Oak Creek Community Development District

Board	l of Supervisors
□ Da	vid Gerald, Chairman
	a Vaile, Vice Chairman
	an Gilbertsen, Assistant Secretary Robert Dvorak, District Engineer
	chael Rudman, Assistant Secretary
	n Watson, Assistant Secretary
	Meeting Agenda November 20, 2023 – 6:00 P.M.

1.	Call to Order / Roll Call
2.	Pledge of Allegiance
3.	Audience Comments (3) minute time limit
4.	Consent Agenda A. Approval of September 18, 2023 Minutes [Page 2] B. Acceptance of the Financial Report [Page 4] C. Acceptance of Arbitrage Rebate Report for the Series 2015A-1 and A-2 [Page 18] D. Motion to Assign Fund Balance [Page 33]
5.	Staff Reports
	A. District Counsel
	B. District Engineer
	i. Discussion of Bust Stop Light [Page 35]
	C. District Manager
	i. Golden Eye Technology - Cameras [Page 52]ii. Basketball Court Resurfacing
	a. Sport Build Supply [Page 57]
	b. Ace Courts Incorporated [Page 59]
	iii. Complete I.T. – Pool Closing Announcement [Page 61]
	iv. Triangle Pool Services - Maintenance Contract 2023-2024 [Page 62]
	D. Aquatics Report
	 i. September 2023 Report (October Previously Sent to Board) [Page 64] ii. Midge Fly Inspection September 2023 Report (October Previously Sent to Board) [Page 75] iii. Midge Fly and Mosquito Control Agreement [Page 77]
6 .	Old Business
7.	New Business A. Aeration Quotes [Page 80]
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- 8. Supervisor Requests and Comments
- 9. Adjournment

Next Meeting January 15, 2024

Meeting Location: 5827 Dean Dairy Road Zephyrhills, FL 33541

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, September 18, 2023 at 6:00 p.m. at 5827 Dean Dairy Road, Zephyrhills, Florida.

Present and constituting a quorum were:

David Gerald Chairman

Lisa Vaile Vice Chairperson
Ryan Gilbertsen 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

• Comments were received regarding the fountain light.

FOURTH ORDER OF BUSINESS

Consent Agenda

- A. Approval of May 15, 2023 and July 17, 2023 Minutes
- B. Acceptance of the Financial Report

On MOTION by Mr. Gerald seconded by Ms. Vaile with all in favor the consent agenda was approved.

FIFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

• None.

- **B.** District Engineer
- None.
 - C. District Manager
- None.
 - **D.** Aquatics Report
 - i. July and August 2023
 - ii. Midge Fly Inspection Reports
- Discussion ensued on midge fly treatments.

SIXTH ORDER OF BUSINESS

Old Business

None.

SEVENTH ORDER OF BUSINESS

Supervisor Requests and Comments

- Mr. Rudman discussed the following:
 - ➤ LMP and the bush install on the bridge.
 - > The basketball net needs to be replaced.
 - ➤ He questioned Bruce's hours, which are currently 32 hours a week.

On MOTION by Mr. Rudman seconded by Mr. Gerald with all in favor Bruce's hourly scheduled was changed to 40 hours per week.

- Pond 6 needs the aerator looked at the third bubbler.
- ➤ He had questions about lights on Pond 1 Fountain.
- Mr. Gerald asked for electrical outlet to be installed outside of the shed.

On MOTION by Mr. Gerald seconded by Mr. Rudman with all in favor adding three months of midge fly treatment in order to provide time to be able to install aerators was approved.

• Mr. Vega will follow up on camera quotes to be presented at the next meeting.

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 6:53 p.m..

Mark Vega, Secretary

Oak Creek Community Development District

Financial Report

September 30, 2023

Prepared by:



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Oak Creek Community Development District

Financial Statements

(Unaudited)

September 30, 2023

Balance Sheet September 30, 2023

ACCOUNT DESCRIPTION	GEN	ERAL FUND		S 2015 DEBT VICE FUND		TOTAL
ASSETS						
Cash - Checking Account	\$	482,462	\$	-	\$	482,462
Due From Other Funds		-		2,647		2,647
Investments:						
Money Market Account		92,872		-		92,872
Acquisition & Construction Account		-		8,054		8,054
Escrow A		-		20		20
Prepayment Fund (A-2)		-		4,061		4,061
Reserve Fund (A-1)		-		153,927		153,927
Reserve Fund (A-2)		-		51,789		51,789
Revenue Fund A		-		97,965		97,965
Sinking Fund (A-1)		-		56		56
Sinking Fund (A-2)		-		15		15
Prepaid Items		6,800		-		6,800
Deposits		4,600		-		4,600
TOTAL ASSETS	\$	586,734	\$	318,534	\$	905,268
LIABILITIES						
Accounts Payable	\$	7,235	\$	_	\$	7,235
•	φ	·	Φ	=	φ	·
Accrued Expenses		315		-		315
Accrued Taxes Payable		(122)		-		(122)
Due To Other Funds		2,647		-		2,647
TOTAL LIABILITIES		10,075		-		10,075
FUND BALANCES						
Nonspendable:						
Prepaid Items		6,800		-		6,800
Deposits		4,600		-		4,600
Restricted for:						
Debt Service		-		318,534		318,534
Assigned to:						
Operating Reserves		127,463		-		127,463
Reserves - Other		120,125		-		120,125
Unassigned:		317,671		-		317,671
TOTAL FUND BALANCES	\$	576,659	\$	318,534	\$	895,193
TOTAL LIABILITIES & FUND BALANCES	\$	586,734	\$	318,534	\$	905,268
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Statement of Revenues, Expenditures and Changes in Fund Balances

ACCOUNT DESCRIPTION	Α	ANNUAL DOPTED BUDGET		MENDED BUDGET	YEAR TO		YTD ACTUA AS A % OF YTD BUDGE	•		SEP-23 CTUAL
REVENUES										
Interest - Investments	\$	300	\$	300	\$	14,444	4814.6	7%	\$	1,951
Interest - Tax Collector	·	100	·	100	•	193	193.0		•	-
Special Assmnts- Tax Collector		598,231		598,231	5	98,231	100.0	0%		_
Special Assmnts- Discounts		(23,929)		(23,929)		22,875)	95.6			-
Other Miscellaneous Revenues		-		-	•	36,861	0.0	0%		-
Access Cards		249		249		811	325.7	0%		45
TOTAL REVENUES		574,951		574,951	6	27,665	109.1	7%		1,996
EXPENDITURES										
Administration										
P/R-Board of Supervisors		10,000		10,000		8,600	86.0	0%		1,000
FICA Taxes		765		765		746	97.5	2%		77
ProfServ-Arbitrage Rebate		600		600		600	100.0	0%		600
ProfServ-Dissemination Agent		1,000		1,000		_	0.0	0%		-
ProfServ-Engineering		30,000		30,000		19,369	64.5	6%		1,320
ProfServ-Legal Services		13,000		13,000		2,682	20.6	3%		-
ProfServ-Mgmt Consulting		47,533		47,533		47,533	100.0			3,961
ProfServ-Property Appraiser		150		150		150	100.0			· -
ProfServ-Trustee Fees		3,233		3,233		3,610	111.6			_
ProfServ-Web Site Maintenance		3,224		3,224		3,351	103.9			_
Auditing Services		3,000		3,000		3,325	110.8			_
Postage and Freight		200		200		177	88.5			12
Rentals & Leases		500		500		-	0.0			-
Public Officials Insurance		2,729		2,729		2,729	100.0			_
Printing and Binding		500		500		3	0.6			_
Legal Advertising		1,000		1,000		1,585	158.5			_
Misc-Assessment Collection Cost		11,965		11,965		11,605	96.9			_
Bank Fees		-		-		15	0.0			15
Misc-Contingency		50		50		100	200.0			8
Office Supplies		125		125		-	0.0			-
Annual District Filing Fee		175		175		175	100.0			_
Total Administration		129,749		129,749	1	06,355	81.9			6,993
Public Safety										
Contracts-Security Services		3,696		3,696		3,696	100.0	0%		-
Total Public Safety		3,696		3,696		3,696	100.0	0%		-
Electric Utility Services										
Electricity - Streetlights		23,000		23,000	;	20,530	89.2	6%		161
Utility Services		10,000		10,000		9,514	95.1	4%		-
Total Electric Utility Services		33,000		33,000	;	30,044	91.0	4%		161

Statement of Revenues, Expenditures and Changes in Fund Balances

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	AMENDED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF YTD BUDGET	SEP-23 ACTUAL
Garbage/Solid Waste Services					
Utility - Refuse Removal	761	761	698	91.72%	_
Solid Waste Disposal Assessm.	825	825	908	110.06%	_
Total Garbage/Solid Waste Services	1,586	1,586	1,606	101.26%	-
Water-Sewer Comb Services					
Utility Services	10,000	10,000	12,430	124.30%	2,267
Total Water-Sewer Comb Services	10,000	10,000	12,430	124.30%	2,267
Flood Control/Stormwater Mgmt					
Contracts-Aquatic Control	24 660	24.660	22 524	95.43%	2 170
•	24,660	24,660	23,534		2,178
Contracts-Aquatic Midge Mgmt	-	5,187	2,611	50.34%	-
Stormwater Assessment	894	894	885	98.99%	-
R&M-Storm Water - Pond	8,000	8,000	8,076	100.95%	382
Total Flood Control/Stormwater Mgmt	33,554	38,741	35,106	90.62%	2,560
Field					
R&M-Lake Bank Reserve	-	-	(4,280)	0.00%	-
Capital Outlay			4,280	0.00%	-
Total Field		-	-	0.00%	-
Other Physical Environment					
Contracts-Landscape	84,000	88,200	82,052	93.03%	691
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	11,231	160.44%	8,245
R&M-Mulch	13,320	13,320	1,440	10.81%	-
R&M-Plant&Tree Replacement	20,000	8,693	5,694	65.50%	-
Total Other Physical Environment	153,496	146,389	109,224	74.61%	8,936
Capital Expenditures & Projects					
Misc-Holiday Lighting	6,800	6,800	_	0.00%	_
Misc-Contingency	12,254	12,254	714	5.83%	-
Total Capital Expenditures & Projects	19,054	19,054	714	3.75%	-
Road and Street Facilities					
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	6,749	56.24%	_
Total Road and Street Facilities	29,400	29,400	6,749	22.96%	-
Clubhouse, Parks and Recreation					
ProfServ-Field Management	7,680	7,680	7,040	91.67%	-
Contracts-Mgmt Services	10,296	10,296	10,296	100.00%	858
~	-,	-,	-,		

OAK CREEK

Statement of Revenues, Expenditures and Changes in Fund Balances

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	AMENDED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF YTD BUDGET	SEP-23 ACTUAL
Octobra d Milita Octobra	45.000	45.000	40.000	00.500/	7.074
Contractual Maint. Services	45,000	45,000	42,086	93.52%	7,274
Telephone/Fax/Internet Services	1,800	1,800	2,309	128.28%	192
R&M-Facility	2,500	2,500	3,756	150.24%	250
R&M-Pools	7,000	7,000	10,237	146.24%	-
R&M Basketball Courts	7,000	7,000	-	0.00%	-
R&M-Playground	1,000	1,000	565	56.50%	-
Misc-Contingency	-	-	222	0.00%	222
Op Supplies - General	4,500	4,500	2,118	47.07%	133
Op Supplies - Clubhouse		-	2,500	0.00%	2,500
Total Clubhouse, Parks and Recreation	96,316	98,236	91,079	92.71%	11,429
<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	397,003	69.05%	32,346
Excess (deficiency) of revenues					
Over (under) expenditures			230,662	0.00%	(30,350)
Net change in fund balance	\$ -	\$ -	\$ 230,662	0.00%	\$ (30,350)
FUND BALANCE, BEGINNING (OCT 1, 2022)	345,997	345,997	345,997		
FUND BALANCE, ENDING	\$ 345,997	\$ 345,997	\$ 576,659		

Statement of Revenues, Expenditures and Changes in Fund Balances

ACCOUNT DESCRIPTION	Α	ANNUAL DOPTED BUDGET	MENDED BUDGET	YE	AR TO DATE ACTUAL	YTD ACTUAL AS A % OF YTD BUDGET	SEP-23 ACTUAL
REVENUES							
Interest - Investments	\$	25	\$ 25	\$	6,421	25684.00%	\$ 1,430
Special Assmnts- Tax Collector		437,163	437,163		437,163	100.00%	-
Special Assmnts- Discounts		(17,487)	(17,487)		(16,716)	95.59%	-
TOTAL REVENUES		419,701	419,701		426,868	101.71%	1,430
EXPENDITURES							
<u>Administration</u>							
Misc-Assessment Collection Cost		8,743	8,743		8,480	96.99%	-
Total Administration		8,743	8,743		8,480	96.99%	-
Debt Service							
Principal Debt Retirement A-1		180,000	180,000		180,000	100.00%	-
Principal Debt Retirement A-2		50,000	50,000		50,000	100.00%	-
Prepayments Series A-2		-	-		10,000	0.00%	-
Interest Expense Series A-1		130,128	130,128		130,128	100.00%	-
Interest Expense Series A-2		48,825	 48,825		48,300	98.92%	 -
Total Debt Service		408,953	408,953		418,428	102.32%	 -
TOTAL EXPENDITURES		417,696	417,696		426,908	102.21%	-
Excess (deficiency) of revenues Over (under) expenditures		2,005	2,005		(40)	-2.00%	 1,430
OTHER FINANCING SOURCES (USES)							
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	\$ 2,005	\$	(40)	-2.00%	\$ 1,430
FUND BALANCE, BEGINNING (OCT 1, 2022)		318,574	318,574		318,574		
FUND BALANCE, ENDING	\$	320,579	\$ 320,579	\$	318,534		

Oak Creek Community Development District

Supporting Schedules

September 30, 2023

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

								ALLOCATIO	N B	Y FUND
Date Received		et Amount Received	(P	scount / enalties) Amount	C	Collection Costs	Gross Amount Received	General Fund	D	ebt Service Fund
Redelved		(COCIVCU		anount		00313	 received	i unu		i dild
Assessments Allocation %	s Lev	ried FY 2023					\$ 1,035,393 100%	\$ 598,231 58%	\$	437,163 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
01/12/23		5,475		161		112	5,748	3,321		2,427
02/07/23		10,271		286		210	10,767	6,221		4,546
03/17/23		12,614		147		257	13,018	7,522		5,497
04/13/23		17,101		-		349	17,450	10,082		7,368
05/10/23		1,911		(92)		39	1,858	1,074		785
06/15/23		6,269		(191)		300	6,378	3,685		2,693
							-	-		-
							-	-		-
TOTAL	\$	975,718	\$	39,591	\$	20,085	\$ 1,035,393	\$ 598,231	\$	437,163
% COLLECTE	ΞD						100%	 100%		100%
TOTAL O/S							\$ 1	\$ (0)	\$	(0)

Cash and Investment Report September 30, 2023

Account Name	Bank Name	Investment Type	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>	
GENERAL FUND						
Checking Account - Operating	BankUnited	Checking	n/a	0.00%	\$327,324	(1)
Checking Account - Operating	Valley Bank	Interest Checking	n/a	5.25%	155,138	(2)
Public Funds Money Market	BankUnited	Money Market	n/a	4.50%	92,872	
			Subtotal-Gei	neral Fund _	\$575,334	•
DEBT SERVICE FUND						
Series 2015 Acquisition Fund	US Bank	Commercial Paper	n/a	5.35%	\$8,054	
Series 2015 Escrow A	US Bank	Commercial Paper	n/a	5.35%	\$20	
Series 2015 Prepayment A-2	US Bank	Commercial Paper	n/a	5.35%	4,061	
Series 2015 Reserve Fund A-1	US Bank	Commercial Paper	n/a	5.35%	153,927	
Series 2015 Reserve Fund A-2	US Bank	Commercial Paper	n/a	5.35%	51,978	
Series 2015 Revenue Fund A	US Bank	Commercial Paper	n/a	5.35%	97,965	
Series 2015 Sinking Fund A-1	US Bank	Commercial Paper	n/a	5.35%	56	
Series 2015 Sinking Fund A-2	US Bank	Commercial Paper	n/a	5.35%	15	
		Sul	ototal-Debt Se	rvice Fund _	\$316,076	•
			Total -	All Funds _	\$891,409	•

^{(1) \$1}K to be paid to US Bank in July.

⁽²⁾ Amount transferred from Bank United in June - \$400K

Oak Creek CDD

Bank Reconciliation

Bank Account No. 0130 BankUnited GF

 Statement No.
 09-30

 Statement Date
 9/30/2023

G/L Balance (LCY)	327,324.15	Statement Balance	330,400.57
G/L Balance	327,324.15	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	330,400.57
Subtotal	327,324.15	Outstanding Checks	3,076.42
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	327,324.15	Ending Balance	327,324.15

Difference 0.00

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstandir	ng Checks					
5/25/2023	Payment	803	SAMUEL E. WATSON, JR	184.70	0.00	184.70
8/8/2023	Payment	840	SAMUEL E. WATSON, JR	184.70	0.00	184.70
8/11/2023	Payment	844	SAMUEL E. WATSON, JR	184.70	0.00	184.70
9/5/2023	Payment	DD3754	Payment of Invoice 004821	591.88	0.00	591.88
9/7/2023	Payment	DD3758	Payment of Invoice 004836	723.05	0.00	723.05
9/10/2023		PAYROLL2	Payroll Taxes - Payroll Ending 08/10/23	122.40	0.00	122.40
9/26/2023	Payment	862	LISA M. VAILE	184.70	0.00	184.70
9/26/2023	Payment	863	MICHAEL RUDMAN	184.70	0.00	184.70
9/26/2023	Payment	864	SAMUEL E. WATSON, JR	184.70	0.00	184.70
9/26/2023	Payment	865	DAVID J. GERALD	184.70	0.00	184.70
9/26/2023	Payment	866	RYAN M. GILBERTSEN	184.70	0.00	184.70
9/29/2023	Payment	DD3757	Payment of Invoice 004831	161.49	0.00	161.49
Total	Outstanding	Checks		3,076.42		3,076.42

Payment Register by Fund For the Period from 09/01/23 to 09/30/23 (Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENE	RAL FU	IND - 001					
CHECK 001		LANDSCAPE MAINTENANCE PROFESSIONALS	178092	SEPTEMBER 2023	R&M-Irrigation	546041-53908 Check Total	\$7,423.50 \$7,423.50
001 001	09/15/23	BLUE WATER AQUATICS, INC BLUE WATER AQUATICS, INC	30579 30580	AUGUST 2023 MIDGE FLY CONTROL MGMT TREATMENT POND WATERWAY TREATMENT AUG 2023	Contracts-Aquatic Control Contracts-Aquatic Control	534067-53801 534067-53801 Check Total	\$373.00 \$1,805.00 \$2,178.00
CHECK 001		GOLDEN EYE TECHNOLOGY, LLC	192SPT23	SEPTEMBER 2023 EXTERIOR MONITORING	Contracts-Security Services	534037-52001 Check Total	\$308.00 \$308.00
CHECK 001		SOLITUDE LAKE MANAGEMENT	PSI010607	SEP 2023 MAINT AERATOR 1, 2 & 3	R&M-Storm Water - Pond	546086-53801 Check Total	\$381.99 \$381.99
CHECK 001		AQUA TRIANGLE 1 CORP	4478	AUG 2023 CLEANING SVCS	R&M-Pools	546074-57231 Check Total	\$995.00 \$995.00
CHECK 001		BRLETIC DVORAK, INC	1194	SEP 2023 ENGG SVCS PROJECT MANAGER	ProfServ-Engineering	531013-51501 Check Total	\$315.00 \$315.00
001 001 001	09/20/23 09/20/23	INFRAMARK, LLC INFRAMARK, LLC INFRAMARK, LLC	101206 101206 101206	SEPTEMBER 2023 MANAGEMENT SERVICES SEPTEMBER 2023 MANAGEMENT SERVICES SEPTEMBER 2023 MANAGEMENT SERVICES	ADMINISTRATIVE FEES FIELD OPS SERVICES RECORD STORAGE FEE	531027-51201 534001-57231 549900-51301	\$3,961.08 \$858.00 \$8.33 \$4,827.41
CHECK 001	# DD3752 09/25/23	FRONTIER FLORIDA LLC - ACH	090123-3175 ACH	SERVICE FROM 9/1/23 TO 9/30/23	Telephone/Fax/Internet Services	541009-57231 Check Total	\$155.98 \$155.98
CHECK 001	# DD3753 09/01/23	S2 HR SOLUTIONS 1C, LLC	202318-INIT ACH	PAY PERIOD ENDING 8/26/23	415-202318	534378-57231 Check Total	\$2,101.14 \$2,101.14
CHECK 001	# DD3754 09/05/23	PASCO COUNTY UTILITIES SERVICES BRANCH - ACH	092823 ACH	SVCS PRD 08/07/23-09/07/23	Utility Services	543063-53601	\$591.88
CHECK 001	# DD3755 09/15/23	S2 HR SOLUTIONS 1C, LLC	202319-INIT	PAY PERIOD ENDING 9/9/23	415-202318	Check Total 534378-57231	\$591.88 \$1,915.04
CHECK 001	# DD3756 09/20/23	S2 HR SOLUTIONS 1C, LLC	202320-INIT	PAY PERIOD ENDING 9/23/23	415-202318	Check Total 534378-57231 Check Total	\$1,156.60

OAK CREEK

Community Development District

Payment Register by Fund For the Period from 09/01/23 to 09/30/23 (Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK	# DD3757						
001	09/29/23	WITHLACOOCHEE RIVER ELECTRIC - ACH	092923 ACH	SERVICE DATE 8/8-9/7/23	Electricity - Streetlighting	543013-53100	\$161.49
						Check Total	\$161.49
CHECK	# DD3758						
001	09/07/23	PASCO COUNTY UTILITIES SERVICES BRANCH - ACH	092023 ACH	SVC PRD 08/08/23-09/07/23	Utility Services	543063-53601	\$723.05
						Check Total	\$723.05
	# DD3759						
001		Elan Financial Services - ACH	082423 ACH	TELEPHONE/INTERNET SVCS	Op Supplies - General	552001-57231	\$53.32
001		Elan Financial Services - ACH	082423 ACH	TELEPHONE/INTERNET SVCS	Telephone/Fax/Internet Services	541009-57231	\$36.41
001		Elan Financial Services - ACH	082423 ACH	TELEPHONE/INTERNET SVCS	Op Supplies - General	552001-57231	\$23.42
001		Elan Financial Services - ACH	082423 ACH	TELEPHONE/INTERNET SVCS	Op Supplies - General	552001-57231	\$4.14
001	09/20/23	Elan Financial Services - ACH	082423 ACH	TELEPHONE/INTERNET SVCS	Op Supplies - General	552001-57231	\$8.00
						Check Total	\$125.29
CHECK	# 862						
001	09/26/23	LISA M. VAILE	PAYROLL	September 26, 2023 Payroll Posting			\$184.70
				, , ,		Check Total	\$184.70
CHECK	# 863					Oncon rotar	Ψ101.10
001	09/26/23	MICHAEL RUDMAN	PAYROLL	September 26, 2023 Payroll Posting			\$184.70
				3		Check Total	\$184.70
CHECK	# 864					Check Total	\$104.70
001		SAMUEL E. WATSON, JR	PAYROLL	September 26, 2023 Payroll Posting			\$184.70
001	03/20/23	CAMOLE E. WATCON, SIX	TATROLL	September 20, 2023 rayron rosang		Charle Total	
CHECK	# 965					Check Total	\$184.70
001		DAVID J. GERALD	PAYROLL	September 26, 2023 Payroll Posting			\$184.70
001	09/20/23	DAVID J. GERALD	FAIROLL	September 20, 2023 Fayron Fosting		-	
CHECK	# 066					Check Total	\$184.70
		RYAN M. GILBERTSEN	PAYROLL	Contember 26, 2022 Payroll Poeting			\$494.70
001	09/20/23	K TAIN IVI. GILDEK I SEIN	PAIKULL	September 26, 2023 Payroll Posting		<u>.</u>	\$184.70
						Check Total	\$184.70
						Fund Total	\$24,282.87
						-	

Total Checks Paid \$24,282.87



LLS Tax Solutions Inc. 2172 W. Nine Mile Rd. #352 Pensacola, FL 32534 Telephone: 850-754-0311

Email: liscott@llstax.com

October 5, 2023

Mr. Stephen Bloom Oak Creek Community Development District c/o Inframark Infrastructure Management Services 210 N. University Dr. Suite 702 Coral Springs, Florida 33071

\$4,140,000 Oak Creek Community Development District (Pasco County, Florida)
Senior Special Assessment Refunding Bonds, Series 2015A-1 and
\$1,260,000 Oak Creek Community Development District (Pasco County, Florida)
Subordinate Special Assessment Refunding Bonds, Series 2015A-2
("Bonds")

Dear Mr. Bloom:

Attached you will find our arbitrage rebate report for the above-referenced Bonds for the annual period ended September 24, 2023 ("Computation Period"). This report indicates that there is no cumulative rebate requirement liability as of September 24, 2023.

The next annual arbitrage rebate calculation date is September 24, 2024. If you have any questions or comments, please do not hesitate to contact me at (850) 754-0311 or by email at liscott@llstax.com.

Sincerely,

Linda L. Scott Linda L. Scott, CPA

cc: Ms. Leanne Duffy, US Bank

Oak Creek Community Development District

\$4,140,000 Oak Creek Community Development District (Pasco County, Florida) Senior Special Assessment Refunding Bonds, Series 2015A-1 and \$1,260,000 Oak Creek Community Development District (Pasco County, Florida) Subordinate Special Assessment Refunding Bonds, Series 2015A-2

For the period ended September 24, 2023



LLS Tax Solutions Inc. 2172 W. Nine Mile Rd. #352 Pensacola, FL 32534 Telephone: 850-754-0311 Email: liscott@llstax.com

October 5, 2023

Oak Creek Community Development District c/o Inframark Infrastructure Management Services 210 N. University Dr. Suite 702 Coral Springs, Florida 33071

Re: \$4,140,000 Oak Creek Community Development District (Pasco County, Florida) Senior Special Assessment Refunding Bonds, Series 2015A-1 and \$1,260,000 Oak Creek Community Development District (Pasco County, Florida) Subordinate Special Assessment Refunding Bonds, Series 2015A-2 ("Bonds")

Oak Creek Community Development District ("Client") has requested that we prepare certain computations related to the above-described Bonds for the period ended September 24, 2023 ("Computation Period"). The scope of our engagement consisted of the preparation of computations to determine the Rebate Requirement for the Bonds for the Computation Period as described in Section 148(f) of the Internal Revenue Code of 1986, as amended ("Code"), and this report is not to be used for any other purpose.

In order to prepare these computations, we were provided by the Client with and have relied upon certain closing documents for the Bonds and investment earnings information on the proceeds of the Bonds during the Computation Period. The attached schedule is based upon the aforementioned information provided to us. The assumptions and computational methods we used in the preparation of the schedule are described in the Summary of Notes, Assumptions, Definitions and Source Information. A brief description of the schedule is also attached.

The results of our computations indicate a negative Cumulative Rebate Requirement of \$(101,105.38) at September 24, 2023. As such, no amount must be on deposit in the Rebate Fund.

As specified in the Arbitrage and Tax Certificate, the calculations have been performed based upon a Bond Yield of 4.4999%. Accordingly, we have not recomputed the Bond Yield.

The scope of our engagement was limited to the preparation of a mathematically accurate Rebate Requirement for the Computation Period based on the information provided to us. The Rebate Requirement has been determined as described in the Code, and regulations promulgated thereunder ("Regulations"), as applicable to the Bonds and in effect on the date of this report. We have no obligation to update this report because of events occurring, or information coming to our attention, subsequent to the date of this report.

LLS Tax Solutions Inc.

Oak Creek Community Development District October 5, 2023

\$4,140,000 (Pasco County, Florida) Senior Special Assessment Refunding Bonds, Series 2015A-1 and \$1,260,000 (Pasco County, Florida) Subordinate Special Assessment Refunding Bonds, Series 2015A-2 For the period ended September 24, 2023

NOTES AND ASSUMPTIONS

- 1. The issue date of the Bonds is September 25, 2015.
- 2. The end of the first Bond Year for the Bonds is September 24, 2016.
- 3. Computations of yield are based upon a 30-day month, a 360-day year and semiannual compounding.
- 4. We have assumed that the only funds and accounts relating to the Bonds that are subject to rebate under section 148(f) of the Code are shown in the attached schedule.
- 5. For investment cash flow purposes, all payments and receipts are assumed to be paid or received, respectively, as shown in the attached schedule. In determining the Rebate Requirement for the Bonds, we have relied on information provided by you without independent verification, and we can therefore express no opinion as to the completeness or suitability of such information for such purposes. In addition, we have undertaken no responsibility to review the tax-exempt status of interest on the Bonds.
- 6. We have assumed that the purchase and sale prices of all investments as represented to us are at fair market value, exclusive of brokerage commissions, administrative expenses, or similar expenses, and representative of arms' length transactions that did not artificially reduce the Rebate Requirement for the Bonds, and that no "prohibited payments" occurred and no "imputed receipts" are required with respect to the Bonds.
- 7. Ninety percent (90%) of the Rebate Requirement as of the next "computation date" ("Next Computation Date") is due to the United States Treasury not later than 60 days thereafter ("Next Payment Date"). (An issuer may select any date as a computation date, as long as the first computation date is not later than five years after the issue date, and each subsequent computation date is no more than five years after the previous computation date.) No other payment of rebate is required prior to the Next Payment Date. The Rebate Requirement as of the Next Computation Date will not be the Rebate Requirement reflected herein but will be based on future computations that will include the period ending on the Next Computation Date. If all of the Bonds are retired prior to what would have been the Next Computation Date, one hundred percent (100%) of the unpaid Rebate Requirement computed as of the date of retirement will be due to the United States Treasury not later than 60 days thereafter.
- 8. For purposes of determining what constitutes an "issue" under section 148(f) of the Code, we have assumed that the Bonds constitute a single issue and are not required to be aggregated with any other bonds.

Oak Creek Community Development District October 5, 2023

\$4,140,000 (Pasco County, Florida) Senior Special Assessment Refunding Bonds, Series 2015A-1 and \$1,260,000 (Pasco County, Florida) Subordinate Special Assessment Refunding Bonds, Series 2015A-2 For the period ended September 24, 2023

NOTES AND ASSUMPTIONS (cont'd)

- 9. The accrual basis of accounting has been used to calculate earnings on investments. Earnings accrued but not received at the last day of the Computation Period are treated as though received on that day. For investments purchased at a premium or a discount (if any), amortization or accretion is included in the earnings accrued at the last day of the Computation Period. Such amortization or accretion is computed in such a manner as to result in a constant rate of return for such investment. This is equivalent to the "present value" method of valuation that is described in the Regulations.
- 10. No provision has been made in this report for any debt service fund. Under section 148(f)(4)(A) of the Code, a "bona fide debt service fund" for public purpose bonds issued after November 10, 1988, is not subject to rebate if the average maturity of the issue of bonds is at least five years and the rates of interest on the bonds are fixed at the issue date. It appears and has been assumed that the debt service fund allocable to the Bonds qualifies as a bona fide debt service fund, and that this provision applies to the Bonds.
- 11. The District issued the Bonds to provide funds, to, together with certain other available funds, (a) refund, on a current refunding basis, all of the District's Special Assessment Bonds, Series 2004 originally issued on November 2, 2004 in the aggregate principal amount of \$6,520,000, (b) fund the Series 2015A-1 and Series 2015A-2 Debt Service Reserve Accounts, and (d) pay costs of issuing of the Bonds.

Oak Creek Community Development District October 5, 2023

\$4,140,000 (Pasco County, Florida) Senior Special Assessment Refunding Bonds, Series 2015A-1 and \$1,260,000 (Pasco County, Florida) Subordinate Special Assessment Refunding Bonds, Series 2015A-2 For the period ended September 24, 2023

DEFINITIONS

- 1. *Bond Year*: Each one-year period that ends on the day selected by the Client. The first and last Bond Years may be shorter periods.
- 2. *Bond Yield*: The yield that, when used in computing the present value (at the issue date of the Bonds) of all scheduled payments of principal and interest to be paid over the life of the Bonds, produces an amount equal to the Issue Price.
- 3. *Allowable Earnings*: The amount that would have been earned if all nonpurpose investments were invested at a rate equal to the Bond Yield, which amount is determined under a future value method described in the Regulations.
- 4. *Computation Date Credit*: A credit allowed by the Regulations as a reduction to the Rebate Requirement on certain prescribed dates.
- 5. *Rebate Requirement*: The excess of actual earnings over Allowable Earnings and Computation Date Credits.
- 6. *Issue Price*: Generally, the initial offering price at which a substantial portion of the Bonds is sold to the public. For this purpose, 10% is a substantial portion.

Oak Creek Community Development District October 5, 2023

\$4,140,000 (Pasco County, Florida) Senior Special Assessment Refunding Bonds, Series 2015A-1 and \$1,260,000 (Pasco County, Florida) Subordinate Special Assessment Refunding Bonds, Series 2015A-2 For the period ended September 24, 2023

SOURCE INFORMATION

<u>Bonds</u> <u>Source</u>

Closing Date Arbitrage and Tax Certificate

Bond Yield Arbitrage and Tax Certificate

<u>Investments</u> <u>Source</u>

Principal and Interest Receipt Amounts

Trust Statements

and Dates

Investment Dates and Purchase Prices

Trust Statements

Oak Creek Community Development District October 5, 2023 \$4,140,000 (Pasco County, Florida) Senior Special Assessment Refunding Bonds, Series 2015A-1 and \$1,260,000 (Pasco County, Florida) Subordinate Special Assessment Refunding Bonds, Series 2015A-2 For the period ended September 24, 2023

DESCRIPTION OF SCHEDULE

SCHEDULE 1 - REBATE REQUIREMENT CALCULATION

Schedule 1 sets forth the amount of interest receipts and gains/losses on sales of investments and the calculation of the Rebate Requirement.

SCHEDULE 1 - REBATE REQUIREMENT CALCULATION

		INVESTMENT	EARNINGS	OTHER	FUTURE VALUE	
		VALUE AT	ON	DEPOSITS	AT BOND YIELD	ALLOWABLE
DATE	FUND/ACCOUNT	COMPUTATION DATE	INVESTMENTS	(WITHDRAWALS)	4.4999%	EARNINGS
9 / 25 / 2020	BEGINNING BALANCE		0.00	7,910.46	9,039.13	1,128.67
10 / 1 / 2020	CONSTRUCTION FUND		0.03	0.00	0.00	0.00
11 / 2 / 2020	CONSTRUCTION FUND		0.03	0.00	0.00	0.00
12 / 1 / 2020	CONSTRUCTION FUND		0.03	0.00	0.00	0.00
1 / 4 / 2021	CONSTRUCTION FUND		0.03	0.00	0.00	0.00
2 / 1 / 2021	CONSTRUCTION FUND		0.03	0.00	0.00	0.00
3 / 1 / 2021	CONSTRUCTION FUND		0.03	0.00	0.00	0.00
4 / 1 / 2021	CONSTRUCTION FUND		0.03	0.00	0.00	0.00
5 / 3 / 2021	CONSTRUCTION FUND		0.03	0.00	0.00	0.00
6 / 1 / 2021	CONSTRUCTION FUND		0.03	0.00	0.00	0.00
7 / 1 / 2021	CONSTRUCTION FUND		0.03	0.00	0.00	0.00
8 / 2 / 2021	CONSTRUCTION FUND		0.03	0.00	0.00	0.00
9 / 1 / 2021	CONSTRUCTION FUND		0.03	0.00	0.00	0.00
10 / 1 / 2021	CONSTRUCTION FUND		0.03	0.00	0.00	0.00
11 / 1 / 2021	CONSTRUCTION FUND		0.03	0.00	0.00	0.00
12 / 1 / 2021	CONSTRUCTION FUND		0.03	0.00	0.00	0.00
1 / 3 / 2022	CONSTRUCTION FUND		0.03	0.00	0.00	0.00
2 / 1 / 2022	CONSTRUCTION FUND		0.03	0.00	0.00	0.00
3 / 1 / 2022	CONSTRUCTION FUND		0.03	0.00	0.00	0.00
4 / 1 / 2022	CONSTRUCTION FUND		0.03	0.00	0.00	0.00
5 / 2 / 2022	CONSTRUCTION FUND		0.03	0.00	0.00	0.00
6 / 1 / 2022	CONSTRUCTION FUND		0.03	0.00	0.00	0.00
7 / 1 / 2022	CONSTRUCTION FUND		0.03	0.00	0.00	0.00
8 / 1 / 2022	CONSTRUCTION FUND		0.03	0.00	0.00	0.00
9 / 1 / 2022	CONSTRUCTION FUND		0.03	0.00	0.00	0.00
10 / 3 / 2022	CONSTRUCTION FUND		0.03	0.00	0.00	0.00
11 / 1 / 2022	CONSTRUCTION FUND		0.03	0.00	0.00	0.00
12 / 1 / 2022	CONSTRUCTION FUND		0.03	0.00	0.00	0.00
1 / 3 / 2023	CONSTRUCTION FUND		0.03	0.00	0.00	0.00
2 / 1 / 2023	CONSTRUCTION FUND		0.03	0.00	0.00	0.00

SCHEDULE 1 - REBATE REQUIREMENT CALCULATION

9 / 24 / 2023

9 / 25 / 2015 ISSUE DATE 9 / 25 / 2020 BEGINNING OF COMPUTATION PERIOD

COMPUTATION DATE

		INVESTMENT	EARNINGS	OTHER	FUTURE VALUE	
		VALUE AT	ON	DEPOSITS	AT BOND YIELD	ALLOWABLE
DATE	FUND/ACCOUNT	COMPUTATION DATE	INVESTMENTS	(WITHDRAWALS)	4.4999%	EARNINGS
3 / 1 / 2023	CONSTRUCTION FUND		0.03	0.00	0.00	0.00
4 / 3 / 2023	CONSTRUCTION FUND		3.12	0.00	0.00	0.00
4 / 3 / 2023	CONSTRUCTION FUND		0.03	0.00	0.00	0.00
5 / 1 / 2023	CONSTRUCTION FUND		24.02	0.00	0.00	0.00
6 / 1 / 2023	CONSTRUCTION FUND		24.94	0.00	0.00	0.00
7 / 3 / 2023	CONSTRUCTION FUND		24.87	0.00	0.00	0.00
8 / 1 / 2023	CONSTRUCTION FUND		12.44	0.00	0.00	0.00
8 / 1 / 2023	CONSTRUCTION FUND		16.62	0.00	0.00	0.00
9 / 1 / 2023	CONSTRUCTION FUND		36.43	0.00	0.00	0.00
		8,053.83	143.37	7,910.46	9,039.13	1,128.67
9 / 25 / 2020	BEGINNING BALANCE		0.00	153,926.57	175,888.94	21,962.37
10 / 1 / 2020	RESERVE FUND A-1		0.63	0.00	0.00	0.00
10 / 2 / 2020	RESERVE FUND A-1		0.00	(0.63)	(0.72)	(0.09)
11 / 2 / 2020	RESERVE FUND A-1		0.65	0.00	0.00	0.00
11 / 3 / 2020	RESERVE FUND A-1		0.00	(0.65)	(0.74)	(0.09)
12 / 1 / 2020	RESERVE FUND A-1		0.63	0.00	0.00	0.00
12 / 2 / 2020	RESERVE FUND A-1		0.00	(0.63)	(0.71)	(80.0)
1 / 4 / 2021	RESERVE FUND A-1		0.65	0.00	0.00	0.00
1 / 5 / 2021	RESERVE FUND A-1		0.00	(0.65)	(0.73)	(80.0)
2 / 1 / 2021	RESERVE FUND A-1		0.65	0.00	0.00	0.00
2 / 2 / 2021	RESERVE FUND A-1		0.00	(0.65)	(0.73)	(0.08)
3 / 1 / 2021	RESERVE FUND A-1		0.59	0.00	0.00	0.00
3 / 2 / 2021	RESERVE FUND A-1		0.00	(0.59)	(0.66)	(0.07)
4 / 1 / 2021	RESERVE FUND A-1		0.65	0.00	0.00	0.00
4 / 2 / 2021	RESERVE FUND A-1		0.00	(0.65)	(0.73)	(0.08)
5 / 3 / 2021	RESERVE FUND A-1		0.63	0.00	0.00	0.00
5 / 4 / 2021	RESERVE FUND A-1		0.00	(0.63)	(0.70)	(0.07)
6 / 1 / 2021	RESERVE FUND A-1		0.65	0.00	0.00	0.00
6 / 2 / 2021	RESERVE FUND A-1		0.00	(0.65)	(0.72)	(0.07)
7 / 1 / 2021	RESERVE FUND A-1		0.63	0.00	0.00	0.00

SCHEDULE 1 - REBATE REQUIREMENT CALCULATION

			INVESTMENT	EARNINGS	OTHER	FUTURE VALUE	
			VALUE AT	ON	DEPOSITS	AT BOND YIELD	ALLOWABLE
DAT	Έ	FUND/ACCOUNT	COMPUTATION DATE	INVESTMENTS	(WITHDRAWALS)	4.4999%	EARNINGS
7 / 2	/ 2021	RESERVE FUND A-1		0.00	(0.63)	(0.70)	(0.07)
8 / 2	/ 2021	RESERVE FUND A-1		0.65	0.00	0.00	0.00
8 / 3	/ 2021	RESERVE FUND A-1		0.00	(0.65)	(0.71)	(0.06)
9 / 1	/ 2021	RESERVE FUND A-1		0.65	0.00	0.00	0.00
9 / 2	/ 2021	RESERVE FUND A-1		0.00	(0.65)	(0.71)	(0.06)
10 / 1	/ 2021	RESERVE FUND A-1		0.63	0.00	0.00	0.00
10 / 4	/ 2021	RESERVE FUND A-1		0.00	(0.63)	(0.69)	(0.06)
11 / 1	/ 2021	RESERVE FUND A-1		0.65	0.00	0.00	0.00
11 / 2	/ 2021	RESERVE FUND A-1		0.00	(0.65)	(0.71)	(0.06)
12 / 1	/ 2021	RESERVE FUND A-1		0.63	0.00	0.00	0.00
12 / 2	/ 2021	RESERVE FUND A-1		0.00	(0.63)	(0.68)	(0.05)
1 / 3	/ 2022	RESERVE FUND A-1		0.65	0.00	0.00	0.00
1 / 4	/ 2022	RESERVE FUND A-1		0.00	(0.65)	(0.70)	(0.05)
2 / 1	/ 2022	RESERVE FUND A-1		0.65	0.00	0.00	0.00
2 / 2	/ 2022	RESERVE FUND A-1		0.00	(0.65)	(0.70)	(0.05)
3 / 1	/ 2022	RESERVE FUND A-1		0.59	0.00	0.00	0.00
3 / 2	/ 2022	RESERVE FUND A-1		0.00	(0.59)	(0.63)	(0.04)
4 / 1	/ 2022	RESERVE FUND A-1		0.65	0.00	0.00	0.00
4 / 4	/ 2022	RESERVE FUND A-1		0.00	(0.65)	(0.69)	(0.04)
5 / 2	/ 2022	RESERVE FUND A-1		0.63	0.00	0.00	0.00
5 / 3	/ 2022	RESERVE FUND A-1		0.00	(0.63)	(0.67)	(0.04)
6 / 1	/ 2022	RESERVE FUND A-1		0.65	0.00	0.00	0.00
6 / 2	/ 2022	RESERVE FUND A-1		0.00	(0.65)	(0.69)	(0.04)
7 / 1	/ 2022	RESERVE FUND A-1		0.63	0.00	0.00	0.00
7 / 5	/ 2022	RESERVE FUND A-1		0.00	(0.63)	(0.67)	(0.04)
8 / 1	/ 2022	RESERVE FUND A-1		0.65	0.00	0.00	0.00
8 / 2	/ 2022	RESERVE FUND A-1		0.00	(0.65)	(0.68)	(0.03)
9 / 1	/ 2022	RESERVE FUND A-1		0.65	0.00	0.00	0.00
9 / 2	/ 2022	RESERVE FUND A-1		0.00	(0.65)	(0.68)	(0.03)
10 / 3	/ 2022	RESERVE FUND A-1		0.63	0.00	0.00	0.00

SCHEDULE 1 - REBATE REQUIREMENT CALCULATION

		INVESTMENT	EARNINGS	OTHER	FUTURE VALUE	
		VALUE AT	ON	DEPOSITS	AT BOND YIELD	ALLOWABLE
DATE	FUND/ACCOUNT	COMPUTATION DATE	INVESTMENTS	(WITHDRAWALS)	4.4999%	EARNINGS
10 / 4 / 2022	RESERVE FUND A-1	_	0.00	(0.63)	(0.66)	(0.03)
11 / 1 / 2022	RESERVE FUND A-1		0.65	0.00	0.00	0.00
11 / 2 / 2022	RESERVE FUND A-1		0.00	(0.65)	(0.68)	(0.03)
12 / 1 / 2022	RESERVE FUND A-1		0.63	0.00	0.00	0.00
12 / 2 / 2022	RESERVE FUND A-1		0.00	(0.63)	(0.65)	(0.02)
1 / 3 / 2023	RESERVE FUND A-1		0.65	0.00	0.00	0.00
1 / 4 / 2023	RESERVE FUND A-1		0.00	(0.65)	(0.67)	(0.02)
2 / 1 / 2023	RESERVE FUND A-1		0.65	0.00	0.00	0.00
2 / 2 / 2023	RESERVE FUND A-1		0.00	(0.65)	(0.67)	(0.02)
3 / 1 / 2023	RESERVE FUND A-1		0.59	0.00	0.00	0.00
3 / 2 / 2023	RESERVE FUND A-1		0.00	(0.59)	(0.60)	(0.01)
4 / 3 / 2023	RESERVE FUND A-1		60.73	0.00	0.00	0.00
4 / 3 / 2023	RESERVE FUND A-1		0.57	0.00	0.00	0.00
4 / 4 / 2023	RESERVE FUND A-1		0.00	(61.30)	(62.60)	(1.30)
5 / 1 / 2023	RESERVE FUND A-1		467.26	0.00	0.00	0.00
5 / 2 / 2023	RESERVE FUND A-1		0.00	(467.26)	(475.53)	(8.27)
6 / 1 / 2023	RESERVE FUND A-1		483.71	0.00	0.00	0.00
6 / 2 / 2023	RESERVE FUND A-1		0.00	(483.71)	(490.45)	(6.74)
7 / 3 / 2023	RESERVE FUND A-1		480.76	0.00	0.00	0.00
7 / 5 / 2023	RESERVE FUND A-1		0.00	(480.76)	(485.48)	(4.72)
8 / 1 / 2023	RESERVE FUND A-1		239.75	0.00	0.00	0.00
8 / 1 / 2023	RESERVE FUND A-1		320.50	0.00	0.00	0.00
8 / 2 / 2023	RESERVE FUND A-1		0.00	(560.25)	(563.86)	(3.61)
9 / 1 / 2023	RESERVE FUND A-1		699.42	0.00	0.00	0.00
9 / 5 / 2023	RESERVE FUND A-1		0.00	(699.42)	(701.06)	(1.64)
9 / 24 / 2023	INTEREST ACCRUAL		541.48	0.00	0.00	0.00
		154,468.05	3,313.30	151,154.75	173,089.28	21,934.53
9 / 25 / 2020	BEGINNING BALANCE		0.00	51,978.13	59,394.41	7,416.28
10 / 1 / 2020	RESERVE FUND A-2		0.21	0.00	0.00	0.00
10 / 2 / 2020	RESERVE FUND A-2		0.00	(0.21)	(0.24)	(0.03)

SCHEDULE 1 - REBATE REQUIREMENT CALCULATION

			INVESTMENT VALUE AT	EARNINGS ON	OTHER DEPOSITS	FUTURE VALUE AT BOND YIELD	ALLOWABLE
[DATE	FUND/ACCOUNT	COMPUTATION DATE	INVESTMENTS	(WITHDRAWALS)	4.4999%	EARNINGS
11 /	2 / 2020	RESERVE FUND A-2		0.22	0.00	0.00	0.00
11 /	3 / 2020	RESERVE FUND A-2		0.00	(0.22)	(0.25)	(0.03)
12 /	1 / 2020	RESERVE FUND A-2		0.21	0.00	0.00	0.00
12 /	2 / 2020	RESERVE FUND A-2		0.00	(0.21)	(0.24)	(0.03)
1 /	4 / 2021	RESERVE FUND A-2		0.22	0.00	0.00	0.00
1 /	5 / 2021	RESERVE FUND A-2		0.00	(0.22)	(0.25)	(0.03)
2 /	1 / 2021	RESERVE FUND A-2		0.22	0.00	0.00	0.00
2 /	2 / 2021	RESERVE FUND A-2		0.00	(0.22)	(0.25)	(0.03)
3 /	1 / 2021	RESERVE FUND A-2		0.20	0.00	0.00	0.00
3 /	2 / 2021	RESERVE FUND A-2		0.00	(0.20)	(0.22)	(0.02)
4 /	1 / 2021	RESERVE FUND A-2		0.22	0.00	0.00	0.00
4 /	2 / 2021	RESERVE FUND A-2		0.00	(0.22)	(0.25)	(0.03)
5 /	3 / 2021	RESERVE FUND A-2		0.21	0.00	0.00	0.00
5 /	4 / 2021	RESERVE FUND A-2		0.00	(0.21)	(0.23)	(0.02)
6 /	1 / 2021	RESERVE FUND A-2		0.22	0.00	0.00	0.00
6 /	2 / 2021	RESERVE FUND A-2		0.00	(0.22)	(0.24)	(0.02)
7 /	1 / 2021	RESERVE FUND A-2		0.21	0.00	0.00	0.00
7 /	2 / 2021	RESERVE FUND A-2		0.00	(0.21)	(0.23)	(0.02)
8 /	2 / 2021	RESERVE FUND A-2		0.22	0.00	0.00	0.00
8 /	3 / 2021	RESERVE FUND A-2		0.00	(0.22)	(0.24)	(0.02)
9 /	1 / 2021	RESERVE FUND A-2		0.22	0.00	0.00	0.00
9 /	2 / 2021	RESERVE FUND A-2		0.00	(0.22)	(0.24)	(0.02)
10 /	1 / 2021	RESERVE FUND A-2		0.21	0.00	0.00	0.00
10 /	4 / 2021	RESERVE FUND A-2		0.00	(0.21)	(0.23)	(0.02)
11 /	1 / 2021	RESERVE FUND A-2		0.22	0.00	0.00	0.00
11 /	2 / 2021	RESERVE FUND A-2		0.00	(0.22)	(0.24)	(0.02)
12 /	1 / 2021	RESERVE FUND A-2		0.21	0.00	0.00	0.00
12 /	2 / 2021	RESERVE FUND A-2		0.00	(0.21)	(0.23)	(0.02)
1 /	3 / 2022	RESERVE FUND A-2		0.22	0.00	0.00	0.00
1 /	4 / 2022	RESERVE FUND A-2		0.00	(0.22)	(0.24)	(0.02)

SCHEDULE 1 - REBATE REQUIREMENT CALCULATION

		INVESTMENT VALUE AT	EARNINGS ON	OTHER DEPOSITS	FUTURE VALUE AT BOND YIELD	ALLOWABLE
DATE	FUND/ACCOUNT	COMPUTATION DATE	INVESTMENTS	(WITHDRAWALS)	4.4999%	EARNINGS
2 / 1 / 2022	RESERVE FUND A-2		0.22	0.00	0.00	0.00
2 / 2 / 2022	RESERVE FUND A-2		0.00	(0.22)	(0.24)	(0.02)
3 / 1 / 2022	RESERVE FUND A-2		0.20	0.00	0.00	0.00
3 / 2 / 2022	RESERVE FUND A-2		0.00	(0.20)	(0.21)	(0.01)
4 / 1 / 2022	RESERVE FUND A-2		0.22	0.00	0.00	0.00
4 / 4 / 2022	RESERVE FUND A-2		0.00	(0.22)	(0.23)	(0.01)
5 / 2 / 2022	RESERVE FUND A-2		0.21	0.00	0.00	0.00
5 / 3 / 2022	RESERVE FUND A-2		0.00	(0.21)	(0.22)	(0.01)
6 / 1 / 2022	RESERVE FUND A-2		0.22	0.00	0.00	0.00
6 / 2 / 2022	RESERVE FUND A-2		0.00	(0.22)	(0.23)	(0.01)
7 / 1 / 2022	RESERVE FUND A-2		0.21	0.00	0.00	0.00
7 / 5 / 2022	RESERVE FUND A-2		0.00	(0.21)	(0.22)	(0.01)
8 / 1 / 2022	RESERVE FUND A-2		0.22	0.00	0.00	0.00
8 / 2 / 2022	RESERVE FUND A-2		0.00	(0.22)	(0.23)	(0.01)
9 / 1 / 2022	RESERVE FUND A-2		0.22	0.00	0.00	0.00
9 / 2 / 2022	RESERVE FUND A-2		0.00	(0.22)	(0.23)	(0.01)
10 / 3 / 2022	RESERVE FUND A-2		0.21	0.00	0.00	0.00
10 / 4 / 2022	RESERVE FUND A-2		0.00	(0.21)	(0.22)	(0.01)
11 / 1 / 2022	RESERVE FUND A-2		0.22	0.00	0.00	0.00
11 / 2 / 2022	RESERVE FUND A-2		0.00	(0.22)	(0.23)	(0.01)
12 / 1 / 2022	RESERVE FUND A-2		0.21	0.00	0.00	0.00
12 / 2 / 2022	RESERVE FUND A-2		0.00	(0.21)	(0.22)	(0.01)
1 / 3 / 2023	RESERVE FUND A-2		0.22	0.00	0.00	0.00
1 / 4 / 2023	RESERVE FUND A-2		0.00	(0.22)	(0.23)	(0.01)
2 / 1 / 2023	RESERVE FUND A-2		0.22	0.00	0.00	0.00
2 / 2 / 2023	RESERVE FUND A-2		0.00	(0.22)	(0.23)	(0.01)
3 / 1 / 2023	RESERVE FUND A-2		0.20	0.00	0.00	0.00
3 / 2 / 2023	RESERVE FUND A-2		0.00	(0.20)	(0.21)	(0.01)
4 / 3 / 2023	RESERVE FUND A-2		20.51	0.00	0.00	0.00
4 / 3 / 2023	RESERVE FUND A-2		0.19	0.00	0.00	0.00

SCHEDULE 1 - REBATE REQUIREMENT CALCULATION

		INVESTMENT	EARNINGS	OTHER	FUTURE VALUE	
		VALUE AT	ON	DEPOSITS	AT BOND YIELD	ALLOWABLE
DATE	FUND/ACCOUNT	COMPUTATION DATE	INVESTMENTS	(WITHDRAWALS)	4.4999%	EARNINGS
4 / 4 / 2023	RESERVE FUND A-2		0.00	(20.70)	(21.14)	(0.44)
5 / 1 / 2023	RESERVE FUND A-2		157.79	0.00	0.00	0.00
5 / 2 / 2023	RESERVE FUND A-2		0.00	(157.79)	(160.58)	(2.79)
6 / 1 / 2023	RESERVE FUND A-2		163.34	0.00	0.00	0.00
6 / 2 / 2023	RESERVE FUND A-2		0.00	(163.34)	(165.62)	(2.28)
7 / 3 / 2023	RESERVE FUND A-2		162.34	0.00	0.00	0.00
7 / 5 / 2023	RESERVE FUND A-2		0.00	(162.34)	(163.93)	(1.59)
8 / 1 / 2023	RESERVE FUND A-2		80.96	0.00	0.00	0.00
8 / 1 / 2023	RESERVE FUND A-2		108.23	0.00	0.00	0.00
8 / 2 / 2023	RESERVE FUND A-2		0.00	(189.19)	(190.41)	(1.22)
9 / 1 / 2023	RESERVE FUND A-2		236.18	0.00	0.00	0.00
9 / 5 / 2023	RESERVE FUND A-2		0.00	(236.18)	(236.74)	(0.56)
9 / 24 / 2023	INTEREST ACCRUAL		182.85	0.00	0.00	0.00
		52,160.98	1,118.83	51,042.15	58,449.02	7,406.87
		214,682.86	4,575.50	210,107.36	240,577.43	30,470.07
	ACTUAL EARNINGS		4,575.50			
	ALLOWABLE EARNINGS		30,470.07			
	ALLOWABLE LAKININGS		30,470.07			
	REBATE REQUIREMENT		(25,894.57)			
	FUTURE VALUE OF 9/24/2020 CUMULAT	IVE REBATE REQUIREMENT	(69,391.86)			
	FUTURE VALUE OF 9/24/2021 COMPUTA	TION DATE CREDIT	(1,945.68)			
	FUTURE VALUE OF 9/24/2022 COMPUTA	TION DATE CREDIT	(1,913.27)			
	COMPUTATION DATE CREDIT		(1,960.00)			
	CUMULATIVE REBATE REQUIREMENT		(101,105.38)			

OAK CREEK COMMUNITY DEVELOPMENT DISTRICT

Motion: Assigning Fund Balances as of 09/30/23

The Board hereby assigns the FY 2023 Reserves as follows:

Reserves - Other (PY) Reserves - Other FY 2023

Total Reserves

120,125 65,100

\$ 185,225

Exhibit "A"

Allocation of Fund Balances

AVAILABLE FUNDS

Anticipated Beginning Fund Balance - Fiscal Year 2023	\$ 30	5,106
Net Change in Fund Balance - Fiscal Year 2023		-
Reserves - Fiscal Year 2023 Additions	6	5,100
Total Estimated Funds - 9/30/2023	37	0,206

ALLOCATION OF AVAILABLE FUNDS

Nonspendable Fund Balance

3,355

Assigned Fund Balance

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

Total Allocation of Available Funds	316,043
Total Unassigned (undesignated) Cash	\$ 54,163

Notes

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

Project Catalog # Type

Prepared by Notes Date



Interactive Menu

- Ordering Information page 2
- Product Specifications page 2
- Energy and Performance Data page 3

Streetworks

LXF / LXT Lexington

Decorative Post Top Luminaire

Typical Applications

Outdoor • Parking Lots • Walkways • Roadways • Building Areas

Product Features





Product Certifications









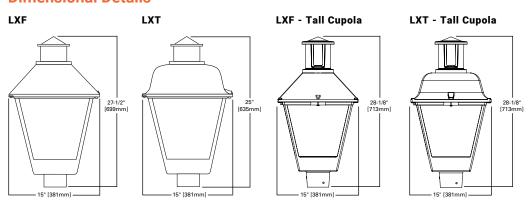




Quick Facts

- Replaces up to 400W equivalent HID
- Asymmetric & Symmetric distributions
- 0-10V dimming driver standard
- UL 1449/MOV surge protection available
- 3G vibration rated

Dimensional Details





Ordering Information

SAMPLE NUMBER: LXF-PA1-20-740-U-T2U-CL-BK-10MSP-PR7

Product Family ¹	Configuration	Wattage Bucket	Color Temperature	Voltage	Distribution	Lens	Finish		
LXF=Lexington LXT=Lexington w/ Traditional Top	PA1=Direct Mount Rectangle (24 LED)	20=20W ² 30=30W 40=40W 50=50W 60=60W 70 =70W 80 =80W 90 =90W 100 =100W	740=70CRI, 4000K 727=70CRI, 2700K ⁵ 827=80CRI, 2700K ⁵ 730=70CRI, 3000K ⁵ 750=70CRI, 5000K ⁵ AMB=Amber 590nm	U=Universal (120-277V) 2=120V ² 8=480V ⁴ 9=347V	T2U=Type II Urban T3=Type III T4W=Type IV Wide SWQ=Type V Square Wide SL3=Type III w/ Spill Control	[Blank]=Open (No Lens) A=Refractive Lens Panels CL=Clear Lens Panel FL=Frosted Lens TL=Textured Lens Panel	BK=Black AP=Grey BZ=Bronze WH=White		
Options (Add as Suffix)		Controls		Accessories (Order Separately)					
10K=Series 10kV UL 1449 Surge Protective Device 20K=Series 20kV UL 1449 Surge Protective Device with light indicator 20K=Series 20kV UL 1449 Surge Protective Device with light indicator 20MSP=Parallel 20kV MOV Surge Protective Device 10MSP=10kV MOV Surge Protection Device HA=50°C High Ambient Temperature S=Snap Latches for Tool-less Light Replacement J=Factory Installed Ladder Rest HSS=House Side Shield TC=Tall Cupola PSC=Photocontrol Shorting Cap NPC=NEMA Photocontrol - Multi-Tap LLPC=Longlife Photocontrol Included FADC=Field Adjustable Dimming Controller BC= Bird Cone 10		SLTD=DALI ³ PR=NEMA Photocontrol Receptacle ⁶ PR7=NEMA 7-PIN Twistlock Photocontrol Receptacle		TA1BK=Decorative Ladder Rest for Field Installation (Black) OA/RA1013=Photocontrol Shorting Cap OA/RA1014=NEMA Photocontrol - 120V OA/RA1016=NEMA Photocontrol - Multi-Tap OA/RA1027=NEMA Photocontrol - 480V OA/RA1027=NEMA Photocontrol - 347V OA/RA1021-NEMA Photocontrol - 347V OA1223=10kV Surge Module Replacement HS-LX-24=Field Installed House Side Shield VGS-ARCH=Short Vertical Drop Shield VGL-ARCH=Long Vertical Drop Shield					
NOTES: 1. Customer is responsible for engineering analysis to confirm pole and fixture compatibility for all applications. Refer to our white paper WP513001EN for additional support information.									

- 2. PAT-20 only available in 120V only.

 3. Only available in universal voltage. Consult your lighting representative at Cooper Lighting Solutions if greater than PAT-80 (83W)
- 4. Only for use with 480V Wye systems. Per NEC, not for use with ungrounded systems, impedance grounded systems or corner grounded systems (commonly known as Three Phase Three Wire Delta, Three Phase High Leg Delta and Three Phase Corner Grounded Delta
- systems).
 Use dedicated IES files when performing layouts. These files are published on the Lexington product page on the website.

- Use dedicated LtS hies when performing layouts. These lites are published on the Lexingt If "PR" selected, dimming functionality not available, leads will be capped. HSS not available with SWQ distribution. HA not available with PAT-100 if paired with HSS option. Use stall cupols to accommodate network control solutions requiring the 7-pin receptacle. Bird cone cannot be ordered with lens panels.

Product Specifications

Construction

- Hinged die-cast aluminum top with cupola cover
- Captive retaining screw
- Die-cast aluminum base housing
- Other finish colors available; Consult your Streetworks representative
- 1" ANSI wattage/source label

Optics

- Choice of five patented, high efficiency AccuLED Optics™ technology manufactured from injectionmolded acrylic
- Optics are precisely designed to shape the light output, maximizing efficiency and application spacing; AccuLED Optics technology creates consistent distributions with the scalability to meet customized application requirements
- Offered standard in various CCTs and minimum 70
- For the ultimate level of spill light control, an optional house-side shield accessory can be field or factory installed
- Optics are IP66 enclosure rated
- Offered open sided as a standard with four lens options

Electrical

- LED drivers mount to die-cast aluminum back housing for optimal heat sinking, operation efficacy, and prolonged life
- Standard drivers feature electronic universal voltage (120-277V, 50/60Hz), 347V 60Hz or 480V 60Hz operation, greater than 0.9 power factor, less than 20% harmonic distortion, and is suitable for operation in -40°C to 40°C ambient environments.
- 10 kV/10 kA common and differential mode and 10 kV MOV surge protection available

Mounting

- Self-aligning pole-top fitter fits 2-3/8" and 3" O.D. tenons
- Square headed 1-1/4" polymer coated mounting bolts

Finish

- Cast components finished in a Super durable TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and
- Optional colors include bronze, grey and white; RAL and custom color matches available

Shipping Data

- Approximate Net Weight: 25 lbs. (11 kgs.)
- Effective Projected Area: 1.7 (Sq. Ft.)

Warranty

- Standard five-year warranty
- Optional ten-year warranty, please see your Cooper Lighting Solutions Streetworks sales representative for more information



Energy and Performance Data

Light Engine	e	PA1-20	PA1-30	PA1-40	PA1-50	PA1-60	PA1-70	PA1-80	PA1-90	PA1-100
Nominal Po	wer (Watts)	21	31	40	54	64	74	83	94	96
Wattage Lal	bel	20	30	40	50	60	70	80	90	100
Current (A)	@120 V	0.18	0.26	0.34	0.45	0.53	0.62	0.70	0.78	0.80
Current (A)	@277V		0.12	0.15	0.21	0.24	0.28	0.31	0.35	0.35
Current (A)	Current (A) @347V		0.10	0.13	0.16	0.19	0.22	0.24	0.28	0.28
Current (A)	@480V		0.07	0.09	0.13	0.14	0.17	0.18	0.21	0.21
Optics										
	4000K	2,799	3,926	5,084	6,557	7,576	8,497	9,287	10,013	10,139
	Lumens per Watt	133	127	127	121	118	115	112	107	106
T2U	BUG Rating	B1-U0-G1	B1-U0-G1	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G3
120	3000K	2,549	3,576	4,630	5,972	6,899	7,738	8,458	9,119	9,234
	Lumens per Watt	121	115	116	111	108	105	102	97	96
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G1	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2
	4000K	2,613	3,666	4,747	6,122	7,073	7,933	8,671	9,349	9,467
	Lumens per Watt	124	118	119	113	111	107	104	99	99
T2U-A	BUG Rating	B1-U2-G1	B1-U3-G2	B2-U3-G2	B2-U3-G2	B2-U3-G2	B2-U3-G3	B3-U3-G3	B3-U3-G3	B3-U3-G3
	3000K	2,380	3,339	4,323	5,576	6,442	7,225	7,897	8,514	8,622
	Lumens per Watt	113	108	108	103	101	98	95	91	90
	BUG Rating	B1-U2-G1	B1-U3-G2	B2-U3-G2	B2-U3-G2	B2-U3-G2	B2-U3-G3	B2-U3-G3	B2-U3-G3	B3-U3-G3
	4000K	2,721	3,817	4,943	6,375	7,365	8,260	9,029	9,735	9,858
	Lumens per Watt	130	123	124	118	115	112	109	104	103
T2U-CL	BUG Rating	B1-U2-G1	B1-U2-G1	B2-U3-G2	B2-U3-G2	B2-U3-G2	B3-U3-G3	B3-U3-G3	B3-U3-G3	B3-U3-G3
	3000K	2,478	3,477	4,502	5,806	6,708	7,523	8,223	8,865	8,978
	Lumens per Watt	118	112	113	108	105	102	99	94	94
	BUG Rating	B1-U2-G1	B1-U2-G1	B2-U3-G2	B2-U3-G2	B2-U3-G2	B2-U3-G2	B3-U3-G3	B3-U3-G3	B3-U3-G3
	4000K	2,604	3,653	4,730	6,100	7,048	7,905	8,640	9,315	9,433
	Lumens per Watt	124	118	118	113	110	107	104	99	98
T2U-TL	BUG Rating	B1-U2-G1	B1-U3-G2	B2-U3-G2	B2-U3-G2	B2-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3
	3000K	2,371	3,327	4,308	5,556	6,419	7,199	7,869	8,484	8,591
	Lumens per Watt	113	107	108	103	100	97	95	90	89
	BUG Rating	B1-U2-G1	B1-U3-G2	B1-U3-G2	B2-U3-G2	B2-U3-G2	B2-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3
	4000K	2,555	3,584	4,640	5,985	6,914	7,755	8,476	9,138	9,254
	Lumens per Watt	122	116	116	111	108	105	102	97	96
T2U-FL	BUG Rating	B1-U3-G2	B1-U3-G2	B1-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3
	3000K	2,326	3,264	4,226	5,450	6,297	7,062	7,719	8,323	8,428
	Lumens per Watt	111	105	106	101	98	95	93	89	88
	BUG Rating	B1-U3-G2	B1-U3-G2	B1-U3-G2	B2-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3
	4000K	2,037	2,858	3,701	4,773	5,514	6,185	6,760	7,288	7,380
	Lumens per Watt	97	92	93	88	86	84	81	78	77
T2U-HSS	BUG Rating 3000K	B0-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2
	Lumens per Watt	1,855	2,603 84	3,371 84	4,347 81	5,022 78	5,632 76	6,156 74	6,638	6,721 70
	BUG Rating	88 B0-U0-G1	84 B1-U0-G1	84 B1-U0-G1	81 B1-U0-G1	78 B1-U0-G1	76 B1-U0-G1	B1-U0-G1	B1-U0-G2	70 B1-U0-G2
	4000K	2,772	3,888	5,035	6,494	7,502	8,414	9,197	9,916	10,041
	Lumens per Watt	132	125	126	120	117	114	111	105	10,041
	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3	B2-U0-G3
SL3	3000K	2,524	3,541	4,586	5,914	6,833	7,663	8,376	9,030	9,145
	Lumens per Watt	120	114	115	110	107	104	101	96	95
	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G3	B1-U0-G3	B2-U0-G3	B2-U0-G3
	DOG KALING	D1-00-61	D1-00-62	D1-00-G2	D1-00-62	D1-00-62	D1-00-63	D1-00-63	DZ-UU-G3	DZ-UU-G3



Light Engine	e	PA1-20	PA1-30	PA1-40	PA1-50	PA1-60	PA1-70	PA1-80	PA1-90	PA1-100
Nominal Po	wer (Watts)	21	31	40	<mark>54</mark>	64	74	83	94	96
Wattage Lal	bel	20	30	40	<mark>50</mark>	60	70	80	90	100
Current (A)	@120V	0.18	0.26	0.34	0.45	0.53	0.62	0.70	0.78	0.80
Current (A)	@277V		0.12	0.15	0.21	0.24	0.28	0.31	0.35	0.35
Current (A)	@347V		0.10	0.13	0.16	0.19	0.22	0.24	0.28	0.28
Current (A)	@480V		0.07	0.09	0.13	0.14	0.17	0.18	0.21	0.21
Optics										
	4000K	2,570	3,606	4,669	6,022	6,958	7,803	8,529	9,196	9,312
	Lumens per Watt	122	116	117	112	109	105	103	98	97
SL3-A	BUG Rating	BUG Rating	BUG Rating	B1-U3-G3	B1-U3-G3	B1-U3-G3	B2-U3-G3	B2-U3-G4	B2-U3-G4	B2-U3-G4
OLO A	3000K	2,341	3,284	4,253	5,484	6,336	7,106	7,767	8,375	8,480
	Lumens per Watt	111	106	106	102	99	96	94	89	88
	BUG Rating	B1-U3-G2	B1-U3-G2	B1-U3-G3	B1-U3-G3	B1-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G4	B2-U3-G4
	4000K	2,640	3,704	4,796	6,185	7,146	8,014	8,760	9,445	9,564
	Lumens per Watt	126	119	120	115	112	108	106	100	100
SL3-CL	BUG Rating	B1-U2-G2	B1-U3-G2	B1-U3-G2	B1-U3-G3	B1-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3
020 02	3000K	2,404	3,373	4,368	5,633	6,508	7,299	7,978	8,601	8,710
	Lumens per Watt	114	109	109	104	102	99	96	91	91
	BUG Rating	B1-U2-G2	B1-U2-G2	B1-U3-G2	B1-U3-G3	B1-U3-G3	B1-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3
	4000K	2,563	3,596	4,656	6,005	6,938	7,781	8,505	9,170	9,286
	Lumens per Watt	122	116	116	111	108	105	102	98	97
SL3-TL	BUG Rating	B1-U3-G2	B1-U3-G2	B1-U3-G3	B1-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G4	B2-U3-G4
020 12	3000K	2,334	3,275	4,241	5,469	6,318	7,086	7,746	8,351	8,456
	Lumens per Watt	111	106	106	101	99	96	93	89	88
	BUG Rating	B1-U2-G2	B1-U3-G2	B1-U3-G3	B1-U3-G3	B1-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3
	4000K	2,507	3,517	4,554	5,873	6,785	7,610	8,318	8,968	9,081
	Lumens per Watt	119	113	114	109	106	103	100	95	95
SL3-FL	BUG Rating	B1-U3-G2	B1-U3-G3	B1-U3-G3	B1-U3-G3	B2-U3-G4	B2-U3-G4	B2-U3-G4	B2-U3-G4	B2-U3-G4
	3000K	2,283	3,203	4,147	5,349	6,180	6,931	7,575	8,167	8,271
	Lumens per Watt	109	103	104	99	97	94	91	87	86
	BUG Rating	B1-U3-G2	B1-U3-G3	B1-U3-G3	B1-U3-G3	B1-U3-G3	B2-U3-G4	B2-U3-G4	B2-U3-G4	B2-U3-G4
	4000K	2,322	3,257	4,217	5,439	6,284	7,047	7,703	8,305	8,410
	Lumens per Watt	111	105	105	101	98	95	93	88	88
SL3-HSS	BUG Rating	B0-U0-G1	B0-U0-G1	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2
	3000K	2,114	2,966	3,841	4,953	5,723	6,418	7,015	7,564	7,659
	Lumens per Watt	101	96	96	92	89	87	85	80	80
	BUG Rating	B0-U0-G1	B0-U0-G1	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2
	4000K	2,800	3,927	5,086	6,559	7,578	8,498	9,289	10,015	10,142
	Lumens per Watt	133	127	127	121	118	115	112	107	106
ТЗ	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G3	B2-U0-G3
	3000K	2,550	3,577	4,631	5,973	6,901	7,740	8,460	9,121	9,236
	Lumens per Watt	121	115	116	111	108	105	102	97	96
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2	B2-U0-G2
	4000K	2,622	3,678	4,763	6,143	7,097	7,960	8,700	9,380	9,498
	Lumens per Watt	125 R1-U2-C2	119 B1-U2-G2	119	114 B1-U2-C2	111	108 R2-112-C2	105 B2-112-C2	100 R2-U2-C4	99
T3-A	BUG Rating	B1-U3-G2	B1-U3-G2	B1-U3-G3	B1-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G4	B2-U3-G4
	3000K	2,338	3,350	4,338	5,594	6,463	7,249	7,923	8,542	8,650
	Lumens per Watt	114	108	108	104	101	98	95	91	90
	BUG Rating	B1-U3-G2	B1-U3-G2	B1-U3-G3	B1-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3



Light Engin	e	PA1-20	PA1-30	PA1-40	PA1-50	PA1-60	PA1-70	PA1-80	PA1-90	PA1-100
Nominal Po	wer (Watts)	21	31	40	54	64	74	83	94	96
Wattage La	bel	20	30	40	50	60	70	80	90	100
Current (A)	@120V	0.18	0.26	0.34	0.45	0.53	0.62	0.70	0.78	0.80
Current (A)	@277V		0.12	0.15	0.21	0.24	0.28	0.31	0.35	0.35
Current (A)	@347V		0.10	0.13	0.16	0.19	0.22	0.24	0.28	0.28
Current (A)	@480V		0.07	0.09	0.13	0.14	0.17	0.18	0.21	0.21
Optics										
	4000K	2,719	3,814	4,939	6,370	7,359	8,253	9,021	9,726	9,849
	Lumens per Watt	129	123	123	118	115	112	109	103	103
T3-CL	BUG Rating	B1-U2-G1	B1-U3-G2	B1-U3-G2	B2-U3-G2	B2-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3
13-01	3000K	2,476	3,473	4,498	5,801	6,702	7,516	8,216	8,858	8,970
	Lumens per Watt	118	112	112	107	105	102	99	94	93
	BUG Rating	B1-U2-G1	B1-U3-G2	B1-U3-G2	B1-U3-G2	B2-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3
	4000K	2,623	3,680	4,765	6,146	7,100	7,963	8,704	9,384	9,503
	Lumens per Watt	125	119	119	114	111	108	105	100	99
T3-TL	BUG Rating	B1-U2-G2	B1-U3-G2	B1-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G4
13-12	3000K	2,389	3,351	4,340	5,597	6,466	7,252	7,927	8,546	8,654
	Lumens per Watt	114	108	109	104	101	98	96	91	90
	BUG Rating	B1-U2-G2	B1-U3-G2	B1-U3-G3	B1-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3
	4000K	2,563	3,595	4,656	6,004	6,937	7,780	8,504	9,169	9,284
	Lumens per Watt	122	116	116	111	108	105	102	98	97
T3-FL	BUG Rating	B1-U3-G2	B1-U3-G3	B1-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G4	B2-U3-G4	B2-U3-G4	B2-U3-G4
13-FL	3000K	2,334	3,274	4,240	5,468	6,318	7,086	7,745	8,350	8,455
	Lumens per Watt	111	106	106	101	99	96	93	89	88
	BUG Rating	B1-U3-G2	B1-U3-G3	B1-U3-G3	B1-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G4	B2-U3-G4	B2-U3-G4
	4000K	2,121	2,975	3,853	4,969	5,740	6,438	7,037	7,587	7,683
	Lumens per Watt	101	96	96	92	90	87	85	81	80
T3-HSS	BUG Rating	B0-U0-G1	B0-U0-G1	B0-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2
101100	3000K	1,931	2,710	3,509	4,525	5,228	5,863	6,409	6,910	6,997
	Lumens per Watt	92	87	88	84	82	79	77	74	73
	BUG Rating	B0-U0-G1	B0-U0-G1	B0-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2
	4000K	2,779	3,899	5,048	6,511	7,522	8,436	9,221	9,942	10,067
	Lumens per Watt	132	126	126	121	118	114	111	106	105
T4W	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G3	B2-U0-G3	B2-U0-G3
	3000K	2,531	3,550	4,598	5,929	6,850	7,683	8,398	9,054	9,168
	Lumens per Watt	121	115	115	110	107	104	101	96	95
	BUG Rating	B1-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B2-U0-G2	B2-U0-G3	B2-U0-G3	B2-U0-G3
	4000K	2,619	3,674	4,757	6,135	7,088	7,949	8,689	9,368	9,486
	Lumens per Watt	125	119	119	114	111	107	105	100	99
T4W-A	BUG Rating	B1-U3-G2	B1-U3-G3	B1-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G4	B2-U3-G4	B2-U3-G4	B2-U3-G4
	3000K	2,385	3,346	4,332	5,587	6,455	7,240	7,913	8,532	8,639
	Lumens per Watt	114	108	108	103	101	98	95	91	90
	BUG Rating	B1-U3-G2	B1-U3-G2	B1-U3-G3	B1-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G4	B2-U3-G4	B2-U3-G4
	4000K	2,712	3,804	4,926	6,353	7,340	8,232	8,998	9,701	9,824
	Lumens per Watt	129	123	123	118	115	111	108	103	102
T4W-CL	BUG Rating	B1-U2-G2	B1-U3-G2	B1-U3-G2	B2-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3
	3000K	2,470	3,465	4,486	5,786	6,685	7,497	8,195	8,835	8,947
	Lumens per Watt	118	112	112	107	104	101	99	94	93
	BUG Rating	B1-U2-G1	B1-U3-G2	B1-U3-G2	B1-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G3



Light Engine	e	PA1-20	PA1-30	PA1-40	PA1-50	PA1-60	PA1-70	PA1-80	PA1-90	PA1-100
Nominal Po	wer (Watts)	21	31	40	54	64	74	83	94	96
Wattage Lal	bel	20	30	40	50	60	70	80	90	100
Current (A)	@120V	0.18	0.26	0.34	0.45	0.53	0.62	0.70	0.78	0.80
Current (A)	@277V		0.12	0.15	0.21	0.24	0.28	0.31	0.35	0.35
Current (A)	@347V		0.10	0.13	0.16	0.19	0.22	0.24	0.28	0.28
Current (A)	@480V		0.07	0.09	0.13	0.14	0.17	0.18	0.21	0.21
Optics										
	4000K	2,595	3,640	4,714	6,079	7,024	7,877	8,610	9,283	9,400
	Lumens per Watt	124	117	118	113	110	106	104	99	98
T4W-TL	BUG Rating	B1-U3-G2	B1-U3-G3	B1-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G4	B2-U3-G4	B2-U3-G4	B2-U3-G4
14W-1L	3000K	2,363	3,315	4,293	5,537	6,397	7,174	7,841	8,454	8,561
	Lumens per Watt	113	107	107	103	100	97	94	90	89
	BUG Rating	B1-U2-G2	B1-U3-G2	B1-U3-G3	B1-U3-G3	B2-U3-G3	B2-U3-G3	B2-U3-G4	B2-U3-G4	B2-U3-G4
	4000K	2,540	3,563	4,614	5,950	6,874	7,710	8,427	9,086	9,200
	Lumens per Watt	121	115	115	110	107	104	102	97	96
T4W-FL	BUG Rating	B1-U3-G2	B1-U3-G3	B1-U3-G3	B2-U3-G3	B2-U3-G4	B2-U3-G4	B2-U3-G4	B2-U3-G5	B2-U3-G5
14W-FL	3000K	2,313	3,245	4,202	5,419	6,261	7,021	7,675	8,274	8,379
	Lumens per Watt	110	105	105	100	98	95	92	88	87
	BUG Rating	B1-U3-G2	B1-U3-G3	B1-U3-G3	B1-U3-G3	B2-U3-G4	B2-U3-G4	B2-U3-G4	B2-U3-G4	B2-U3-G4
	4000K	2,081	2,919	3,780	4,875	5,633	6,317	6,905	7,445	7,539
	Lumens per Watt	99	94	94	90	88	85	83	79	79
T4W-HSS	BUG Rating	B0-U0-G1	B0-U0-G1	B0-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2
14W-H55	3000K	1,895	2,659	3,443	4,440	5,130	5,753	6,288	6,780	6,866
	Lumens per Watt	90	86	86	82	80	78	76	72	72
	BUG Rating	B0-U0-G1	B0-U0-G1	B0-U0-G1	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2
	4000K	2,936	4,118	5,333	6,878	7,946	8,912	9,741	10,502	10,635
	Lumens per Watt	140	133	133	127	124	120	117	112	111
5WQ	BUG Rating	B2-U0-G1	B3-U0-G1	B3-U0-G2	B3-U0-G2	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2
SWQ	3000K	2,674	3,751	4,857	6,264	7,237	8,116	8,871	9,565	9,685
	Lumens per Watt	127	121	121	116	113	110	107	102	101
	BUG Rating	B2-U0-G1	B3-U0-G1	B3-U0-G1	B3-U0-G2	B3-U0-G2	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2
	4000K	2,765	3,879	5,023	6,478	7,485	8,394	9,175	9,892	10,017
	Lumens per Watt	132	125	126	120	117	113	111	105	104
5WQ-A	BUG Rating	B2-U3-G2	B2-U3-G2	B3-U3-G3	B3-U3-G3	B3-U3-G3	B3-U3-G3	B3-U3-G3	B4-U3-G4	B4-U3-G4
ong A	3000K	2,518	3,533	4,575	5,900	6,816	7,645	8,356	9,009	9,123
	Lumens per Watt	120	114	114	109	106	103	101	96	95
	BUG Rating	B2-U3-G2	B2-U3-G2	B3-U3-G3						
	4000K	2,845	3,991	5,168	6,665	7,701	8,637	9,440	10,178	10,306
	Lumens per Watt	135	129	129	123	120	117	114	108	107
5WQ-CL	BUG Rating	B2-U3-G1	B3-U3-G2	B3-U3-G2	B3-U3-G3	B3-U3-G3	B3-U3-G3	B4-U3-G3	B4-U3-G3	B4-U3-G3
	3000K	2,591	3,635	4,707	6,070	7,013	7,865	8,597	9,269	9,386
	Lumens per Watt	123	117	118	112	110	106	104	99	98
	BUG Rating	B2-U2-G1	B3-U3-G2	B3-U3-G2	B3-U3-G2	B3-U3-G3	B3-U3-G3	B3-U3-G3	B4-U3-G3	B4-U3-G3
	4000K	2,753	3,863	5,002	6,451	7,453	8,358	9,136	9,850	9,974
	Lumens per Watt	131	125	125	119	116	113	110	105	104
5WQ-TL	BUG Rating	B2-U3-G2	B3-U3-G2	B3-U3-G3	B3-U3-G3	B3-U3-G3	B3-U3-G3	B3-U3-G3	B4-U3-G3	B4-U3-G3
	3000K	2,508	3,518	4,555	5,875	6,787	7,612	8,320	8,971	9,084
	Lumens per Watt	119	11	114	109	106	103	100	95	95
	BUG Rating	B2-U3-G2	B2-U3-G2	B3-U3-G3						



Light Engin	e	PA1-20	PA1-30	PA1-40	PA1-50	PA1-60	PA1-70	PA1-80	PA1-90	PA1-100
Nominal Po	wer (Watts)	21	31	40	54	64	74	83	94	96
Wattage La	bel	20	30	40	50	60	70	80	90	100
Current (A)	@120V	0.18	0.26	0.34	0.45	0.53	0.62	0.70	0.78	0.80
Current (A)	@277V		0.12	0.15	0.21	0.24	0.28	0.31	0.35	0.35
Current (A)	@347V		0.10	0.13	0.16	0.19	0.22	0.24	0.28	0.28
Current (A)	@480V		0.07	0.09	0.13	0.14	0.17	0.18	0.21	0.21
Optics										
	4000K	2,703	3,792	4,910	6,333	7,316	8,206	8,969	9,670	9,792
	Lumens per Watt	129	122	123	117	114	111	108	103	102
EWO FI	BUG Rating	B2-U3-G2	B2-U3-G3	B3-U3-G3	B3-U3-G3	B3-U3-G3	B3-U3-G3	B3-U3-G4	B3-U4-G4	B3-U4-G4
5WQ-FL	3000K	2,462	3,453	4,472	5,767	6,663	7,473	8,168	8,807	8,918
	Lumens per Watt	117	111	112	107	104	101	98	94	93
	BUG Rating	B2-U3-G2	B2-U3-G2	B3-U3-G3	B3-U3-G3	B3-U3-G3	B3-U3-G3	B3-U3-G3	B3-U3-G4	B3-U3-G4

Lumen Maintenance

Light Engine	Ambient	TM-21 Lumen Mainentance	Theoretical L70
	Temperature	(60,000 Hours)	(Hours)
PA1	Up to 40°C	> 98%	> 800,000

FADC Settings

FADC Position	Percent of Typical Lumen Output
1	25%
2	46%
3	55%
4	62%
5	72%
6	77%
7	82%
8	85%
9	90%
10	100%

Note: +/-5% typical value

Lumen Multiplier

Ambient Temperature	Lumen Multiplier
10°C	1.02
15°C	1.01
25°C	1.00
40°C	0.99
50°C	0.96





Your Touchstone Energy® Partner





INVOICE

Custom	ner	
Name	Oak Creek CDD	
Attn	210 N. University Dr. Suite 702	
Address	Coral Springs, FL 33071	

Date	11/06/23	WREC W.O. Number	
Job Location	Oak Creek		
Account Number	1458362		

Qty	Description	Unit Price	TOTAL
1	Material & Construction	\$5,643.71	\$5,643.71
1	Bore no rock	\$4,221.65	\$4,221.65
1	Bore with rock encountered (\$4749.78)		\$0.00
		<u> </u>	
 	i 		
	<u> </u>		
i 	<u> </u>		
 	<u> </u>	<u> </u>	
		TOTAL	\$9,865.36

Please remit to: W.R.E.C.

> **Attn: Customer Service Dept. 30461 Commerce Drive** San Antonio, FL 33576

Cost Estimates are valid for 6 months from the date listed above

Your Touchstone Energy® Partner **X





INVOICE

Customer	
Name	Oak Creek CDD
Attn	210 N. University Dr. Suite 702
Address	Coral Springs, FL 33071

, Date	11/06/23	Work Order Number
Job Location	Oak Creek	
Account Number	1458362	

Qty	Description	Unit Price	TOTAL
1	5 Year Street Light Deposit	\$2,200.00	\$2,200.00
1	2 Month Deposit	\$79.00	
1	Connection Fee	\$65.00	\$65.00
	<u> </u>		
}			
	<u> </u>		
ļ 			
		TOTA	\$2,265.00

Please remit to: W.R.E.C.

Attn: Adam Stapleton, Engineering Dept.

30461 Commerce Drive San Antonio, FL 33576

For questions regarding this statement, please contact: Adam Stapleton at Extension # 1131 Cost Estimates are valid for 6 months from the date listed above

STREET/OUTDOOR LIGHTING AGREEMENT (New Lighting)

THIS STREET/OUTDOOR LIGHTING AGREEMENT (together with any and all appendices, addenda, exhibits and schedules attached hereto, this "Agreement"), effective as of the 6th day of November 2023, by and between **Withlacoochee River Electric Cooperative**, **Inc.**, a non-profit Florida corporation, with a principal place of business at PO Box 278, Dade City, Florida 33526-0278 ("WREC"), and. , Oak Creek CDD whose address is 210 N. University Dr. Suite 702 Coral Springs, FL 33071 ("Customer").

WITNESSETH:

WHEREAS, Customer is in possession of the real property located at Oak Creek Subdivision_ and more particularly described in <u>Exhibit A</u> attached hereto (the "Property"); and

WHEREAS, Customer desires WREC to construct, maintain and operate a street lighting system as more particularly described in <u>Exhibit B</u> attached hereto (the "System") on the Property.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. SCOPE OF SERVICES

- (a) Pursuant to the terms of this Agreement and WREC's current rules and regulations, WREC shall construct, maintain, and operate the System as shown on the maps, drawings and specifications attached hereto in <u>Exhibit B</u> and furnish all of the electric power and energy necessary for the operation of the System on the Property.
- (b) WREC, whenever it shall find it necessary for the purpose of making repairs upon or improvements in any part of its electric transmission or distribution lines or equipment, shall have the right to suspend temporarily service to the System, but in all such cases reasonable notice thereof shall be given to the Customer, if circumstances permit, and the making of repairs and improvements shall be prosecuted as rapidly as may be practicable.
- (c) The Customer shall grant to WREC all permits, franchises, or authority including a free and continuous right-of-way, necessary to construct, operate, and maintain the System in the streets of or upon the Property.
- (d) The Customer shall become a member of WREC, shall pay the membership fee and be bound by the provisions of the Articles of Incorporation and By-laws of WREC and by such rules and regulations as may from time to time be adopted by WREC. In the event there is a conflict between the terms and conditions of this Agreement and WREC's By-laws or any rule or regulation adopted by WREC, the term and conditions of this Agreement shall prevail.

2. TERM; TERMINATION

- (a) This Agreement shall become effective on the date first written above and shall remain in effect until five (5) years following the start of the initial billing period and thereafter until terminated by either party giving to the other twelve (12) months' notice in writing. In addition, WREC shall have the right to terminate this Agreement pursuant to WREC's Service Rules and Regulations and WREC's Articles of Organization and By-laws.
- (b) Upon termination of this Agreement in any manner, WREC shall have the right to remove from the Property any equipment which WREC may have installed to provide service hereunder.

3. SYSTEM MALFUNCTIONS

- (a) It shall be the Customer's responsibility to notify WREC in the event of failure of a lighting unit within the System. WREC assumes no responsibility to inspect any lighting units within the System to determine whether they were properly functioning until after such time that WREC has been notified that a unit has malfunctioned. Moreover, if an alleged outage notification is not logged into WREC's reporting registry, it is presumed that no call was ever placed by the Customer and that no outage report was received by WREC.
- (b) WREC will normally repair a malfunctioning or inoperative streetlight or lighting unit within 60 days of receiving notification that the light has malfunctioned. However, the repair may take up to 180 days, and may take longer than 180 days if the customer causes a delay. Further, WREC may require 365 days or longer to repair or to replace the light in the event of a declared state of emergency or natural disaster.

4. DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

- (a) WREC shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of WREC, WREC shall not be liable for damages caused thereby.
- (b) The Customer is responsible for all aspects of the design of the System's lighting plan. WREC has not conducted any study regarding the application of a particular lighting unit for the Customer's lighting needs and WREC assumes no responsibility for the adequacy or appropriateness of the System's lighting unit. Furthermore, WREC makes no warranties as to the adequacy, sufficiency or appropriateness of the System's lighting for purposes of safety, security or other illumination. It is the Customer's responsibility to select the size, style and location of the lighting units and to monitor whether the lighting units that they have requested from WREC are adequate for the Customer's particular needs. It also is the Customer's responsibility to request that WREC change any aspect of the lighting unit within the System if the unit is not adequate for the Customer's needs. The Customer must pay for any appropriate charges and fees for any requested changes.

- (c) WREC does not guarantee continuous lighting within the System and will not be liable to any person or entity for damages related to any interruption, deficiency or failure of a light. WREC will use normal industry practices to attempt to furnish reliable electrical energy to the System and will repair the System after notification, but WREC does not and cannot guarantee 100% reliability. WREC reserves the right to interrupt service to the System or a lighting unit within the System at any time for necessary repairs to lines or equipment.
- (d) Customer herewith indemnifies and holds harmless WREC from any and all liability or damage that WREC or any other person or entity may suffer as a result of, or in any way relating to or arising out of, the design or operation of the System, including, but not limited to, the appropriateness of the System or the illumination of any lighting unit within the System to provide safety or security to third parties.

5. TERMS OF PAYMENT

- (a) The initial billing period shall start when the Customer begins using electric power and energy, or ten (10) days after WREC notifies the Customer in writing that the System is available hereunder, whichever shall occur first.
- (b) The Customer shall pay WREC pursuant to WREC's current rules and regulations adopted by WREC for the System and all electricity furnished hereunder. If the Customer shall fail to make any such payment within the time period provided in WREC's current rules and regulations, WREC may discontinue service to the Customer upon giving ten (10) days' written notice to the Customer of its intention so to do, provided, however, that nothing herein contained shall relieve the Customer of its obligation to receive electrical service in accordance with the provisions of this Agreement.
- (c) The Customer agrees that the rates charged for street lighting shall be those rates specified in the WREC's Rate Schedule "AL" attached hereto as Exhibit C, which may be adjusted from time to time in WREC's sole and absolute discretion. Such adjusted rate schedules shall be on file with the Florida Public Service Commission. Customer shall provide WREC with cash, a bond or letter of credit to secure the payment of the total amount of fixture and pole charges that remain owed to WREC in the event this Agreement is terminated within five (5) years of the start of Customer's initial billing period.
- (d) Transfer of fixtures from one location to another on the Property at the request of the Customer shall be at the expense of the Customer. All charges hereunder are subject to Florida State Sales Tax unless Customer is exempt therefrom. Replacement of lamps, glassware and accessory equipment willfully or maliciously broken by persons unknown shall be paid for by the Customer at WREC's replacement cost.

6. <u>ASSIGNMENT</u>

No party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other party; any such attempted assignment shall be null and void.

7. SUCCESSORS

This Agreement binds the heirs, executors, administrators, successors and assigns of the respective parties with respect to all covenants herein, and cannot be changed except by written agreement signed by both parties.

8. SURVIVAL

The provisions of this Agreement which by their nature are intended to survive, shall survive completion, expiration, recession or termination of this Agreement.

9. GOVERNING LAW

The validity of this Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the parties hereto shall be governed by the laws of the State of Florida, without regard to its conflict of laws principles.

10. SEVERABILITY

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision(s) shall be replaced by a mutually acceptable provision(s), which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision(s).

11. <u>HEADINGS</u>

The headings in this Agreement are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.

12. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.

13. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER

- (a) No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the party against whom enforcement thereof is sought.
- (b) A failure or delay of any party to this Agreement to enforce at any time any of the provisions of this Agreement or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

14. <u>ENTIRETY OF AGREEMENT</u>

This Agreement together with all appendices, exhibits, schedules, attachments and addenda attached hereto constitute the entire agreement between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have executed this Agreement as of the day and year first set forth above.

CUSTOMER	WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.		
	Ada Step		
Signature	Signature		
Printed Name of Customer	Adam P. Stapleton Engineer Tech Printed Name and Title		
Title			
Date			

EXHIBIT A Legal Description 06-26-21-0020-00R00-0000

Assessed in Section 06, Township 26 South, Range 21 East of Pasco County, Florida

OAK CREEK PHASE ONE PB 53 PG 040 TRACT R OR 7122 PG 380

EXHIBIT B

Type	<u>Description</u>	<u>Quantity</u>
210	LED Coach 100W EQ Stock# 6669	2
970	Designer Stock# 6840	2

EXHIBIT C

<u>Type</u>	<u>Description</u>	Rate
210	LED Coach 100W EQ Stock# 6669	\$12.80
970	Designer Stock# 6840	\$6.75

GOLDEN EYE TECHNOLOGY, LLC

Intelligent Technology & Surveillance



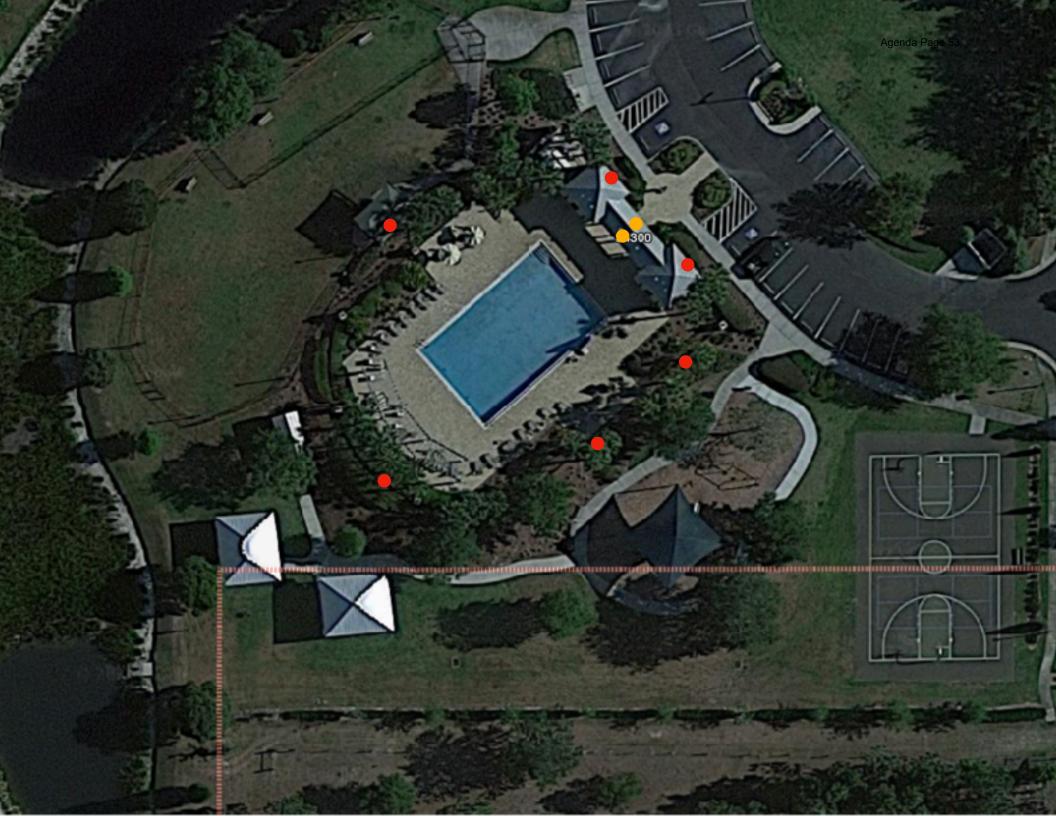
INVOICE

Date: Sept 25th, 2023 **Attention:** Oakcreek

Project title: Upgrade cameras **Invoice Number:** 102597

Terms: Due

DESCRIPTION	QUANTITY	EACH	NEW	7 PRICE
Outdoor I2MP I80 FOV IP Camera	8	\$ 500.00	\$	4,000.00
Outdoor Mounts	8	\$ 32.00	\$	256.00
Wireless Point to Point	3	\$ 295.00	\$	885.00
PoE power at Outlets (x3) - Inside Box	3	\$ 85.00	\$	255.00
PoE power in building (splitter) - on each side	2	\$ 95.00	\$	190.00
Labor (2 techs) - 3 hours per camera	24	\$ 105.00	\$	2,520.00
2			\$	8,106.00
		Total	\$	8,106.00



From: <u>Vega, Mark</u>

To: <u>Slaughter, Mona</u>; <u>Demarco, Sandra</u>

Cc: <u>seat5@oakcreekcdd.org</u>

Subject: Oak Creek CDD - Agenda Item Proposal for Camera System upgrade

Date: Monday, September 25, 2023 5:29:43 PM

Attachments: OakcreekInvoice1.pdf

OakcreekLayout1.pdf

From: Jeff Hager <vvsecurity@me.com>
Sent: Monday, September 25, 2023 4:50 PM
To: Vega, Mark <mark.vega@inframark.com>
Subject: Re: Oak Creek CDD - Camera upgrades

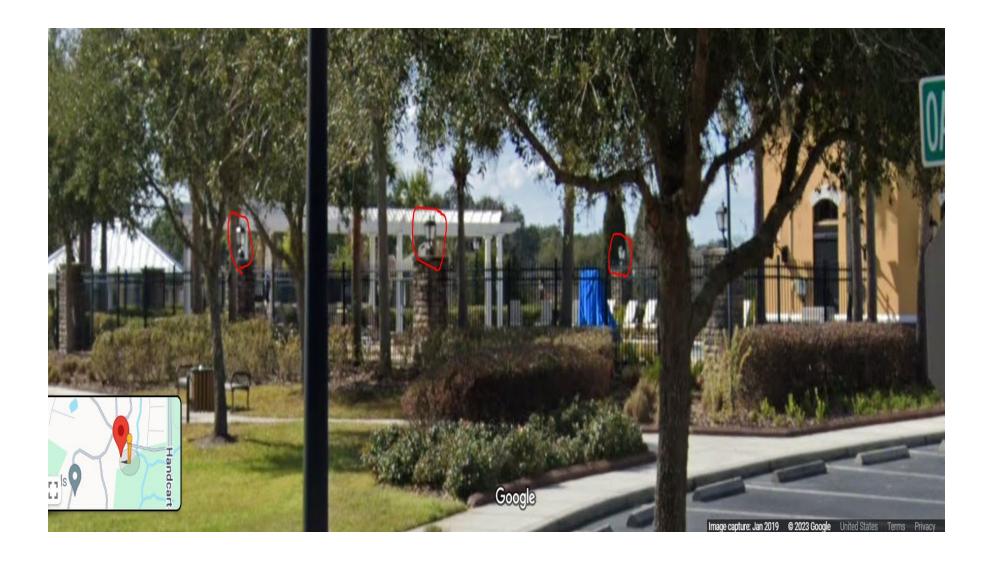
Hello,

Attached is the invoice and layout for 8 new cameras.

Since the cameras are very wide view, you will not need as many. If by chance, we missed one or two cameras that you need, I will supply at no charge. But I think we will be ok.

Thanks,

Dr. Jeff Hager Golden Eye Technology 813.802.8498







Game Courts/Synthetic Turf and game turf/Specialty Coatings/Site Amenities

10806 Main St Thonotosassa FL #752 33592 * 813-296-0354 * sportbuildsupply@gmail.com

Work Order Estimate
Inframark – Attn Mark Vega
Resurface basketball court
Oak Creek CCD
34300 Spring Oak Trail
Wesley Chapel FL

9 October 2023

Attention Mark Vega,

We are pleased to submit the following proposal to Oak Creek for game court resurfacing. Sport Build Supply is a Sports Construction maintenance, supply and installation company specializing in outdoor Sports Game Courts, specialty coatings, Synthetic Turf and Synthetic Turf game fields. Our work is methodical, deliberate, on time and accurate.

Scope

Repair and resurface approximately 45 x 50' of existing outdoor basketball game court with repairs and new color coat.

Inspection and Site Visit Findings

In general terminology. The existing basketball court on this property was mostly in very good condition with a few exceptions. A few small divets here and there from a bicycle or skateboard. The last one quarter of court, furthest away from parking lot, has a series of birdbath locations to be repaired. This section also has a circular cracking under the basketball hoop. There are some tire tracks side by side the width of an obvious car. Finally, the entire court requires pressure washing to remove grime and mold. We will be submitting 2 recommendations. We can value engineer both our recommendations and would be happy to discuss options and cost further savings.

Note: While inspecting court we met Bruce... maintenance supervisor for property outdoors. Walked through solutions, answered questions.

Proposal #1 \$15,390.66

This includes full inspection of court planarity and correction within reason, cleaning to include pressure washing entire court, repairing any imperfections, providing 2 to 4 finish coats of a highly durable colored recreational surfacing. Paint white or colored game lines to existing court unless requested otherwise.

Note: New color finish on ½ of court with blemishes. We can discuss coatings on entire court.

Proposal #2 \$17,030.14

Adding 25 x 50' of comprehensive protective Fiberglass surfacing to prevent future crack appearance. This system may be altered in square footage to alter cost to customer.

General Conditions

The Client/customer will be responsible for obtaining any permitting required for beginning work on project. Customer providing potable water access within 75 feet, electrical access within 75 feet. Please let us know. Should any unforeseen delays from weather or below surface surprises, Sport Build Supply representative will notify client to determine how to assess and rectify. Any additional costs will be discussed then.

NOTE: Exclusions: Permits, surveys, inspections, electrical, irrigation, traffic control. Weather permitting for surface coating and favorable site condition requirements: surface foundation temperature 60° f+, clear skies, surface area exposed to sunlight with no shadows on the court for proper drying and curing of the coatings. Shading may extend cure time.

PRICE QUOTED IS GOOD FOR 30 DAYS FROM DATE ABOVE

Terms

Upon acceptance 50% deposit required. Balance Net 15

We look forward to serving you,



Dan Brown
Sr Estimator
813-296-0354
sportbuildsupply@gmail.com

2421 Kumquat Drive Edgewater, FL 32141

Estimate

Date	Estimate #	
4/12/2022	34	

Name / Address		
Oak Creek CDD		

Project

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

Ace Courts Incorporated

2620 Neverland Drive New Smyrna Beach, FL 32168

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Date	Estimate #	
10/11/2023	73	

Name / Address		
Oak Creek CDD		

Project

Description	Qty	Rate	Total
Clean as necessary Machine sand entire surface with 16 grit sandpaper *Patch cracks with acrylic patch material Patch to 1/8" after surrounding areas have dried. (Court must have proper slope 1" every 10ft to allow for proper drainage. Machine sand cracks and patched low areas to court level Apply (1) coat acrylic resurfacer to entire surface Apply (2) coats color to entire surface as follows:		0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00
Interior - (Light Green) exterior - (Dark Green) Reline Basketball court Apply two sets of Pickleball lines to Basketball Court		0.00 8,775.00	0.00 8,775.00
		Total	\$8,775.00

2664 Cypress Ridge Blvd | Suite 103 Wesley Chapel, FL. 33544 https://completeit.io (813) 444-4355



Customer Contact Information:

Oak Creek CDD 34300 Spring Oak Trail Zephyrhills, FL 33545 Estimate # 4035 Estimate Date 11-01-23 Sales Team Member

Total \$1,035.00

(Estimate Valid For 30-Days)

Item	Description	Unit Cost	Quantity	Line Total
C1310-E	AXIS C1310-E Outdoor Network Horn Speaker for Long Range Speech	\$720.00	1.0	\$720.00
Cat6	Ethernet Cat6 Cable Drop and Termination	\$150.00	1.0	\$150.00
Tech Labor- Cameras ACS	Hourly Labor Service Minimum 1-hour Cameras/ACS	\$165.00	1.0	\$165.00

THIS IS ONLY AN ESTIMATE

Subtotal	\$1,035.00
Tax (if applicable)	\$0.00
Estimate Total	\$1,035.00

Please refer to contract or Complete I.T. Corp website for additional

details including but not limited to warranty information.





OCTOBER 31, 2023

OAK CREEK CDD 34300 SPRING OAK TRAIL WESLEY CHAPEL, FL 33545

Triangle Pool Services is pleased to submit our updated bid for the commercial cleaning and chemicals for the pool at the above address. The following cleaning functions will be performed.

- 1. TEST AND BALANCE WATER.
- 2. SKIM SURFACE AND VACUUM POOL.
- 3. BRUSH WALLS AND FLOOR OF POOL.
- 4. CLEAN TILES.
- 5. MIX CHLORINE AND ACID SOLUTIONS FOR FEEDERS.
- 6. WATER SAMPLES WILL BE TAKEN PERIODICALLY AND ANALYZED ON OUR HI-TECH COMPUTER WITH CHEMICAL ADJUSTMENTS MADE ACCORDINGLY. THIS ANALYSIS WILL DEFINE THE WATER SAMPLE FOR THE FOLLOWING: TOTAL DISSOLVED SOLIDS, CYANURIC ACID LEVEL, TOTAL CHLORINE, FREE CHLORINE, PH FACTOR, ACID DEMAND, ALKALI DEMAND, TOTAL ALKALINITY, CALCIUM HARDNESS, AND THE PRESENCE OF IRON AND COPPER. CHEMISTRY OF THE POOL WATER WILL BE ADJUSTED ACCORDINGLY TO MEET THE STANDARDS OF THE HILLSBOROUGH COUNTY HEALTH DEPARTMENT.
- 7. ADJUST AND CLEAN CHEMICAL FEEDERS.
- 8. CHECK ALL EQUIPMENT FOR MALFUNCTION ANY SUCH DEFECTS WILL BE REPORTED IMMEDIATELY TO MANAGEMENT AND TRIANGLE POOL SERVICE
- 9. TRIANGLE POOL SERVICE WILL BE RESPONSIBLE FOR BACKWASHING THE FILTER OR HOSEING OFF CARTRIDGES INSIDE OF FILTERS. WE WILL BACKWASH OR HOSE OFF THE CARTRIDGES INSIDE OF THE FILTER AS NEEDED.
- 10. RECORD CHEMICAL READINGS EACH VISIT ON THE HILLSBOROUGH COUNTY HEALTH DEPARTMENT APPROVED LOG SHEETS PROVIDED BY TRIANGLE POOL SERVICE.
- 11. EITHER PARTY MAY TERMINATE THIS SERVICE AGREEMENT WITH A 30 DAY WRITTEN NOTICE.

\$1150.00 PER MONTH FOR 3 TIMES PER WEEK SERVICE INCLUDING ALL CHEMICALS.

IN ADDITION, CHEMICAL CONTROLLER AND FEEDERS ARE REQUIRED FOR OUR SERVICE:

OPTION 1: LEASE (1) IPS-M820 CHEMICAL CONTROLLER AND (2) STENNER FEEDERS FOR THE POOL WHILE ON SERVICE \$150.00 PER MONTH ADDITIONAL. THEY WILL REMAIN THE PROPERTY OF TRIANGLE POOL SERVICE.

• LEASE OF THE EQUIPMENT INITIAL HERE

OPTION 2 : PURCHASE (1) IPS-M820 CHEMICAL CONTROLLER 5 YEAR WARRANTY, AND (2) CHEMICAL FEEDERS

\$3394.90 + Tax INSTALLED.

PURCHASE OF EQUIPMENT INITIAL HERE

The purpose of the chemical controllers is to keep the water balanced 24/7 and to provide optimal water chemistry for the bathers. Please select one of the above <u>required</u> options and initial.

Please note any service repairs needed would be done at our service call rate of \$120.00 per hour plus parts and materials to be billed on a monthly basis.

If you should decide upon the proposal, please forward one signed copy of this proposal to Triangle Pool Service with the start date.

We trust the above meets with your approval and that we may be of assistance to you in the near future **Triangle Pool Services** thanks you for the opportunity to assist you in your pool needs.

ACCEPTANCE OF PROPOSAL:	Respectfully Submitted,
	Triangle Pool Service
DATE:	

THIS PROPOSAL IS VALID FOR 30 DAYS.

The intent of this pricing is meant to endure for 1 to 2 years, unless and in this case force majeure applies.

Working together... Growing together... Winning together...



Aquatic & Environmental Services
5119 State Road 54 New Port Richey, FL 34652
(727)842-2100, www.RhewysterAquaticsinc.com

Page 1 of 3 Monday, September 18, 2023 10:35:13 AM

Technician Doug Fitzhenry	
Job Details	
Service Date	9/7/2023
Customer	Oak Creek CDD
Weather Conditions	Sunny
Wind	2e
Temperature	92
Multiple Sites Treated	Yes
Ponds Treated Information	Repeatable - 5 Count
1 of 5	
Pond Numbers	All
Service Performed	Treatment
Work Performed	☑ Grasses
Equipment Used	✓ ATV/UTV
Water Level	Medium
Restrictions	None
Observations/Recommendations	All sites treated for invasive growth
2 of 5	
Pond Numbers	22
Service Performed	Treatment
Work Performed	✓ Algae
Equipment Used	✓ ATV/UTV
Water Level	Medium
Restrictions	None



Aquatic & Environmental Services
5119 State Road 54 New Port Richey, FL 34652
(727)842-2100, www.BluewaterAquaticsinc.com

Page 2 of 3 Monday, September 18, 2023 10:35:13 AM

Observations/Recommendations	Site treated with greenclean and eutrasorb drain grates also cleared
3 of 5	
Pond Numbers	457 1 6 8b 8a
Service Performed	Treatment
Work Performed	✓ Algae
Equipment Used	✓ ATV/UTV
Water Level	Medium
Restrictions	None
Observations/Recommendations	Sites treated for planktonic algae 457 has got it really bad and is causing a smell I plan to return. On the 18th to treated it again with a better suited chemical
4 of 5	
Pond Numbers	11a 11b 12
Service Performed	Treatment
Work Performed	✓ Algae
Equipment Used	✓ ATV/UTV
Water Level	Medium
Restrictions	None
Observations/Recommendations	Sites treated for filammentous algae both overflow structures are leaking
5 of 5	
Pond Numbers	18
Service Performed	Treatment
Work Performed	✓ Floating
Equipment Used	✓ ATV/UTV
Water Level	Medium





Aquatic & Environmental Services
5119 State Road 54 New Port Richey, FL 34652
(727)842-2100 www.BluewaterAquaticsinc.com

Page 3 of 3 Monday, September 18, 2023 10:35:13 AM

Restrictions	21 days
Observations/Recommendations	Site treated for azola and salvinia



Aquatic & Environmental Services
5119 State Road 54 New Port Richey, FL 34652
(727)842-2100, www.BluewaterAquaticsinc.com

Page 1 of 2 Thursday, September 28, 2023 11:36:43 AM

Technician Doug Fitzhenry	
Job Details	
Service Date	9/19/2023
Customer	Oak Creek CDD
Weather Conditions	Sunny
Wind	2e
Temperature	86
Multiple Sites Treated	Yes
	Repeatable - 4 Count
1 of 4	
Pond Numbers	All
Service Performed	Treatment
Work Performed	☑ Grasses
Equipment Used	✓ ATV/UTV
	☑ Backpack
Water Level	Medium
Restrictions	None
Observations/Recommendations	All sites treated for invasive growth
2 of 4	
Pond Numbers	1 6 11a 11b 12 8a 23
Service Performed	Treatment
Work Performed	✓ Algae
Equipment Used	✓ ATV/UTV
Water Level	Medium



Aquatic & Environmental Services
5119 State Road 54 New Port Richey, FL 34652
(727)842-2100, www.BluewaterAquaticsinc.com

Page 2 of 2 Thursday, September 28, 2023 11:36:43 AM

Restrictions	None
Observations/Recommendations	Sites treated for algae
3 of 4	
Pond Numbers	457
Service Performed	Treatment
Work Performed	✓ Algae
Equipment Used	☑ Backpack
Water Level	Medium
Restrictions	None
Observations/Recommendations	Site treated with greenclean for planktonic algae
4 of 4	
Pond Numbers	22
Service Performed	Treatment
Work Performed	✓ Algae
Equipment Used	☑ Backpack
Water Level	Medium
Restrictions	None
Observations/Recommendations	Site treated with greenclean for algae



Aquatic & Environmental Services
5119 State Road 54 New Port Richey, FL 34652
(727)842-2100, www.RhewysterAquaticsinc.com

Page 1 of 1 Thursday, September 28, 2023 10:47:14 AM

Te	ch	nician	

Chris Thompson	
Job Details	
Service Date	9/26/2023
Customer	Oak Creek CDD
Weather Conditions	Partly Cloudy
Wind	S @ 3-5 mph
Temperature	90
Multiple Sites Treated	Yes
Ponds Treated Information	Repeatable - 1 Count
1 of 1	
Pond Numbers	457, 22, 6
Service Performed	Treatment
Work Performed	☑ Algae
Equipment Used	✓ ATV/UTV
D/Oxygen	N/A
Water Level	Normal
Restrictions	Don't let pets drink water with planktonic blue-green algae.
Observations/Recommendations	We did a follow up treatment of blue green algae on pond 457. Pond 22 looks much better. We made great progress in the last two months by eliminating the slender spikerush and significantly reducing the algae levels.

Chris Thompson

Blue Water Aquatics, Inc.

9/30/2023 | 12 Photos



Oak Creek CDD



Oak Creek CDD Agenda Page 71 9/30/2023

September Aquatics Report

According to Southwest Florida Water Management District's total rainfall summary, Pasco County received just 2.39 inches of rain this month. There was a significant blue-green algae bloom on pond 457. Blue-green algae actually a bacteria called Cyanobacteria. Cyanobacterial blooms are common in Florida lakes, rivers, streams, and ponds. Approximately 20 cyanobacteria species in Florida's waters are capable of producing toxins, including bloom forming species of Microcystis, Cylindrospermopsis, Anabaena, Aphanizomenon, Lyngbya, and Planktothrix.

This link is an excellent resource for information on Cyanobacterial blooms in Florida.

protectingfloridatogether.gov/education-center/blue-green-algae

Oak Creek CDD Agenda Page 72 9/30/2023



Pond map

	Secondar	i Through Suptom	Aur 20 2023	heure	Through Septemi	or 26 3003	-	Security 2000 The	and Secondary II	65
Region		Monthly Average		Year to Date	Cultedar Year Annuge	Parent of Calendar Year	Cumulative 13-month	Cumulative 10-month	Person of Armago	Cumulat 13-mon Paranti
						Avenge		Armege		
Northern Control	344	630	275	30.00 30.00	46.13	203	40.7%	11.76 10.36	80% 80%	7%
Southern	478	7.49	905	31.00	45.54	77%	6.74	30.56	N75	12%
District	4.07	5.00	165	20.04	45.47	24%	6.6	30.99	875	15
				Table: 5	tummery by Co	naty				
County	Month to Date	Monthly Average	Persent of Monthly Average	Year to Date	Culmidar Year Average	Parent of Calendar Year Arrange	Cumulative 15-month	Cumulative 12-month Average	Person of Average	Comdute 13-mont Persons
Northern Region										
Levy	2.96	6.03	675.	37.55	46.07	RZ%	6.6	34.30	77%	4%
Munice	3.65	6.37	60%	44.42	46.49	HCE.	40.64	54:35	90%	11%
Canu	234	6.30	41%	34.66	46.70	765	29.40	54.29	196	6
Sunter	5.06	630	67%	35.90	46.65	80%	40.75	30.04	10%	165
Hermando	3.64	6.60	31%	35:21	47.46	765	43.19	51-65	20%	10%
Ealer	5.46	6.36	16/5.	M.55	44.79	42%	46.50	51.99	MOS.	21%
Control Engine										
Pero	2.78	6.67	31/5	34.46	46.63	165	40.HI	54.00	76%	11%
Positive	2.10	T.00	24%	25.21	44.39	17%	33.46	31.66	40%	1%
Milderugh	3.40	6.88	ers.	34.54	45.47	77%	40.15	10.79	M/S	95.
Pulk	1.90	6.80	87%	39.50	45.27	67%	6.6	32.09	MICE.	19%
Southern Region										
Manuton	3.16	7.50	42%	8.8	46.57	90%	38.38	11.6	72%	1%
Harter Highlands	1.86	7.44	10%	37.65	45.56	425	66.58 56.88	50.25	ACC.	19%
Rightende	196	7.6	2075	64.55 29.80	45.00	95	36.00	30.06	100%	465
Defen	146	7,84 7.50	art.	25.80 36.42	40.58 40.07	675	94.10 45.80	10.71 14.60	865	25
Charlotte	471	7.50	100	34.03	40.00	203	40.00	30.90	875	11%



457

Cyanobacterial bloom can be very, very smelly. We try to suppress the smell with citrus based adjuvants and hydrogen peroxide.



Green Clean PRO is our go to product for cyanobacterial blooms. The product is 100% peroxyacetic acid which turns into hydrogen peroxide when exposed to water. The ultimate breakdown leaves behind just water and oxygen.

biosafesystems.com/product/greenclean-pro/

Oak Creek CDD Agenda Page 73 9/30/2023



Green Clean PRO is 100% organic hydrogen peroxide that is sprayable.



457 SEExcellent results with hydrogen peroxide based algicides.



457 SE

We applied 100 pounds of Green Clean granular product to this end of the pond and destroyed approximately 75% of the bloom in just a couple days. The remainder of the bloom drifted to the NW corer of the pond later in the week.



20 Pond 20 has had planktonic algae in the past but has be trouble free for 6 months.

Oak Creek CDD Agenda Page 74 9/30/2023

9



21

10



21 Pond 21 has looked exceptionally well over the last 6 months. This pond is one of the least problematic on the property.

11



25

We treated for: Torpedo grass and water primrose. Routine spot spraying for nuisance and non-native vegetation will continue.

12



25

We treated for: Torpedo grass. Routine spot spraying for nuisance and non-native vegetation will continue.



Blue Water Aquatics, Inc.

Aquatic & Environmental Services
5119 State Road 54 New Port Richey, FL 34652
(727)842-2100, www.BluewaterAquaticsinc.com

9/26/2023

Page 1 of 2 Thursday, September 28, 2023 2:45:17 PM

Aquatic Services Report

Technician Chris Thompson	
Job Details	
Service Date	

Customer Oak Creek CDD

Weather Conditions Partly Cloudy

Wind S @ 3-5 mph

Temperature 90

Multiple Sites Treated Yes

Multiple Sites Treated	res
Ponds Treated Information	Repeatable - 1 Count
1 of 1	
Pond Numbers	11A,11B,12
Service Performed	Treatment
Work Performed	✓ Other

Equipment Used
ATV/UTV

D/Oxygen N/A

Water Level Normal

Restrictions

Observations/Recommendations

We switched to a product called Aquabac XT. It is a bacteria based product that targets the gut health of midges, mosquitos and gnats. The bacteria prevents the midges from digesting nutrients which suppresses the population. We applied 2.5 gallons of active ingredient with 40 gallons of water for treatment on all three ponds. We then applied a an adulticide to all the

grasses along the banks of the ponds. The population appears to be declining as we saw very few adults on the pool screens.



Aquatic & Environmental Services
5119 State Road 54 New Port Richey, FL 34652
(727)842-2100 www.BluewaterAquaticsinc.com

Page 2 of 2 Thursday, September 28, 2023



Aquatic Services Report

Pictures of Work Completed





12 looking south



Trap 1 and 2 had a high number of fungus gnats. The midge fly count was moderate.

12 looking north



Trap 2



Midge Fly and Mosquito Control Agreement

This Agreement, with an agreed upon service start date of **October 1, 2023** is made between **Blue Water Aquatics, Inc.** (hereinafter "Blue Water Aquatics") located at 5119 State Road 54, New Port Richey, FL 34652, and **Oak Creek CDD** (hereinafter the "Customer"), c/o Inframark, 3654 Cypress Ridge Boulevard, Suite 101, Wesley Chapel, FL 33544

General Conditions: Blue Water Aquatics will provide midge fly and mosquito management services on behalf of the Customer in accordance with the term and conditions of this agreement at the following location(s):

(3) Waterways

2,020 Linear Feet

0.46 Surface Acres

Contract Term: The term of this Agreement shall be for three (3) consecutive months unless sooner terminated as provided herein.

Contract Services: Customer agrees to pay Blue Water Aquatics, Inc. the following amounts during the term of this Agreement for these specific midge fly / mosquito management services:

⇒ Monthly Maintenance Program for Midge Fly & Mosquito Control	\$373.00/month
⇒ One Monitoring Trap per Acre	Included
⇒ Monthly Surveillance of Traps	Included
⇒ Monthly Reporting	Included

Total Contract Amount Midge Fly & Mosquito Control Services

\$1.119.00/year

Customer is aware that weather conditions such as, but not limited to, rain, cloud cover and wind may Customer is aware that weather conditions such as, but not limited to, rain and wind may cause a delay in service. It is understood that depending on the length and severity of weather conditions, it may take Blue Water Aquatics varying amounts of time to fulfill all work covered under this Agreement. Blue Water Aquatics will exercise its best judgment for the services needed, based upon existing conditions at that time. Blue Water Aquatics 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.

Payment of Services: Customer agrees to pay Blue Water Aquatics within forty-five (45) days of invoice for work performed. Accepted forms of payments are Cash, Money Order, 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 sixty (60) days past due is subject to suspension of future work under 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.



Disclaimer: While Blue Water Aquatics 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. Such conditions may 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 what the anticipated costs may be.

By signing this Agreement, the Customer acknowledges that they have informed Blue Water Aquatics of all known and relevant current site conditions that would be reasonable to successfully complete the contracted work. (Possible conditions may include: site access, site parking, staging areas, fencing, obstructions or gate codes)

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.

E-Verify: Blue Water Aquatics 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.

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

M D

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.

Chatham		
Christopher Thompson, President	Customer	
Blue Water Aquatics, Inc.		
	Printed Name & Title	
10/01/2023		
Date	Date	



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

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

Site Map



From: <u>Vega, Mark</u>

To: <u>Slaughter, Mona</u>; <u>Demarco, Sandra</u>

Subject: Oak Creek CDD November Agenda under DM Aeration Quotes

Date: Tuesday, September 26, 2023 2:20:24 PM

Attachments: Outlook-j5bwf1zp.jpg

Oak Creek CDD LS80 Pond Calculation.pdf OakCreekCDD SolarAerationEstimate 1.pdf

Solar Solitude.pdf

From: Daniel Jones <dan.jones@fountainkings.com>

Sent: Tuesday, September 26, 2023 8:46 AM **To:** Vega, Mark <mark.vega@inframark.com> **Subject:** Re: Oak Creek CDD Aeration Quotes

Morning Mark,

For an electrician to run a 2-pole sub panel and a 120v outlet for the cabinet to plug into should be around \$500.

The average cost for this system to run monthly would be \$80.

Please note, I have attached an updated quote to reflect a 10-year warranty on Air-Stations and Bottomline tubing as opposed to the previous 5-year.

Thank You, Dan Jones

M: 239-777-9999

Dan.Jones@fountainkings.com



From: Vega, Mark < mark.vega@inframark.com > Sent: Monday, September 25, 2023 11:57 PM

To: Daniel Jones < dan.jones@fountainkings.com > Subject: FW: Oak Creek CDD Aeration Quotes

Dan,

Do you have an idea of how much it will be to run the electrical for the electric aerator? And also a rough estimate of how much the electricity will cost on a monthly basis?

How quickly could either of the solutions be installed?

Thanks, Mark

From: Daniel Jones < dan.jones@fountainkings.com>

Sent: Tuesday, September 5, 2023 9:29 AM **To:** Vega, Mark < <u>mark.vega@inframark.com</u>> **Subject:** Oak Creek CDD Aeration Quotes

Good Morning Mark,

I noticed the aeration install quotes had expired. Our Airmax Dealer has launched a new solar system since then, so we had got better pricing and adjusted the quote accordingly. I have attached both quotes.

Thank You, Dan Jones

M: 239-777-9999

<u>Dan.Jones@fountainkings.com</u>





Estimate

August 30, 2023

11/28/2023

DATE:

EXPIRES:

Fountain Kings Inc. 13514 Blue Sunfish Ct, Riverview, FL 33569

Customer Name: Oak Creek CDD

Contact Name: Mark Vega

120v Aeration Lakes 11A, 11B, 12	QTY:
120v Airmax LS80 System w/ 6 Diffusers	1
Airmax 5/8" EasySet Airline 500' Spool	1
Airmax 5/8" EasySet Airline 100'	2
Airmax 1" EasySet Airline 250' Spool	1
Airmax 5/8" Direct Burial Airline 100'	1
Airmax 4 Port Remote Manifold Assembly w/junction box	1
Installation Labor and Materials	
120v aeration system custom sized (11+ turnovers per day) to diminish midge fly breeding habitat in lakes 11A, 11B and 12.	
Includes installation of 120v air6 AirMax aeration system and includes two years of bi-annual maintenance (including compressor rebuild kits). Warranty: Compressors (3) years, airline and diffusers (10) years, cabinet (10) years.	
TOTAL	\$ 12,953.76

This is not a bill, all estimates are subject to tax and shipping charges. 50% Payment due at time of signature on all aeration installations. Remaining 50% billed out after installation.

Customer is responsible for providing proper electric service to cabinet locations

If you have any questions call or email, Fountain Kings Inc. at <u>813-833-8610</u>
<u>Kyle.Roehm@FountainKings.com</u>

THANK YOU FOR YOUR BUSINESS!

Signature:	Date:
Signature.	Dale.



	Customer Information			
Customer	1146574	Site Address	6758 Boulder Run	
Number			Loop, Wesley Chapel, FL 33545	
			Chapel, FL 33545	
Customer Name	Fountain Kings Inc	Date Created	2023-02-24	
Site Name	Oak Creek CDD	Design Tech	cschweihofer	



Pond Information

System Specifications		
Surface Acres:	1.90	
Average Depth (ft):	3.00	
Acre Feet:	5.70	
Perimeter:	2104.00	
Deepest Diffuser Depth (ft):	6.00	

Results for Aeration	
Total Volume (Gal):	1857224.16
Calc. Site Turnovers / 24 hours:	11.32



Recommended Aeration System(s)



System 1 of 1

Airmax® LakeSeries™ LS80 Aeration System

Compressor 1 of 2		Calculated PSI: 2.83			
Diffuser	Diffuser	Direct Burial Size	Direct Burial Length	Weighted Airline Size	Weighted Airline Length
Locations	Туре	(inch)	(ft)	(inch)	(ft)
1	ProAir4	None	0	5/8 inch	75
2	ProAir4	None	0	5/8 inch	105
3	ProAir4	None	0	5/8 inch	185

Remote Manifold Size	Remote Manifold Length
None	0.00

	Direct Burial		Weighted Airline		
	5/8 inch	1 inch	3/8 inch	5/8 inch	1 inch
Total Airline (feet)	0	0	0	365	0

	Compressor 2 of 2			Calculated PSI: 3.05	
Diffuser	Diffuser	Direct Burial Size	Direct Burial Length	Weighted Airline Length	
Locations	Туре	(inch)	(ft)	(inch)	(ft)
1	ProAir4	5/8 inch	20	5/8 inch	105
2	ProAir4	5/8 inch	20	5/8 inch	210
3	ProAir4	5/8 inch	40	5/8 inch	360

Remote Manifold Size	Remote Manifold Length	
1 inch	240.00	

	Direct Burial		Weighted Airline		
	5/8 inch	1 inch	3/8 inch	5/8 inch	1 inch
Total Airline (feet)	80	0	0	675	0

Total Airline Lengths for All Systems

Direct Burial Line 5/8 inch	Direct Burial Line 1 inch	Length Remote Airline	
80 feet	0 feet	240 feet	
Weighted Airline 3/8 inch	Weighted Airline 5/8 inch	Weighted Airline 1 inch	
0 feet	1040 feet	0 feet	

Definitions

Surface Acres:	The total surface acres of the entire water way.
Acre Feet:	A unit of volume equal to the volume of water in one acre in surface area and one foot of depth.
Total Volume:	The volume of the entire water way in U.S. Gallons.
Perimeter:	The distance in feet along the entire shoreline around the water way.
Complete Site Turnover / Day:	The number of times per day the full volume of the water way is moved from the bottom to the surface.
Estimated System PSI:	The estimated pressure of the system, when installed, calculated in pounds per square inch(PSI).

For questions or information regarding your recommended Airmax Aeration System please contact the following Certified Airmax Distributor:



5668 Fishhawk Crossing Blvd Lithia, FL 33547 813-833-8610

www.fountainkings.com

contactus@fountainkings.com



Estimate

Fountain Kings Inc. 13514 Blue Sunfish Ct, Riverview, FL 33569

DATE: August 30, 2023 **EXPIRES:** 11/28/2023

Customer Name: Oak Creek CDD

Contact Name: Mark Vega

Solar Aeration Lakes 11A, 11B, 12	QTY:
Air2 SolarSeries Direct Drive 2 Panel System	5
Airmax 5/8" EasySet Airline Spool Plastic	1,400ft
Post Needed For Solar Panel Mounts	5
Installation Labor and Materials	Inc.
Solar aeration system custom sized (11+ turnovers per day) to diminish midge fly breeding habitat in lakes 11A, 11B and 12.	
Includes installation of (5) solar aeration systems totalling (10) airstations and includes two years of bi-annual maintenance (including rebuild kits as needed). Warranty: Compressors (3) years, airline and diffusers (5) years, cabinet (10) years.	
TOTAL	\$ 28,031.54

This is not a bill, all estimates are subject to tax and shipping charges. 50% Payment due at time of signature on all aeration installations. Remaining 50% billed out after installation. If you have any questions call or email, Fountain Kings Inc. 813-833-8610

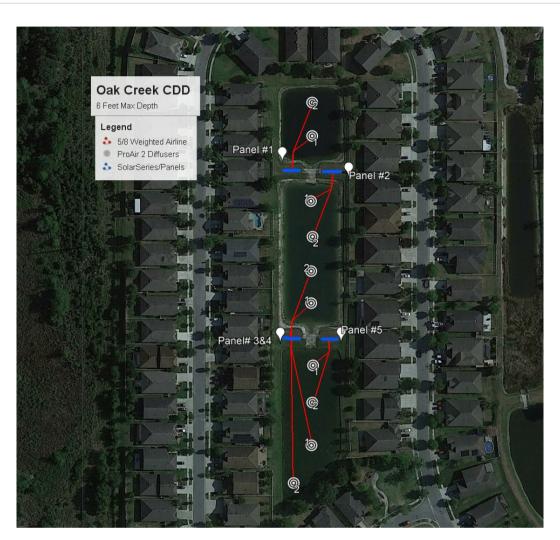
Kyle.Roehm@FountainKings.com

THANK YOU FOR YOUR BUSINESS!

Signature:	Date:



Customer Information				
Customer Number	1146574	Site Address	6758 Boulder Run Loop, Wesley Chapel, FL 33545	
Customer Name	Fountain Kings	Date Created	2023-02-24	
Site Name	Oak Creek CDD - Solar	Design Tech	cschweihofer	



Pond Information

System Specifications			
Surface Acres:	1.90		
Average Depth (ft):	3.00		
Acre Feet:	5.70		
Perimeter:	2104.00		
Deepest Diffuser Depth (ft):	6.00		

Results for Aeration	
Total Volume (Gal):	1857224.16
Calc. Site Turnovers / 24 hours:	11.32



Recommended Aeration System(s)



System 1 of 5

Compressor 1 of 1		Calculated PSI: 2.68			
Diffuser	Diffuser	Direct Burial Size	Direct Burial Length Weighted Airline Size Weighted Airli		
Locations	Туре	(inch)	(ft)	(inch)	(ft)
1	ProAir2	None	0	5/8 inch	85
2	ProAir2	None	0	5/8 inch	135

Remote Manifold Size		Remote Manifold Length
	None	0.00

	Direct Burial		Weighted Airline		
	5/8 inch	1 inch	3/8 inch	5/8 inch	1 inch
Total Airline (feet)	0	0	0	220	0



Recommended Aeration System(s) cont.



System 2 of 5

Compressor 1 of 1			Calculated PSI: 2.68			
Diffuser Diffuser Direct Burial Size		Direct Burial Length	Weighted Airline Size	Weighted Airline Length		
Locations	Туре	(inch)	(ft)	(inch)	(ft)	
1	ProAir2	None	0	5/8 inch	80	
2	ProAir2	None	0	5/8 inch	135	

Remote Manifold Size		Remote Manifold Length
	None	0.00

	Direct Burial		Weighted Airline		
	5/8 inch	1 inch	3/8 inch	5/8 inch	1 inch
Total Airline (feet)	0	0	0	215	0



Recommended Aeration System(s) cont.



System 3 of 5

Compressor 1 of 1			Calculated PSI: 2.69			
Diffuser Direct Burial Size		Direct Burial Length	Weighted Airline Size	Weighted Airline Length		
Locations	Туре	(inch)	(ft)	(inch)	(ft)	
1	ProAir2	None	0	5/8 inch	85	
2	ProAir2	None	0	5/8 inch	140	

Remote Manifold Size		Remote Manifold Length
	None	0.00

	Direct Burial		Weighted Airline		
	5/8 inch	1 inch	3/8 inch	5/8 inch	1 inch
Total Airline (feet)	0	0	0	225	0



Recommended Aeration System(s) cont.



System 4 of 5

Compressor 1 of 1			Calculated PSI: 2.78			
Diffuser Direct Burial Size		Direct Burial Length	Weighted Airline Size	Weighted Airline Length		
Locations	Туре	(inch)	(ft)	(inch)	(ft)	
1	ProAir2	None	0	5/8 inch	210	
2	ProAir2	None	0	5/8 inch	285	

Remote Manifold Size	Remote Manifold Length
None	0.00

	Direct Burial		Weighted Airline		
	5/8 inch	1 inch	3/8 inch	5/8 inch	1 inch
Total Airline (feet)	0	0	0	495	0



Recommended Aeration System(s) cont.



System 5 of 5

Compressor 1 of 1			Calculated PSI: 2.68			
Diffuser Direct Burial Size		Direct Burial Length	Weighted Airline Size	Weighted Airline Length		
Locations	Туре	(inch)	(ft)	(inch)	(ft)	
1	ProAir4	None	0	5/8 inch	70	
2	ProAir4	None	0	5/8 inch	135	

Remote Manifold Size		Remote Manifold Length	
	None	0.00	

	Direct Burial		Weighted Airline		
	5/8 inch	1 inch	3/8 inch	5/8 inch	1 inch
Total Airline (feet)	0	0	0	205	0

Total Airline Lengths for All Systems

Direct Burial Line 5/8 inch	Direct Burial Line 1 inch	Length Remote Airline
0 feet	0 feet	0 feet
Weighted Airline 3/8 inch	Weighted Airline 5/8 inch	Weighted Airline 1 inch
0 feet	1360 feet	0 feet

Definitions

Surface Acres:	The total surface acres of the entire water way.
Acre Feet:	A unit of volume equal to the volume of water in one acre in surface area and one foot of depth.
Total Volume:	The volume of the entire water way in U.S. Gallons.
Perimeter:	The distance in feet along the entire shoreline around the water way.
Complete Site Turnover / Day:	The number of times per day the full volume of the water way is moved from the bottom to the surface.
Estimated System PSI:	The estimated pressure of the system, when installed, calculated in pounds per square inch(PSI).

For questions or information regarding your recommended Airmax Aeration System please contact the following Certified Airmax Distributor:



5668 Fishhawk Crossing Blvd Lithia, FL 33547 813-833-8610

www.fountainkings.com

contactus@fountainkings.com



SERVICES CONTRACT

CUSTOMER NAME: Oak Creek CDD

SUBMITTED TO: Mark Vega

CONTRACT DATE: March 3, 2023 SUBMITTED BY: Jason Jasczak SERVICES: Solar Aeration

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. <u>The Services</u>. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
- 2. <u>PAYMENT TERMS.</u> The total fee for services is **\$33,905.00**. 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. <u>TERM AND EXPIRATION.</u> This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.



4. <u>DISCLAIMER.</u> 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.



- 6. <u>FORCE MAJEURE</u>. 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. <u>ANTI-CORRUPTION AND BRIBERY.</u> 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. <u>GOVERNING LAW</u>. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
- 9. <u>ENTIRE AGREEMENT</u>. 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. <u>NOTICE</u>. 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. <u>BINDING</u>. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
- 12. <u>FUEL/TRANSPORTATION SURCHARGE</u>. 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. <u>E-Verify</u>. 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.

Virginia Beach, VA 23453



Please Mail All Contracts to: 2844 Crusader Circle, Suite 450	
1320 Brookwood Drive Suite H Little Rock AR 72202	
Please Remit All Payments to:	Customer's Address for Notice Purposes:
Date:	Date:
Title:	Title:
Printed Name:	Printed Name:
Signature:	Signature:
SOLITUDE LAKE MANAGEMENT, LLC.	Oak Creek CDD
ACCEPTED AND APPROVED:	



SCHEDULE A - SERVICES

Instillation of five (5) solar aeration systems for ponds 11A, 11B and 12. 3 year warranty on the compressor and electrical components, 5 year warranty on the diffusers. See map below.

Qty	B/O	Item #	Description
1		MISC FARM POND	Pond Supplies
			SolarSeries Direct Drive 2 Panel System
1		MISC FARM POND	Pond Supplies
			SolarSeries Direct Drive 2 Panel System
1		MISC FARM POND	Pond Supplies
			SolarSeries Direct Drive 2 Panel System
1		MISC FARM POND	Pond Supplies
			SolarSeries Direct Drive 2 Panel System
1		MISC FARM POND	Pond Supplies
			SolarSeries Direct Drive 2 Panel System
2		510169	Airmax 5/8" EasySet Airline 500' Spool Plastic
4		510119	Airmax 5/8" EasySet Airline 100'
		510115	Turnar 5/6 Las/Section in C 200
3		490206	(B) - 5/8" Connector Kit Connects
5		490369	Junction/Valve Box with Lid (12" x 17" x 6") without holes



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.
 - 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.

<u>Customer Responsibilities (when applicable):</u>

- 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.



