIS SMITH	4313	FINAL PYMNT LANDSCAPE LIGHTING	R&M - Facility	546024-57231	\$1,720.00	
CHECK # DD3649								
001	07/20/22	Cardmember Service - ACH	062322-3321 ACH	SUPPLIES / CELL PHONE SVCS	Op Supplies - General	552001-57231	\$61.93	
001	07/20/22	Cardmember Service - ACH	062322-3321 ACH	SUPPLIES / CELL PHONE SVCS	Telephone/Fax/Internet Services	541009-57231	\$36.29	
							Check Total	<u>\$98.22</u>
CHECK # DD3650								
001	07/26/22	FRONTIER FLORIDA LLC - ACH	070122-0368 ACH	07/01/22 - 07/31/22	Telephone/Fax/Internet Services	541009-57231	\$150.98	
CHECK # DD3651								
001	07/22/22	INNOVATIVE EMPLOYER SOLUTIONS-ACH	202216-INIT	PAYROLL PERIOD ENDING 07/16/22	415-202216	534378-57231	\$2,345.87	
CHECK # DD3652								
001	07/08/22	INNOVATIVE EMPLOYER SOLUTIONS-ACH	202215-INIT ACH	PAYROLL PERIOD ENDING 07/02/22	415-202215	534378-57231	\$2,417.52	
CHECK # DD3653								
001	07/11/22	PASCO COUNTY UTILITIES SERVICES BRANCH - ACH	061722 ACH	05/06/22 - 06/07/22 WATER SERVICES	Utility Services	543063-53601	\$1,200.47	
CHECK # DD3654								
001	07/01/22	WITHLACOOCHEE RIVER ELECTRIC - ACH	061422 ACH	SERVICE 04/26/22 - 06/09/22	Utility Services	543063-53100	\$1,029.86	
001	07/01/22	WITHLACOOCHEE RIVER ELECTRIC - ACH	061422 ACH	SERVICE 04/26/22 - 06/09/22	Electricity - Streetlighting	543013-53100	\$2,030.10	
							Check Total	<u>\$3,059.96</u>
CHECK # DD3655								
001	07/22/22	WASTE CONNECTIONS OF FLORIDA - ACH	072022-6188 ACH	8/1/22 - 8/31/22 REFUSE REMOVAL	Utility - Refuse Removal	543020-53401	\$63.42	
							Fund Total	<u>\$45,153.71</u>

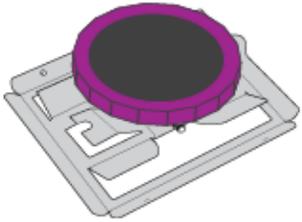
Total Checks Paid	\$45,153.71
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Fifth Order of Business

5D.

5Di.

Britestar 3



Legend

Compressor Cabinet



AirStation



BottomLine Tubing

Optional Equipment



Shoreline Valve Box

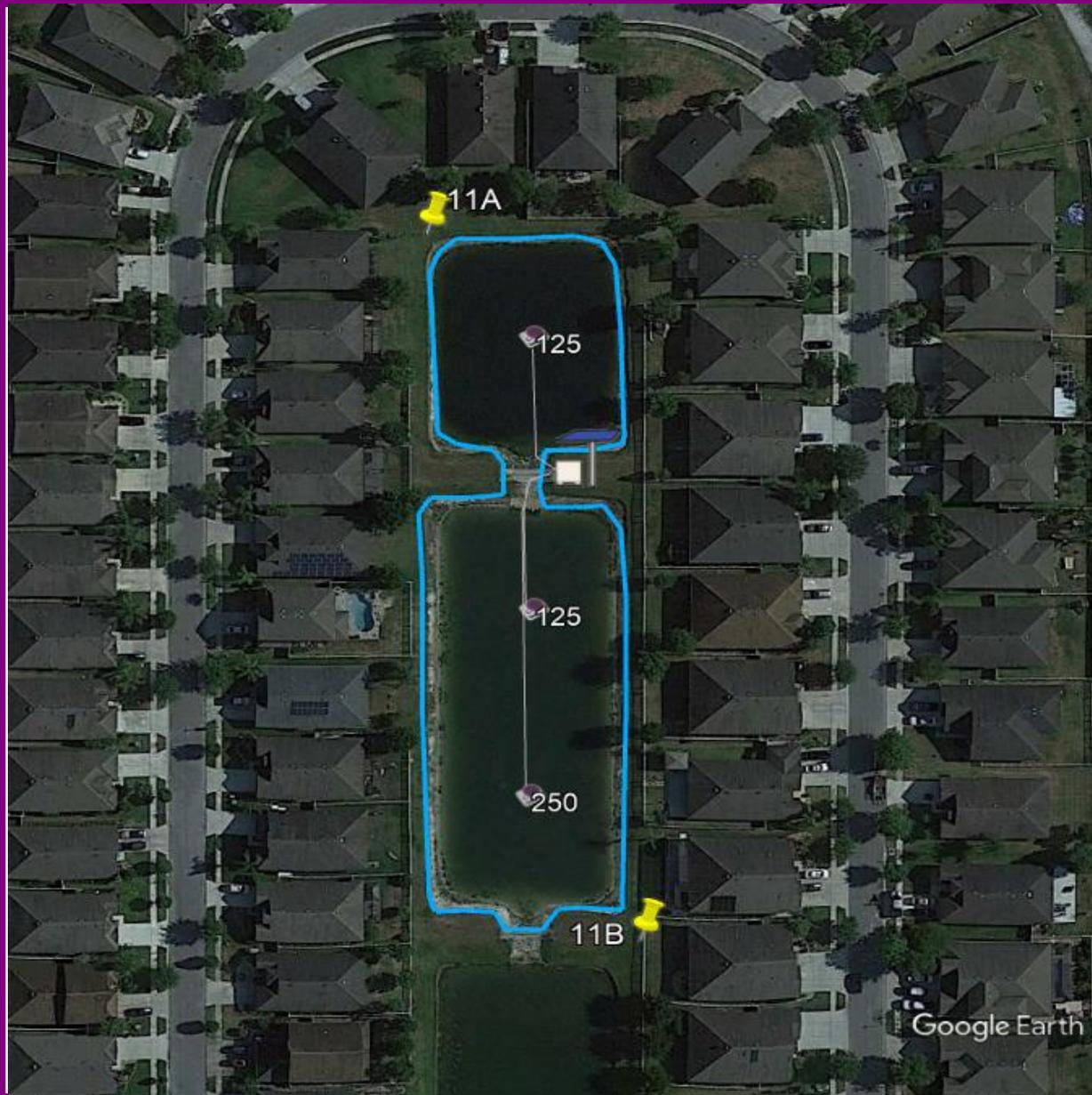


1" PVC Pipe

Site and System Specifications

Surface Acres:	1.3
Perimeter Feet:	1,352
Lake Volume, Gal.:	3,192,044
Total Acre Feet:	9.8
# Diffuser Disks:	3
CFM / Disk:	0.73
GPM / Disk:	1,198
Daily Pumpage:	5,176,100
Turnovers/Day:	1.62
System PSI:	6.6

Date: 3/30/22



SOLAR AERATOR INSTALLATION SERVICES CONTRACT

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

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

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

2. **PAYMENT TERMS.** The fee for the Solar Aeration Installation Services is **\$7,202.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services.

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

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

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4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

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

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

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

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6. **FORCE MAJEURE.** The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
7. **ANTI-CORRUPTION AND BRIBERY.** Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
8. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
10. **NOTICE.** Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
11. **BINDING.** This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
12. **FUEL/TRANSPORTATION SURCHARGE.** Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
13. **E-Verify.** Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

OAK CREEK CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

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

Customer's Address for Notice Purposes:

Please Mail All Contracts to:

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

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SCHEDULE A - SOLAR AERATION SYSTEM INSTALLATION SERVICES

Aeration System Install:

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

Warranty:

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

Permitting (when applicable):

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

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

Customer Responsibilities (when applicable):

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

General Qualifications:

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

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Your Custom Vertex Aeration System Design Specifications

Lake Solutions Ver. 17 May 2016

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

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

Terminology

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



Vertex Water Features

2100 NW 33rd Street, Pompano Beach, Florida 33069

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

www.vertexwaterfeatures.com

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5Dii.



Payment of Services: Customer agrees to pay Blue Water Aquatics within thirty (30) days of invoice for work performed. *Accepted forms of payments are Cash, Check, Zelle, ACH or Credit Card (credit card payments will incur a 3.5% credit card fee for every credit card transaction).* Any account over thirty (30) days past due is subject to suspension of future work under this Agreement. The Customer is responsible for all money owed on the account from the time it was established to the time Blue Water Aquatics receives a written notice of termination of services under the terms of this Agreement. If the account of Customer is not fully paid within sixty (60) days after the date of any invoice for work performed pursuant to this Agreement, Customer will be charged interest at the rate of one and one-half percent (1 ½%) per month until the account is fully paid.

In the event that Blue Water Aquatics shall institute any collection proceedings against Customer with respect to its delinquent account, then Customer agrees to pay to Blue Water Aquatics on demand, an amount which is equal to all costs, charges and expenses paid or incurred by Blue Water Aquatics in pursuing such collection, including, without limitation, all reasonable attorney's fees, court costs and other litigation expenses in connection therewith.

Early Termination: In the event that either party believes the other party has materially breached any obligations under this Agreement (except for failing to pay an invoice when due), such party shall so notify the breaching party in writing of such breach. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been affected. If the breach is not cured within the stated period, the non-breaching party shall have the right to terminate the Agreement without further notice.

Insurance: Blue Water Aquatics will maintain the following insurance coverage: Workers' Compensation, General Liability, Automotive Liability and Property and Casualty. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming the Customer as "Additional Insured" may be provided upon Customer request, with Customer agreeing to pay for any additional costs associated with such request.

Written Notice: All written notices under the terms of this Agreement shall be sent Certified U.S. Mail, Return Receipt Requested, to the principal place of business of the party being noticed (as indicated herein above).

Addenda: See attached map, survey, and report (where applicable).

Midge Fly & Mosquito Consulting: Blue Water Aquatics, Inc. management and personnel are available by appointment for demonstrations or presentations designed to help understand midge fly and mosquito problems and their respective solutions.

*Christopher Thompson, President
Blue Water Aquatics, Inc.*

09/19/2022
Date

Customer

Date

Survey Sheet OAK CREEK CDD – MIDGE FLY CONTROL Site & GEP Surveyed

<u>POND #</u>	<u>Linear Feet</u>	<u>Surface Acres</u>
11A	495	0.11
11B	780	0.18
12	745	0.17
Total	2,020	0.46

Site Map



Oak Creek CDD - MIDGE FLY Control - 09-12-2022

HEADQUARTERS: 5119 State Road 54 ■ New Port Richey, FL 34652
Phone: 727-842-2100 ■ Email: Office@BlueWaterAquaticsInc.com



INNOVATIVE
PLANT PROTECTION
PRODUCTS

INNOVATIONS GROW HERE



SKEETER CONTROL

ADVANCED BIOLOGICAL MOSQUITO CONTROL



SKEETER CONTROL

Biocide: mosquito

larvae eradication

- Complete larvae and pupae control
- Control in 24 hours
- Reduces lasting populations
- Safe around people with 0 REI



MOSQUITO

Mosquitos: tiny, but powerful enemy

Mosquitoes are perhaps the most dangerous insects in the world - they transmit Zika virus, yellow fever, dengue, malaria, and other diseases infecting hundreds of millions of people globally and killing millions each year. WHO reports that more than 50% of the world's population is at risk from mosquito-borne diseases.

Skeeter Control is a mosquito biological control agent. Skeeter control has a primary control function on mosquito larvae in bodies of water. Skeeter Control has a high mortality rate on larvae within 48 hours when applied correctly. Applications are accomplished using aerial sprayers or misters to the bodies of water where mosquitos lay their eggs.

SKEETER
MOSQUITO CONTROL

ADVANCED BIOLOGICAL MOSQUITO CONTROL

ACTIVE INGREDIENTS	
Garlic Oil	20.00%
Soybean Oil	1.00%
INERT INGREDIENTS*	79.00%
TOTAL	100.0%

MANUFACTURED BY:
GroPro
12600 West Frontage Road,
Burnsville MN 55337
Phone: 1-833-476-7761
www.groproag.com

*water, egg solids

**KEEP OUT OF REACH OF CHILDREN
CAUTION**

NET CONTENTS:
■ 2.5 Gal (9.5 L) ■ 264 gal (999.3 L)

OMRI LISTED

ENVRIO LINE **GroPro**



MODE OF ACTION

- 1** • Skeeter Control utilizes a unique formulation containing a specialized in vitro juvenile nematode that works by searching out mosquito larvae.
- 2** • Once mosquito larvae are located, immediate infection is initiated as the juvenile nematodes enter the larvae through numerous small openings on the larvae body.
- 3** • Once inside the larvae, the juveniles' nematodes instantly release a symbiotic bacteria into the larvae bloodstream.
- 4** • Once inside the blood, septicemia initiates and kills their insect hosts, this complete process happens within 48 hours after infection.

FIELD APPLICATION TESTS

Application	Mortality (%) after days		
	3d	5d	7d
Control	50.0	25.0	25.0
Double	92.9	99.5	99.5
Normal	92.5	94.2	98.3
Half	90.0	92.5	95.0

APPLICATION TABLE

APPLICATION TYPE	MIX RATE	TIME TO USE
Backpack Air Boat	1-2 fl. oz. or 30-60 mL/1 gal water 32-64 fl. oz. or 1-2 L/500 L of water in lakes, ponds, water tank, etc.	At the start of mosquito infestation

DIRECTIONS FOR USE

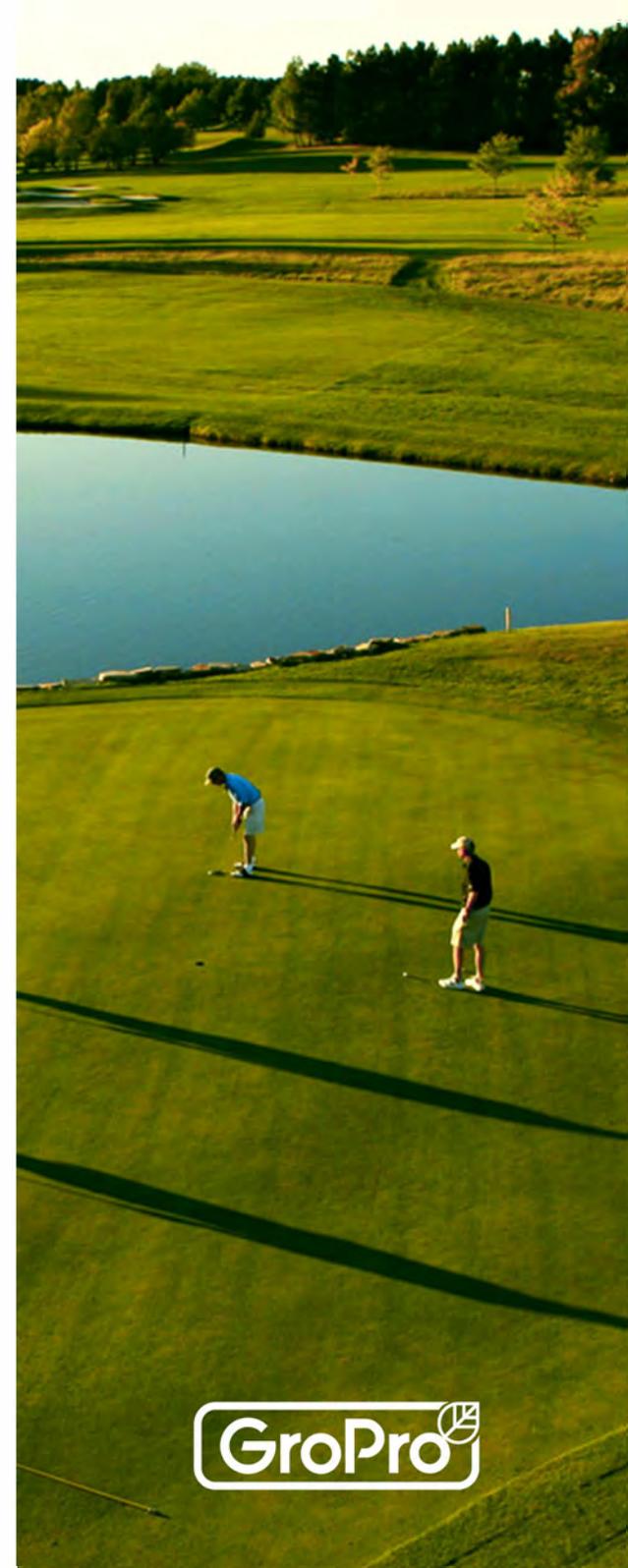
Mix Rate: The mix rate for SKEETER is 1-2 oz or 30-60 ml per one gallon of water or 16oz of Skeeter per surface acre. Depending on severity of outbreak SKEETER may be applied directly to the mosquito infestation, to the plants, to lakes/ponds, or to the soil itself. SHAKE OR MIX THOROUGHLY!
Can be applied via Backpack, Aerial, and Boat.

Fully tank compatible allowing broader applications.



WHERE TO USE

- Rivers near the park and house
- Stagnant water
- Sewage
- Water pipes
- Drainage
- Lakes and ponds
- Old vehicle tires
- etc.





SKEETER IS A UNIQUE PRODUCT



- Skeeter is a unique bio-pesticide as it has 3 distinct actions and multiple life state controls
- Skeeter is tank compatible allowing for one application process
- Skeeter controls eggs, larvae, pupae, and young adults.
- Skeeter has a long control period as we have a proprietary process that allows feeding to occur on the pupae and larvae which in return releases a toxin that expands and kills more eggs.

EFFECTIVENESS FACTS

Skeeter is a superior control mosquito material, a game-changer for the abatement industry. In a period of 24 hours, you will see 80% control and in 48 hours upwards of 98% control and destruction in 72 hours of larvae and pupae.



When you compare prices with other products, Skeeter comes out as a better value because of the following facts:

- It is tank compatible - you can use without any extra steps;
- it is a surface film that spreads itself evenly across the surface.
- It offers immediate control of the water after deployment.
- The live nematodes multiply off the food source, extending the active life of the product up to 30 days.
- It requires fewer trips to manage the water.

SKEETER IS SAFE



Skeeter has a Zero REI meaning you can apply and immediately swim, golf, or walk around the application area. Our products are formulated with the environment and people in mind. Our technology focuses on formulation processes that reduce or eliminate the need for solvents allowing a pure, clean, and safer material for the end-users.

TESTIMONIALS



**RICK
ANDERSON**
Aquatic Balance
(Florida, USA)

"We've used GROPRO products for the last few years in Florida for multiple aquatic management companies in commercial, government, and private use spaces. Skeeter is easy to use. It goes out and spreads evenly across the water. You can see the product cover the surface and then disappear. It leaves no residue, and no new midge or mosquito leaves the water after the first application. Skeeter is unique with its multiple modes of action as well as its residual effect, and it just works great!"



APPLICATION ADVICE

- If you have stagnant standing water Skeeter can be used for immediate control with visual results in 24 hours.
- Skeeter can be applied to the banks of any standing water area such as ponds, ditches, or areas where stagnant water is present.
- Skeeter can also be applied via a mister to control eggs and young adults in the brush along pathways in golf courses, parks and recs, as well as amusement parks or homes.



5E.

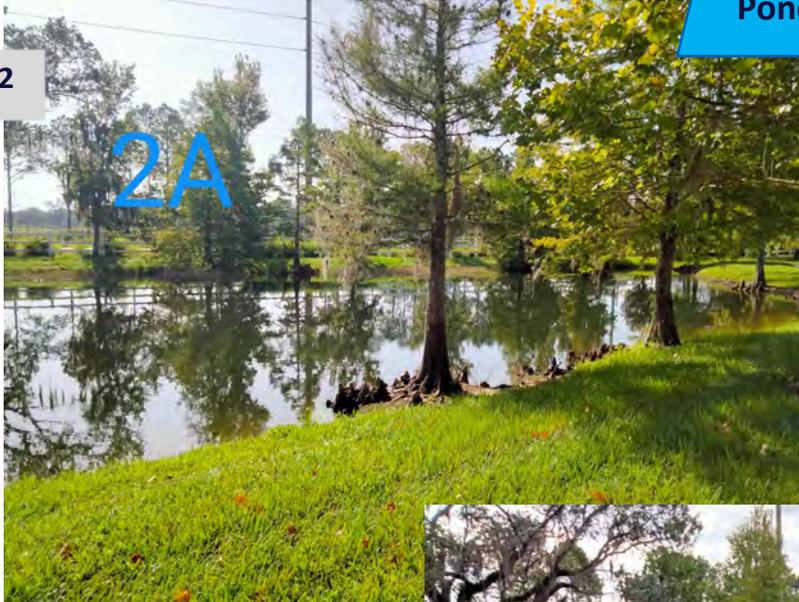
Oak Creek CDD MONTHLY REPORT

Prepared by: Virgil Stoltz, VP & General Manager
Inspected: August 30, 2022



Pond 2A

JULY 2022



AUGUST 2022



POND 2A - Water level is high now. Clear of surface algae. We treated any new vegetative growth with aquatic herbicide today.

Pond 2B



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

Pond 18

JULY 2022



AUGUST 2022

Pond 18 – Water is back to normal levels and the surface is clear of algae. Pond looks good.

SUMP 3

MAY 2022



AUGUST 2022



Sump 3 – Has come a long way since we took the account over in May 2022. Water level is normal now and no surface algae can be seen.



AUGUST 2022

Pond 10 - Water level is high now. The previous exposed Slender Spikerush has died off. The littoral shelf is looking great with dense native plant growth. Any new emergent growth was treated. The surface water is clear of algae.



AUGUST 2022

Pond 9 – This pond was mostly Torpedo Grass a few months ago. Now it looks much better with mostly good plants remaining at the North end. The unwanted vegetation was treated. No surface algae present.

JULY 2022



8A

AUGUST 2022

**Pond 8A -**

This month only a minimal amount of algae was present, which we treated with aquatic herbicide. Good plants growing in nicely.

8B

**Pond 8B -**

The water level is low on the shelf this month; however, the littoral shelf is looking very good with all the native plants. We treated all new emergent growth of invasives with aquatic herbicide.

25

**Pond 25 -**

Pond was clear of algae, treated for new vegetation growth.

Pond continues to look great.

AUGUST 2022



S2

AUGUST 2022



Sumps 1 and 2 -

Both these sumps are looking clear of algae. A little bit of vegetation around the edges, which were treated with aquatic herbicide.

457 LITT SHELF

JUNE 2022



457 Litt Shelf

AUGUST 2022



Pond 457 Littoral Shelf -

We continue to chip away at the *Cattails*, *Torpedo Grass*, and *Primrose Willow*. Native plants can be seen flourishing. The shelf now has water in it and looks much better than it did months ago.

BLUE WATER AQUATICS

SERVICE REPORT

DATE: 8-13-22

CUSTOMER: Oak Creek

AQUATECH: George D

ACCOUNT # _____ WORK ORDER # _____

SITE	INSPECTION	TREATMENT	AIRBOAT	JONBOAT	AQUA-MULE	ATV	BACKPACK	ALGAE	GRASSES	CATTAILS	SUBMERSED	FLOATING	BRUSH	D/OXYGEN	WATER LEVEL	RESTRICTION # DAYS	WEATHER CONDITIONS
11A, 11B, 12	✓														NO		Sunny 78°
8A, 8B, 9, 10	✓																
457, 31, 52	✓																
334, 2B, 2A	✓																
1, 6	✓																

OBSERVATIONS / RECOMMENDATIONS Treated Algae, Tropic Grass, Spikerush, red Ludwigia, pennywort, purple & dog ferns

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: 8-16-22

CUSTOMER: GAKCREEK

AQUATECH: George D

ACCOUNT # _____ WORK ORDER # _____

SITE	INSPECTION	TREATMENT	AIRBOAT	JONBOAT	AQUA-MULE	ATV	BACKPACK	ALGAE	GRASSES	CATTAILS	SUBMERSED	FLOATING	BRUSH	D/OXYGEN	WATER LEVEL RESTRICTION # DAYS	WEATHER CONDITIONS
18, 20, ABC	✓			✓			✓	✓						NO		
22, 25, 23, 26	✓			✓			✓	✓						NO		Sunny
56, 26A, 57	✓			✓			✓	✓						NO		86°
26B, 55, 21, 24	✓			✓			✓	✓						NO		86°
19, 17, 16, 15, 14	✓			✓			✓	✓						NO		86°

OBSERVATIONS / RECOMMENDATIONS Treated Algae, Torpedo Grass, Dog Pennel, Phytolacca, pennywort & Sesuvium

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CUSTOMER

BLUE WATER AQUATICS

SERVICE REPORT

DATE: 8-30-22

CUSTOMER: Oak Creek

AQUATECH: George D

ACCOUNT # _____ WORK ORDER # _____

SITE	INSPECTION	TREATMENT	AIRBOAT	JONBOAT	AQUA-MULE	ATV	BACKPACK	ALGAE	GRASSES	CATTAILS	SUBMERSED	FLOATING	BRUSH	DIOXYGEN	WATER LEVEL	RESTRICTION # DAYS	WEATHER CONDITIONS
11A, 11B, 12, 10	✓			✓			✓	✓							HO		Cloudy 88°
9, 8B, 8A,																	
457, 51, 52, 53																	
3, 54, 2B, 2A																	
6, 1, 18, 15, 14																	
16, 17, 20, a, b, c																	
19, 24, 21, 22																	
23, 55, 25, 26																	
56, 26A, 57, 26B	✓			✓			✓	✓						✓	✓		

OBSERVATIONS / RECOMMENDATIONS Treated Algae, Topped Grass, Dog Bark / Primrose, pennywort & Flat Sedge

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CUSTOMER