

# OAK CREEK COMMUNITY DEVELOPMENT DISTRICT

## Board of Supervisors

- ☐ Sam Watson, Chairperson
- ☐ Michael Rudman, Vice Chairperson
- ☐ Ryan Gilbertsen, Assistant Secretary
- ☐ Lisa Vaile, Assistant Secretary
- ☐ David Gerald, Assistant Secretary

- ☐ Mark Vega, District Manager
- ☐ Jamie Giuffre, District Manager
- ☐ Cari Allen Webster, District Counsel
- ☐ Robert Dvorak, District Engineer
- ☐ Carlos Santana, Onsite Manager

## Regular Meeting Agenda

Monday, November 10, 2025 – 6:00 P.M.

### Teams Meeting Information

Meeting ID: 231 071 929 622 Passcode: eraLpq

Dial-in by phone +1 646-838-1601 Phone conference ID: 650 458 735#

1. Call to Order / Roll Call
2. Pledge of Allegiance
3. Audience Comments (3) Minute Time Limit
4. Staff Reports
  - A. District Counsel
  - B. District Engineer
  - C. District Manager
  - D. Onsite Manager.....Page 2
  - E. Aquatics Report.....Page 5
5. Business Items
  - A. Consideration of Solitude Lake Annual Maintenance Service Renewal for Six (6) Aerators.....Page 28
  - B. Consideration of LMP Playground Mulch Installation Proposal # 369195.....Page 39
  - C. Consideration of Mikes Signs Dog Park Sign Proposal #1788.....Page 41
6. Business Administration
  - A. Approval of Minutes for October 11, 2025, Workshop and October 13, 2025, Regular Meeting.....Page 43
  - B. Ratification of FY 2025 Audit Engagement Letter.....Page 47
  - C. Acceptance of Motion to Assign Fund Balance for FY 2025.....Page 58
7. Supervisors' Requests and Comments
8. Adjournment

***\*\*The next workshop will be held on Saturday, December 6, 2025, at 10:00 A.M.\*\****  
***\*\*The next regular meeting will be held on Monday, December 8, 2025, at 6:00 P.M.\*\****

Meeting Location: Watergrass Clubhouse  
32711 Windelstraw Dr. Wesley Chapel, FL 33545  
[www.oakcreekcdd.org](http://www.oakcreekcdd.org)

## **Oak Creek Community Development District**

### **Monthly Report**

**Prepared by: Carlos Santana**

**Position: Onsite Manager**

**Management Company: Inframark**

**Community: Oak Creek CDD**

**Reporting Period: October 13, 2025 – October 29, 2025**

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### **Daily Log**

#### **Monday, October 13**

- **Cleaned restrooms.**
- **Emptied amenities trash cans.**
- **Inspected CDD property and drove around the community to pick up trash.**

#### **Tuesday, October 14**

- **Conducted pond inspections and emptied dog station trash cans.**
- **Inspected LMP landscaping work throughout the community.**
- **Communicated with residents regarding concerns about overgrown ponds and trash in ponds.**

#### **Wednesday, October 15**

- **Assisted a resident with a key fob appointment.**
- **Oversaw dog park turfstone project and spoke with Perry regarding progress.**
- **Pressure-washed pavilions and wiped down pavilion tables.**

#### **Thursday, October 16**

- **Coordinated with LRI Restoration regarding the bridge project and scheduled pressure washing for October 30.**
- **Checked restrooms and collected trash around the community and ponds.**

#### **Friday, October 17**

- **Cleaned charcoal grills around the amenity center.**

- Inspected the park for any loose equipment.
  - Cleaned restrooms and dog stations.
- 

#### **Monday, October 20**

- Cleaned restrooms and emptied amenity trash cans.
- Prepared Sparkling Way/Pickford Ct. walking trail for painting.

#### **Tuesday, October 21**

- Contacted Next Ridgeline Over regarding dog park punch list items.
- Coordinated with LMP regarding landscaping issues and proposals.
- Picked up trash around the community and began painting the Sparkling Way/Pickford Ct. walking trail.

#### **Wednesday, October 22**

- Completed painting of Sparkling Way/Pickford Ct. walking trail.
- Managed Oak Creek emails.
- Reorganized community pool chairs and checked the pool pump system.

#### **Thursday, October 23**

- Inspected ponds for trash and reviewed LMP work across the community.
- Replaced the flag at the clubhouse.
- Repaired bent fence around the amenity center caused by jumping.

#### **Friday, October 24**

- Contacted Ridgeline for work order changes regarding extra turfstone.
  - Confirmed Christmas light installation schedule with J&J Lighting.
  - Cleaned restrooms and dog stations.
  - Followed up with LMP on pending landscaping issues.
-

**Monday, October 27**

- Cleaned restrooms and dog stations.
- Collected trash around the community and ponds.
- Contacted Mike for a custom sign for the dog park event.

**Tuesday, October 28**

- Conducted a community walk-through inspection with Jamie and Mark.
- Emptied amenity trash cans.
- Leaf-blown the park area.

**Wednesday, October 29**

- Cleaned restrooms and reorganized community pool chairs and tables.
- Responded to all resident and Oak Creek emails.
- Coordinated with LMP, Ridgeline, and LRI Restoration regarding ongoing vendor projects.

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**General Notes**

- Community trash pickup, restroom cleaning, and leaf blowing were completed daily as needed.



## October 2025 Monthly Aquatics Inspection Report

### OAK CREEK CDD

**Location:** 34300 Spring Oak Trail, Wesley Chapel, FL 33545

**Summary:** This report summarizes aquatic maintenance activities performed during October 2025, including shoreline invasive control, algae management, and littoral shelf treatments with our Marsh Master at no additional charge to the CDD.

#### **Weather & Rainfall Summary – Pasco County, FL (October 2025):**

Average High Temperature: **85 °F**

Average Low Temperature: **63 °F**

Total Rainfall Month to date: **≈ 2.19 inches**

These mild temperatures and moderate rainfall supported effective herbicide and algae treatments with minimal runoff risk throughout the month.

**Treatment Summary:** The shorelines were treated for the usual torpedo grass, sedges, creeping water primrose, alligator weed, and penny wort. Minor planktonic algae was corrected with algaecide and pond dye applications. The Marsh Master was deployed to access the littoral shelf on pond 457. While there, our technicians treated Peruvian primrose, sedges, and other invasives. Several native species were sprayed to slow encroachment into residential yards.

**NOTE\*\*\*** *Our techs are finding an alarming number of dog waste bags around ponds 22 and 457. Please remind residents to dispose of their pet waste appropriately. Feces in the water can lead to toxic algal blooms.*































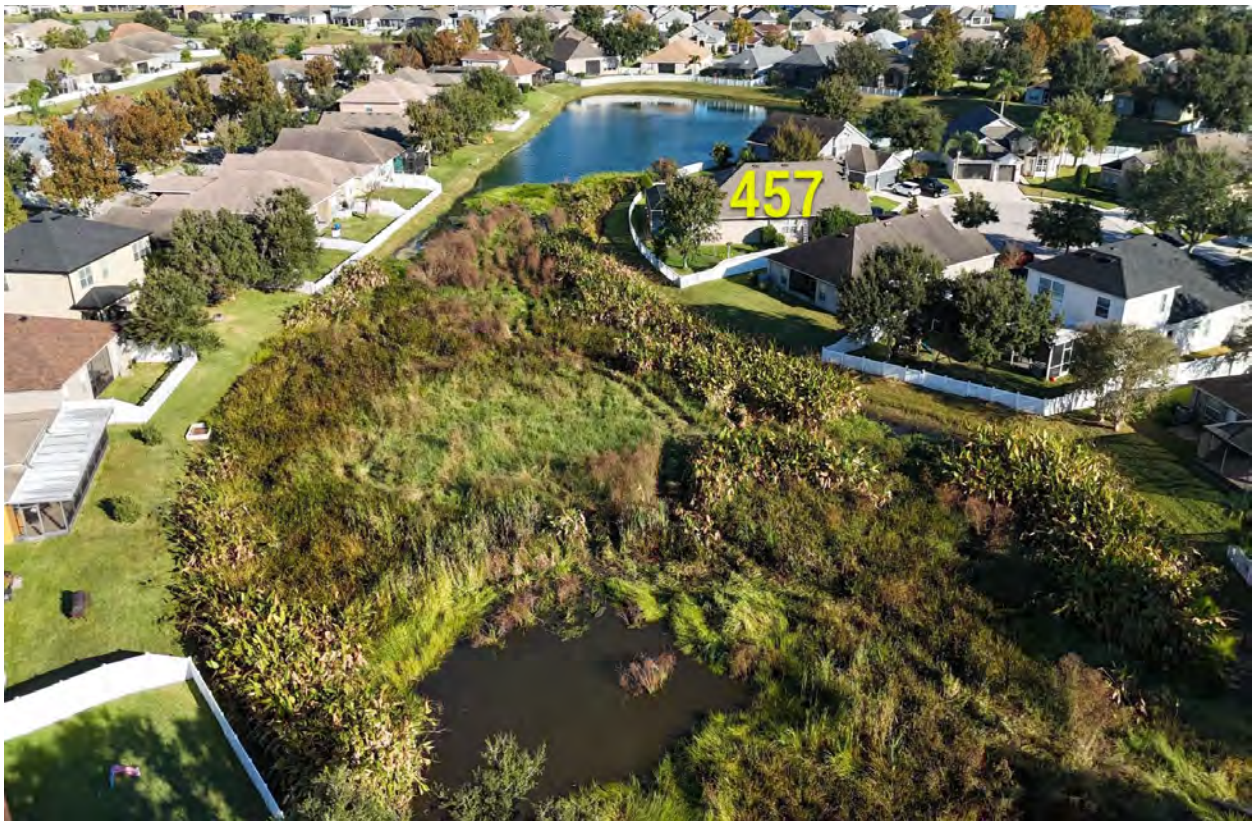








































# Aquatic Services Report

## Technician

Doug Fitzhenry

## Job Details

Service Date

10/7/2025

Customer

Oak Creek CDD

Weather Conditions

Partly Cloudy

Wind

4ene

Temperature

85

Multiple Sites Treated

Yes



## Ponds Treated Information

Repeatable - 3 Count

1 of 3

Pond Numbers

All

Service Performed

Treatment

Work Performed

☒ Grasses

Equipment Used

☒ ATV/UTV  
☒ Backpack

Water Level

Normal

Restrictions

None

Observations/Recommendations

Sites treated for invasive growth

2 of 3

Pond Numbers

1 6 22 11a 11b 12 457

Service Performed

Treatment

Work Performed

☒ Algae

Equipment Used

☒ ATV/UTV

Water Level

Normal

## Aquatic Services Report

Restrictions	None
Observations/Recommendations	Sites treated for algae
3 of 3	
Pond Numbers	A
Service Performed	Treatment
Work Performed	<input checked="" type="checkbox"/> Floating
Equipment Used	<input checked="" type="checkbox"/> Backpack
Water Level	Normal
Restrictions	None
Observations/Recommendations	Site treated for salvinia



# Aquatic Services Report

## Technician

Pete Dennis

## Job Details

Service Date	10/31/2025
Customer	Oak Creek CDD
Weather Conditions	Sunny
Wind	N @ 9 mph
Temperature	54° F
Multiple Sites Treated	No
Pond Number	457 lit shelf
Service Performed	Treatment
Work Performed	<input checked="" type="checkbox"/> Brush <input checked="" type="checkbox"/> Cattails <input checked="" type="checkbox"/> Grasses
Equipment Used	<input checked="" type="checkbox"/> Marsh Master
Water Level	Low
Restrictions	0
Observations/Recommendations	Treated Cattails, Torpedo Grass & Primrose Willow

# Aquatic Services Report

## Technician

Doug Fitzhenry

## Job Details

Service Date

10/22/2025

Customer

Oak Creek CDD

Weather Conditions

Partly Cloudy

Wind

2ene

Temperature

73

Multiple Sites Treated

Yes



## Ponds Treated Information

Repeatable - 2 Count

1 of 2

Pond Numbers

All

Service Performed

Treatment

Work Performed

☒ Grasses

Equipment Used

☒ ATV/UTV  
☒ Backpack

Water Level

Low

Restrictions

None

Observations/Recommendations

Sites treated for invasive growth

2 of 2

Pond Numbers

1 18 22 11a 11b 12 s1

Service Performed

Treatment

Work Performed

☒ Algae

Equipment Used

☒ ATV/UTV

Water Level

Low



## Aquatic Services Report

Restrictions

None

Observations/Recommendations

Sites treated for algae

## **SERVICES AGREEMENT**

PROPERTY NAME: Oak Creek CDD (Aeration) - Acct #: 5574  
CUSTOMER NAME: Oak Creek CDD (Aeration)  
SERVICE DESCRIPTION: Annual Maintenance Service Renewal for Six (6) Aerators  
EFFECTIVE DATE: January 1, 2026 through December 31, 2026  
SUBMITTED TO: Mark Vega  
SUBMITTED BY: Camila Morao

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.
2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B. Prices are subject to annual increases. SOLitude will notify the Customer in writing (which may be by invoice) of such increases.
4. **PAYMENT.** Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). 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, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.
5. **TERM AND EXPIRATION.** This Agreement shall commence on the Effective Date and shall remain in effect for an initial term of one (1) year(s) (the "Initial Term"). Thereafter, this Agreement shall automatically renew under the





same terms, conditions and specifications as set forth by this Agreement and for the same period of time as the Initial Term (each an "Additional Term") (the "Initial Term" and each "Additional Term" thereafter are collectively referred to herein as the "Term") unless either party gives written notice of cancellation thirty (30) days prior to the termination date of the Term then in effect. The parties understand and agree that the prices for each Additional Term shall automatically increase by six percent (6%) of then current annual pricing. SOLitude reserves the right to increase the amount charged for the Services. Such increase shall be communicated by written notice to the Customer, which notice may be by invoice. Customer may reject any such additional increase by notifying SOLitude in writing within fifteen (15) days of receiving such price increase notice.

6. TERMINATION. SOLitude may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Customer. Subject to Sec. 7, in the event that this Agreement is terminated for any reason prior to the end of the Term, Customer agrees to pay SOLitude, in addition to all other amounts owed, an early termination fee of fifty percent (50%) of the remaining value of the Agreement (the "Early Termination Fee"). The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Agreement in which the Customer's pricing plan is based.

7. TERMINATION FOR CAUSE. If SOLitude fails to materially perform pursuant to the terms of this Agreement, Customer shall provide written notice to SOLitude specifying the default. If SOLitude does not cure such default within forty-five (45) days of SOLitude's receipt of Customer's written notice, Customer may terminate this Agreement, in whole or in part, for cause. The Company, in case of such default, shall be entitled to receive payment only for work completed prior to said default, so long as the total paid hereunder does not exceed the contract sum. Either party may terminate this Agreement immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. 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. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available



in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

11. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

15. E-VERIFY. SOLitude 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.

16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"),



under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.

18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may 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 Agreement 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 SOLitude, unless there is willful negligence on the part of SOLitude.

21. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.



22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.



ACCEPTED AND APPROVED:

**SOLITUDE LAKE MANAGEMENT, LLC.**

**Oak Creek CDD (Aeration)**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

***Please Remit All Payments to:***

***Customer's Address for Notice Purposes:***

***SOLitude Lake Management, LLC  
1320 Brookwood Drive Suite H  
Little Rock AR 72202***

\_\_\_\_\_

***Please Mail All Notices and Agreements to:***

***SOLitude Lake Management, LLC  
1253 Jensen Drive, Suite 103  
Virginia Beach, VA 23451***



### **SCHEDULE A – SCOPE OF SERVICES**

**A SOLitude Aquatic Specialist will visit the site and inspect the aerator(s) two (2) times per year in January and July.**

#### **Submersed Air Diffuser Aeration System Maintenance:**

1. Company will service the Diffused Aeration System(s) as follows:
  - Compressor will be tested to ensure proper operation.
  - Cabinet Cooling Exhaust Fan will be checked to ensure proper operation.
  - Compressor Carbon Vanes and Seals will be changed annually or as necessary.
  - Compressor Air Filter/Muffler Assembly will be checked, cleaned, and replaced as necessary.
  - Diffuser air stones and/or membranes will be cleaned and replaced as necessary.
2. All necessary repairs (parts & labor) covered by warranty will be performed at no additional charge to the Customer.
3. All replacement parts required for proper maintenance of the aeration systems will be billed as an additional charge.
4. Any significant problems / malfunctions that are discovered during the maintenance service which are no longer under warranty, which are not part of routine maintenance, and that will require additional labor and/or parts, will be written up and submitted to the Customer for his / her approval prior to proceeding with the work.
5. All aerator work will be performed by factory certified service and repair technicians.

#### **Service Reporting:**

1. Customer will be provided with a service report detailing all of the work performed as part of this Agreement after each visit.

#### **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 Agreement 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.

#### **Customer Responsibilities (when applicable):**

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



- e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.
7. Any technician visit that will require the application of any pesticide (to include herbicides and algaecides) must be scheduled by the Wednesday prior to the week of the visit.



**SCHEDULE B – PRICING SCHEDULE**

Total Price: **\$1,214.00**

Invoice Amount: **\$607.00**

Invoice Frequency: **Semi-Annual** (January and July)



# Looking for a good reason to choose SŌLitude? How about three?



## Superior Training = Expert Care

Our field staff is highly experienced, with many having a degree (or two, or three!) in Aquatic Biology, Ecology, Fisheries Biology, Environmental Science, or another related field of study. They also receive the most rigorous certification training and continuing education program in the industry to ensure that your pond receives the best, most up-to-date care available anywhere. [For details, visit solitudelakemanagement.com/team](http://solitudelakemanagement.com/team).



## Superior Technology = Innovative Treatment Methods

Our staff is equipped with the latest tools, products and equipment. We have developed countless proprietary treatments and continually participate in research trials to improve the environment as well as the solutions we provide our clients. [To find out more, visit solitudelakemanagement.com/services](http://solitudelakemanagement.com/services).



## Superior Service = Unparalleled Customer Experience

Prompt, personal response to every service call. Problem-free onsite remediation, maintenance and repairs, with little wait time and no need for return services. We provide you with the services and strategies necessary to maintain your aquatic system at its best.

You want the best for your property.  
[You will get the best with SŌLitude.](#)  
Call 888.480.5253 today.

**SŌLITUDE**  
LAKE MANAGEMENT

Hope all is well,

Even though we are busy enjoying the cool temperatures of winter and even occasional snow, Spring is just around the corner. When warm temperatures approach, your pond(s) will once again become a focal point and gathering spot. Spring fish stocking is one of the most impactful ways to set your waterbody up for a healthy new year.

In a healthy pond, forage fish such as small Bluegill, Fathead Minnows and Mosquitofish play a critical role in the food web, as they are eaten by almost everything. They provide an important food source for larger fish such as Largemouth Bass and adult Bluegill, as well as wildlife such as amphibians, reptiles and birds. A big benefit of a healthy forage fish population is that their diet includes mosquito larvae as well as midge larvae, making them the perfect form of natural mosquito and midge control.

Reducing mosquito populations in particular is a common goal for most homeowners. It is well known that mosquitoes can spread both diseases and viruses while also being a nuisance. At three inches in length, adult minnows thrive in turbid, low-oxygenated water bodies and spawn along the shoreline where mosquitoes often lay their eggs. Adding minnows to consume mosquito larvae is ideal when trying to reduce the mosquito's reproduction success in water bodies that lack predator fish such as Largemouth Bass and Channel Catfish.

Although forage species such as Fathead Minnows and Bluegill reproduce frequently, they are heavily preyed upon and their populations are easily depleted, particularly in small ponds, so annual stocking is recommended to sustain their long-term benefits. For waterbodies with predator fish such as Largemouth Bass and Channel Catfish, stocking Bluegill is a better approach than stocking Fathead Minnows.

Please reach out to me directly with any questions and or for pricing. Thank you in advance,



**A Juniper Company**

## Proposal

Proposal No.: 369195

Proposed Date: 10/23/25

### PROPERTY:

Oak Creek CDD (Includes Add. #1)  
Lisa Castoria  
34300 Spring Oak Trail  
Wesley Chapel, FL 33545

### FOR:

Oak Creek Playground mulch installation

We propose to provide labor and materials to prepare and install Playground mulch in two different swing set areas. All debris associated with this project will be gathered and removed upon completion.

ITEM	QTY	UOM	TOTAL
<b>Oak Creek Playground mulch installation</b>			
<b>Site Prep</b>			
Bed Prep - Plant, Sod, Debris Removal	1.00	HR	\$60.00
<b>Landscape Material</b>			
Enhancement Labor	6.00	HR	\$945.00
Playground Mulch	9.00	01CY	
<b>Total:</b>			<b>\$1,005.00</b>

LMP Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Lagrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damage caused by others. Failure of water or power source not caused by LMP will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does **not modify** or supersede any previously written agreement. LMP is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

**DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE**

\_\_\_\_\_  
**Signature (Owner/Property Manager)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name (Owner/Property Manager)**

\_\_\_\_\_  
**Signature - Representative**

\_\_\_\_\_  
**Date**

# ESTIMATE

Fields Consulting Group, LLC  
(dba. Mike's Signs)  
11749 Crestridge Loop  
New Port Richey, FL 34655-0017

signsandgraphicsbymike@gmail.co  
m  
+1 (727) 480-6514

*Fields*  
CONSULTING GROUP, LLC  
11749 Crestridge Loop  
Trinity, FL 34655



## Meritus

Bill to  
Inframark  
Oakcreek CDD  
Attn: Carlos Santana  
2005 Pan Am Circle #300  
Tampa, FL 33607

### Estimate details

Estimate no.: 1788  
Estimate date: 10/27/2025

Sales Rep: Mike Fields

#	Product or service	Description	Qty	Rate	Amount
1.	Install (Signage)	"Dog Park Rules" (30"x36") durable outdoor reflective metal sign. Installed on chain link fence with (4) washer plate hardware. *Artwork setup included.	1	\$300.00	\$300.00
Total					\$300.00

Accepted date

Accepted by



**(30x36)**

# **DOG PARK RULES**

1. Use of the park is at your own risk.
2. Owners are responsible and liable for the actions and behaviors of their dog at all times.
3. Open from Dawn to Dusk
4. This is an off-leash park.
5. Children under 13 must be supervised by an adult.
6. Puppies under four months old and aggressive dogs should not use the park.
7. No food or glass containers are allowed.
8. Owners must clean up after their dog and properly dispose of waste.
9. Remind dog owners of their responsibility to keep their animal under control at all times.
10. If a dog digs a hole, the owner is responsible for filling it prior to their departure.
11. Beware of Wildlife (especially important if the park is located near natural wildlife habitats).



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

The regular meeting of the Board of Supervisors of the Oak Creek Community Development District was held on Monday, October 13, 2025, and called to order at 6:00 p.m. located at the Watergrass Clubhouse, 32711 Windelstraw Dr., Wesley Chapel, FL 33545.

Present and constituting a quorum were:

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

Also, present:

Mark Vega	District Manager, Inframark
Jamie Giuffre	District Manager, Inframark
Robert Dvorak	District Engineer
Carlos Santana	Onsite, Inframark
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**                      **Motion to Approve Agenda**

No action Taken.

**THRID ORDER OF BUSINESS**                      **Pledge of Allegiance**

The Pledge of Allegiance was recited.

**FOURTH ORDER OF BUSINESS**                      **Audience Comments (3) Minute Time Limit**

There being none, the next order of business followed.

**FIFTH ORDER OF BUSINESS**                      **Staff Reports**

**A. District Counsel**

There being none, the next business item followed.

**B. District Engineer**

Mr. Dvorak discussed the Finn Outdoor proposal and compliance stating every five years drainage & permit are reviewed and renewed.

Permit .003 identified Pond 14 weir, this was fixed, permitted, and doing great. The three proposals in the 004-permit received a notice to re-certify. Pond 24, 19, sump A4 need a plan to get them completed. We need to be more aggressive in getting things done.

As of 1/1/26 there may be urgency to fix, and we need to show progress.

**C. District Manager**

Mr. Vega sent the audit report via email to the Board, and it was approved.

**D. Aquatics Report**

There being none, the next business item followed.

**E. Onsite Report**

The Board stated they are doing a great job.

**SIXTH ORDER OF BUSINESS**

**Business Items**

**A. Consideration of Finn Outdoor Proposal for 6340 Doe Path Court, Wash Out**

A discussion ensued and the Board agrees this is a good time to start repairs on sump A4.

On MOTION by Mr. Watson seconded by Mr. Gerald, with all in favor, approving estimate# 2384 for sump A4 with Mr. Vega signing and sending to District Engineer as discussed. 4-0

On MOTION by Mr. Watson seconded by Mr. Gerald, with all in favor, approving estimate# 2380 for Pond 19 repairs in the amount of \$27,600.00 as discussed. 4-0

The estimate #2383 for Pond 24, in the amount of \$32,800, was reviewed, and Mr. Gerald requested to send original documents to District Counsel for review and see if the original contract holds them responsible for repairs. Mr. Vega will communicate with litigator, Mills Paskert.

**B. Consideration of EZ Mulch Swing Set Mulch Proposal**

A discussion ensued regarding EZ Mulch, swing set mulch proposal.

Mr. Santana stated we have not received the proposal and will ask LMP for a proposal.

Phil with LMP stated the season is winding down but November starts the winter season. Cypress trees may be diseased at Bluff Meadows, LMP will inspect them, and Mr. Santana will send pictures.

**C. Approval of Fiscal Year 2026 Budget Amendment Resolution 2026-01**

On MOTION by Ms. Vaile seconded by Mr. Watson, with all in favor, adopting Resolution 2026-01; FY 2026 Budget Amendment as discussed 4-0

**D. Designation of Secretary Resolution 2026-02**

On MOTION by Mr. Watson seconded by Mr. Rudman, with all in favor, adopting Resolution 2026-02; Designation of Secretary as discussed. 4-0

**SEVENTH ORDER OF BUSINESS**

**Business Administration**

**A. Approval of Minutes for September 8, 2025, Regular Meeting**

On MOTION by Mr. Gilbertsen seconded by Mr. Gerald, with all in favor, the consent agenda items with staff to be more detailed in motions so that it is clear what was voted on were approved as amended. 4-0

**Motion by Sam Watson, Second by Michael Rudman**

**EIGHTH ORDER OF BUSINESS**

**Supervisor Requests and Comments**

The Board and/or member commented or requested the following:

- Ms. Vaile requested the agenda package be mailed to her for the meeting.

**NINTH ORDER OF BUSINESS**

**Adjournment**

With there being no other business,

On MOTION by Mr. Gerald seconded by Ms. Vaile, with all in favor, the meeting was adjourned at 7:22 p.m. 4-0

---

Sam Watson, Chairman





# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

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

May 12, 2025

Oak Creek Community Development District  
Inframark LLC  
11555 Heron Bay Blvd, Suite 201  
Coral Springs, FL 33076

## **The Objective and Scope of the Audit of the Financial Statements**

You have requested that Berger, Toombs, Elam, Gaines and Frank (“we”) audit Oak Creek Community Development District’s, (the “District”), governmental activities, and each major fund as of and for the year ended September 30, 2025, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2025, and thereafter if mutually agreed upon by Oak Creek Community Development District and Berger, Toombs, Elam, Gaines and Frank.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

## **The Responsibilities of the Auditor**

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

Fort Pierce / Stuart

Member AICPA

Member AICPA Division for CPA Firms  
Private Companies practice Section

Member FICPA



Oak Creek Community Development District  
May 12, 2025  
Page 2

- Consider the entity's system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will also communicate to the Board any fraud involving senior management and fraud that causes a material misstatement of the financial statements that becomes known to us during the audit, and any instances of noncompliance with laws and regulations that we become aware of during the audit unless they are inconsequential.

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants and Generally Accepted Governmental Auditing Standards.



Oak Creek Community Development District  
May 12, 2025  
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## **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. To evaluate subsequent events through the date the financial statements are issued or available to be issued. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
2. For the design, implementation and maintenance of internal control relevant to the preparation of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
3. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
  - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline;
  - c. Additional information that we may request from management for the purpose of the audit; and



Oak Creek Community Development District  
May 12, 2025  
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- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Engagement Letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

## **Reporting**

We will issue a written report upon completion of our audit of Oak Creek Community Development District's financial statements. Our report will be addressed to the Board of Supervisors of Oak Creek Community Development District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the District's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgement, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

## **Records and Assistance**

During the course of our engagement, we may accumulate records containing data that should be reflected in the District's books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by District personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with an Inframark accountant. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.



Oak Creek Community Development District  
May 12, 2025  
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### **Other Relevant Information**

In accordance with *Government Auditing Standards*, a copy of our most recent peer review report has been provided to you, for your information.

### **Accounting Services**

In connection with our audit, you have requested us to draft the financial statements.

An Inframark accountant will oversee the service, make all significant judgments that are the proper responsibility of management, evaluate the adequacy of the service, make an informed judgment about the results of the service, and accept responsibility for them. You also agree to establish and maintain internal control over the service, including ongoing monitoring activities. At the conclusion of our audit, we will ask you to provide written representations to that effect.

### **Fees, Costs and Access to Workpapers**

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2025, will not exceed \$3,690, unless the scope of the engagement is changed, the assistance which Oak Creek Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank. For the purposes of this Engagement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of Berger, Toombs, Elam, Gaines, & Frank's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by Berger, Toombs, Elam, Gaines, & Frank for the District under this Engagement Letter, or any documents belonging to the District or furnished to Berger, Toombs, Elam, Gaines, & Frank by the District.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable Berger, Toombs, Elam, Gaines, & Frank policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access and Release Letter substantially in Berger, Toombs, Elam, Gaines, & Frank's form. Berger, Toombs, Elam, Gaines, & Frank reserves the right to decline a successor auditor's request to review our workpapers.



Oak Creek Community Development District  
May 12, 2025  
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In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the District, the District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

### **Information Security – Miscellaneous Terms**

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Oak Creek Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this Engagement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Because we will rely on the District and its management and Board of Supervisors to discharge the foregoing responsibilities, the District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of the District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and Oak Creek Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

### **Termination**

Either party hereto may terminate this Engagement Letter for any reason upon fifteen (15) days' prior written notice to the other party. In the event the District terminates this engagement, the District will pay us for all services rendered, expenses incurred, and noncancelable commitments made by us on the District's behalf through the effective date of termination.





Oak Creek Community Development District  
May 12, 2025  
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Either party may terminate this Engagement Letter upon written notice if: (i) circumstances arise that in its judgment cause its continued performance to result in a violation of law, a regulatory requirement, applicable professional or ethical standards, or in the case of Berger, Toombs, Elam, Gaines, & Frank, our client acceptance or retention standards; or (ii) if the other party is placed on a Sanctioned List, or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics, or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At the District's option, the District may terminate this Engagement Letter where our service are delayed more than 120 days; however, the District is not excused from paying to us for all amounts owed for services rendered and deliverables provided prior to the termination of this Engagement Letter.

The parties agree that those provisions of this Engagement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Engagement Letter.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

BERGER, TOOMBS, ELAM, GAINES & FRANK  
Melissa D. Marlin, CPA

Confirmed on behalf of the addressee:

Mark A. Vega, Secretary October 24, 2025



6815 Dairy Road  
Zephyrhills, FL 33542

813.788.2155  
[BodinePerry.com](http://BodinePerry.com)

## Report on the Firm's System of Quality Control

To the Partners of  
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL  
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

November 30, 2022

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [aicpa.org/prsummary](http://aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.



Bodine Perry

(BERGER\_REPORT22)

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,  
ELAM, GAINES AND FRANK AND OAK CREEK COMMUNITY  
DEVELOPMENT DISTRICT  
(DATED MAY 12, 2025)**

**Public Records.** Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.



**IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**INFRAMARK LLC  
11555 HERON BAY BLVD, SUITE 201  
CORAL SPRINGS, FL 33076  
TELEPHONE: 954-603-0033  
EMAIL: [Publicrecords@inframark.com](mailto:Publicrecords@inframark.com)**

**E-VERIFY REQUIREMENTS.** Auditor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Auditor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Auditor has knowingly violated Section 448.091, Florida Statutes.

If the Auditor anticipates entering into agreements with a subcontractor for the Work, Auditor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Auditor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Auditor has otherwise complied with its obligations hereunder, the District shall promptly notify the Auditor. The Auditor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Auditor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Auditor represents that no public employer has terminated a contract with the Auditor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**Auditor: Melissa D. Marlin**

**By:** M. Marlin

**Title: Director**

**Date: May 12, 2025**

**District: Oak Creek CDD**

**By:** Mark A. Vega

**Title:** Mark A. Vega, Secretary

**Date:** October 24 2025



**OAK CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

**Motion: Assigning Fund Balance as of 09/30/25**

The Board hereby assigns the FY 2025 Reserves as follows:

	<u>FY2025</u>
Operating Reserves	\$ 127,463
Reserves - Other	<u>\$ 315,425</u>
Total Assigned Reserves	<u><u>\$ 442,888</u></u>