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# **Emerald Creek Community Development District**

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## **Board of Supervisors' Regular Meeting August 5, 2025**

**District Office:  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, Florida 33544  
813.994.1001**

**[www.emeraldcreekcdd.org](http://www.emeraldcreekcdd.org)**

# EMERALD CREEK COMMUNITY DEVELOPMENT DISTRICT

Offices of Coastal-Engineering Associates, LLC.  
At: 966 Candlelight Blvd., Brooksville, FL 34601

[www.emeraldcreekcdd.org](http://www.emeraldcreekcdd.org)

<b>Board of Supervisors</b>	Ron Bastyr	Chairman
	Shane O'Neil	Vice Chairman
	Bill Mazas	Assistant Secretary
	Cole Bastyr	Assistant Secretary
	Lynette Bastyr	Assistant Secretary
<b>District Manager</b>	Wesley Elias	Rizzetta & Company, Inc.
<b>District Counsel</b>	John Vericker	Straley, Robin, & Vericker
<b>District Engineer</b>	Cliff Manuel	Coastal Engineering Associates, Inc.

**All cellular phones must be placed on mute while in the meeting room.**

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 994-1001. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

# EMERALD CREEK COMMUNITY DEVELOPMENT DISTRICT

District Office · Wesley Chapel, Florida (813) 994-1001  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
Emeraldcreekcdd.org

July 29, 2025

**Board of Supervisors  
Emerald Creek Community  
Development District**

## **FINAL AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of the Emerald Creek Community Development District will be held on **Tuesday, August 5, 2025 at 11:00 a.m., at the offices of Coastal Engineering Associates, Inc., 966 Candlelight Blvd., Brooksville, Florida 34601.** The following is the agenda for the meeting:

### **BOS MEETING**

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. STAFF REPORTS**
  - A. District Counsel
  - B. Interim Engineer
  - C. District Manager
    - i. Presentation of District Manager Report.....Tab 1
- 4. BUSINESS ITEMS**
  - A. Public Hearing on Fiscal Year 2025-2026 Final Budget.....Tab 2
    - i. Consideration of Resolution 2025-05; Adopting Fiscal Year 2025-2026 Budget .....Tab 3
  - B. Consideration of Developer Budget Funding Agreement..... Tab 4
  - C. Consideration of Resolution 2025-06; Setting the Meeting Schedule for Fiscal Year 2025-2026..... Tab 5
  - D. Consideration of Addendum to District Management Services Contract..... Tab 6
- 5. BUSINESS ADMINISTRATION**
  - A. Consideration of the Continued Meeting Minutes for June 4, 2025..... Tab 7
  - B. Ratification of Operation & Maintenance Expenditures for May and June 2025 ..... Tab 8

6. **SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
7. **ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 994-1001.

Sincerely,

*Wesley Elias*

Wesley Elias

District Manager

## **Tab 1**



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**UPCOMING DATES TO REMEMBER**

✓ **Next Regular Meeting:** September 2nd at 11:00AM

**District  
Manager's  
Report**

August 5th

**2025**

E  
M  
E  
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L  
D  
  
C  
R  
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K  
  
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D

**FINANCIAL SUMMARY**

**6/30/2025**

General Fund Cash Balance	\$281
General Fund Annual Budget	\$146,608
YTD Budget	\$146,609
YTD Actual	\$59,066

**General Fund Expense Variance: \$30,607**

**Under Budget**

## **Tab 2**



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# **Emerald Creek Community Development District**

[Emeraldcreekcdd.org](http://Emeraldcreekcdd.org)

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**Approved Proposed Budget  
for Fiscal Year  
2025-2026**

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<b>General Fund Budget for Fiscal Year 2025/2026</b>	<b>1</b>
<b>General Fund Budget Account Category Descriptions</b>	<b>3</b>



Proposed Budget Emerald Creek Community Development District General Fund Fiscal Year 2025/2026							
Chart of Accounts Classification		Actual YTD through 06/30/25	Projected Annual Totals 2024/2025	Annual Budget for 2024/2025	Projected Budget variance for 2024/2025	Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025
1							
2	ASSESSMENT REVENUES						
3							
4	Special Assessments						
5	Tax Roll*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Off Roll*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7							
8	Assessment Revenue Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9							
10	OTHER REVENUES						
11							
12	Interest Earnings						
13	Interest Earnings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	Contributions & Donations from Private Sources						
15	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Developer Contributions	\$ 59,066	\$ 78,755	\$ 146,608	\$ (67,853)	\$ 148,528	\$ 1,920
17							
18	Other Revenue Subtotal	\$ 59,066	\$ 78,755	\$ 146,608	\$ (67,853)	\$ 148,528	\$ 1,920
19							
20	TOTAL REVENUES	\$ 59,066	\$ 78,755	\$ 146,608	\$ (67,853)	\$ 148,528	\$ 1,920
21	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.						
22							
23	EXPENDITURES - ADMINISTRATIVE						
24							
25	Legislative						
26	Supervisor Fees	\$ 4,400	\$ 5,867	\$ 9,000	\$ 3,133	\$ 9,000	\$ -
27	Financial & Administrative						
28	Accounting Services	\$ 14,400	\$ 19,200	\$ 19,200	\$ -	\$ 19,968	\$ 768
29	Administrative Services	\$ 3,150	\$ 4,200	\$ 4,200	\$ -	\$ 4,368	\$ 168
30	Arbitrage Rebate Calculation	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ -
31	Auditing Services	\$ 3,400	\$ 3,400	\$ 3,500	\$ 100	\$ 3,500	\$ -
32	Disclosure Report	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
33	District Engineer	\$ -	\$ -	\$ 7,500	\$ 7,500	\$ 7,500	\$ -
34	District Management	\$ 15,750	\$ 21,000	\$ 21,000	\$ -	\$ 21,840	\$ 840
35	Dues, Licenses & Fees	\$ 175	\$ 233	\$ 175	\$ (58)	\$ 175	\$ -
36	Financial & Revenue Collections	\$ -	\$ -	\$ 3,600	\$ 3,600	\$ 3,744	\$ 144
37	Legal Advertising	\$ 116	\$ 155	\$ 2,400	\$ 2,245	\$ 2,400	\$ -
38	Miscellaneous Fees	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ -
39	Miscellaneous Mailings	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ -
40	Public Officials Liability Insurance	\$ 2,250	\$ 2,250	\$ 3,000	\$ 750	\$ 3,000	\$ -
41	Tax Collector /Property Appraiser Fees	\$ -	\$ -	\$ 250	\$ 250	\$ 250	\$ -
42	Website Hosting, Maintenance, Backup (and Email)	\$ 2,437	\$ 3,249	\$ 4,000	\$ 751	\$ 4,000	\$ -
43	Legal Counsel						
44	District Counsel	\$ 7,995	\$ 10,660	\$ 29,500	\$ 18,840	\$ 29,500	\$ -
45							
46	Administrative Subtotal	\$ 54,073	\$ 70,214	\$ 113,825	\$ 43,611	\$ 115,745	\$ 1,920
47							
48	EXPENDITURES - FIELD OPERATIONS						
49							
50	Other Physical Environment						

Prior Actuals	
Actual FY 22/23	Actual FY 23/24
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ 74,434.00
\$ -	\$ 74,434.00
\$ -	\$ 74,434.00
\$ -	\$ 6,600.00
\$ -	\$ 10,968.00
\$ -	\$ 3,071.00
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ -
\$ -	\$ 14,039.00
\$ -	\$ 150.00
\$ -	\$ -
\$ -	\$ 5,208.00
\$ -	\$ -
\$ -	\$ -
\$ -	\$ 1,683.00
\$ -	\$ -
\$ -	\$ 3,466.00
\$ -	\$ 28,692.00
\$ -	\$ 73,877.00

[illegible]

**Proposed Budget**  
**Emerald Creek Community Development District**  
General Fund  
Fiscal Year 2025/2026

Chart of Accounts Classification		Actual YTD through 06/30/25	Projected Annual Totals 2024/2025	Annual Budget for 2024/2025	Projected Budget variance for 2024/2025	Budget for 2025/2026	Budget Increase (Decrease) vs 2024/2025
51	General Liability Insurance	\$ 2,750	\$ 2,750	\$ 4,166	\$ 1,416	\$ 4,166	\$ -
52	Property Insurance	\$ -	\$ -	\$ 3,617	\$ 3,617	\$ 3,617	\$ -
53	<b>Contingency</b>						
54	Miscellaneous Contingency	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	\$ -
55							
56	<b>Field Operations Subtotal</b>	\$ 2,750	\$ 2,750	\$ 32,783	\$ 30,033	\$ 32,783	\$ -
57							
58	<b>TOTAL EXPENDITURES</b>	\$ 56,823	\$ 72,964	\$ 146,608	\$ 73,644	\$ 148,528	\$ 1,920
59							
60	<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	\$ 2,243	\$ 5,791	\$ -	\$ 5,791	\$ -	\$ -
61							

## Prior Actuals

Actual FY 22/23	Actual FY 23/24
\$ -	\$ 2,057.00
\$ -	\$ -
\$ -	\$ -
\$ -	\$ 2,057
\$ -	\$ 75,934
\$ -	\$ (1,500)

## Comments

[illegible]

## GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

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### EXPENDITURES – ADMINISTRATIVE:

**Supervisor Fees:** The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

**Administrative Services:** The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

**District Management:** The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These service include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

**District Engineer:** The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

**Financial & Revenue Collections:** Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on property after the full collection of bond debt levied on particular properties.



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**Accounting Services:** Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

**Auditing Services:** The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

**Public Officials Liability Insurance:** The District will incur expenditures for public officials' liability insurance for the Board and Staff.

**Legal Advertising:** The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

**Dues, Licenses & Fees:** The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

**Miscellaneous Fees:** The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

**Website Hosting, Maintenance and Email:** The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

**District Counsel:** The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

## **EXPENDITURES - FIELD OPERATIONS:**

**General Liability Insurance:** The District will incur fees to insure items owned by the District for its general liability needs

**Property Insurance:** The District will incur fees to insure items owned by the District for its property needs

**Miscellaneous Contingency:** Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

## **Tab 3**

## RESOLUTION 2025-05

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EMERALD CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; APPROVING THE FORM OF A BUDGET FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

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

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

**WHEREAS**, Northwest Land LLC (“**Developer**”), as the developer of certain lands within the District, has agreed to fund the FY 2025-2026 Budget as shown in the revenues line item of the FY 2025-2026 Budget pursuant to a budget funding agreement.

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

#### **Section 1. Budget**

- a. That the Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s records office, and hereby approves certain amendments thereto, as shown below.
- b. That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed

necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2024-2025 and/or revised projections for fiscal year 2025-2026.

- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's records office and identified as "The Budget for the Emerald Creek Community Development District for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026".
- d. The final adopted budget shall be posted by the District Manager on the District's website within 30 days after adoption pursuant to Section 189.016(4), Florida Statutes.

**Section 2. Appropriations.** There is hereby appropriated out of the revenues of the District, for the fiscal year beginning October 1, 2025, and ending September 30, 2026, the sum of \$\_\_\_\_\_, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year.

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

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

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

**Section 4. Approving the Form of a Budget Funding Agreement with Developer.** The Budget Funding Agreement between the District and Developer attached hereto as **Exhibit B** is hereby approved in substantial form. The Chair or the Vice-Chair of the Board are hereby authorized and directed to execute and deliver said agreement on behalf of and in the name of the District. The Secretary or any Assistant Secretary of the Board are hereby authorized to attest such execution. Any additions, deletions or modifications may be made and approved by the Chair or the Vice-Chair and their execution of the agreement shall be conclusive evidence of such approval.



**Section 5. Effective Date.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**Passed and Adopted on August 5, 2025.**

Attested By:

**Emerald Creek  
Community Development District**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chair of the Board of Supervisors

**Exhibit A: FY 2025-2026 Adopted Budget**

**Exhibit B: Form of Budget Funding Agreement with Developer**

## **Tab 4**

**FY 2025-2026 Budget Funding Agreement**  
(Emerald Creek Community Development District)

This FY 2025-2026 Budget Funding Agreement (this “**Agreement**”) is made and entered into as of August 5, 2025, between the **Emerald Creek Community Development District**, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes (the “**District**”), whose mailing address is 3434 Colwell Avenue, Ste. 200, Tampa, Florida 33614 and **Northwest Land LLC**, a Florida limited liability Company (the “**Developer**”), whose mailing address is 18125 Wayne Road, Odessa, Florida 33556.

**Recitals**

**WHEREAS**, the District was established for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

**WHEREAS**, the District is adopting its budget for fiscal year 2025-2026 as attached hereto as **Exhibit A** (the “**FY 2025-2026 Budget**”), which commences on October 1, 2025, and concludes on September 30, 2026;

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all lands that will benefit from the activities set forth in the FY 2025-2026 Budget, and/or utilizing such other revenue sources as may be available to it;

**WHEREAS**, the District is willing to allow the Developer to provide such funds as are necessary to allow the District to proceed with its activities as described the FY 2025-2026 Budget so long as payment is timely provided;

**WHEREAS**, the Developer presently owns certain property within the District as reflected on the assessment roll on file with the District Manager (the “**Property**”);

**WHEREAS**, the Developer agrees that the activities of the District described in the FY 2025-2026 Budget provide a special and peculiar benefit to the Property that is equal to or in excess of the expenses reflected in the FY 2025-2026 Budget; and

**WHEREAS**, the Developer has agreed to enter into this Agreement in addition to the non-ad valorem special assessments allocated to the Property to fund the activities of the District as set forth in the FY 2025-2026 Budget.

**Operative Provisions**

Now, therefore, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Funding Obligations.** From time to time during the 2025-2026 fiscal year, the Developer agrees to make available to the District the aggregate sum of up to \$\_\_\_\_\_ in accordance with the FY 2025-2026 Budget as such expenses are incurred by the District. Such payments shall be made within 30 days of written request for funding by the District. All funds provided hereunder shall be placed in the District's general operating account.

2. **FY 2025-2026 Budget Revisions.** The District and Developer agree that the FY 2025-2026 Budget shall be revised at the end of the 2025-2026 fiscal year to reflect the actual expenditures of the District for the period beginning on October 1, 2025 and ending on September 30, 2026. The Developer shall not be responsible for any additional costs other than those costs provided for in the FY 2025-2026 Budget. However, if the actual expenditures of the District are less than the amount shown in the FY 2025-2026 Budget, the Developer's funding obligations under this Agreement shall be reduced by that amount.
3. **Right to Lien Property.**
- a. The District shall have the right to file a continuing lien ("**Lien**") upon the Property for all payments due and owing under this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien. In the event the Developer sells any portion of the Property after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developer.
  - b. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the FY 2025-2026 Budget" in the public records of Hernando County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement.
  - c. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, may foreclose the Lien against the Property in any manner authorized by law, or may levy special assessments for the Lien amount and certify them for collection by the tax collector.
4. **Default.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right to seek specific performance of the Developer's payment obligations under this Agreement, but shall not include special, consequential, or punitive damages.
5. **Enforcement and Attorney Fees.** In the event either party is required to enforce this Agreement, then the prevailing party shall be entitled to all fees and costs, including reasonable attorney's fees and costs, from the non-prevailing party.
6. **Governing Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in the county where the District is located.
7. **Interpretation.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
8. **Termination of Agreement.** The Agreement shall be effective upon execution by both parties hereto and shall remain in force until the end of the 2025-2026 fiscal year on September 30, 2026.

The lien and enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

- 9. Third Parties.** This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
- 10. Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.
- 11. Assignment.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.
- 12. Authority.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
- 13. Entire Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**Northwest Land LLC,**  
a Florida limited liability company

**Emerald Creek Community  
Development District**

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

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

**Exhibit A: FY 2025-2026 Budget**

## **Tab 5**

## RESOLUTION 2025-06

### A RESOLUTION OF THE EMERALD CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Emerald Creek Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being entirely situated in Hernando County, Florida; and

**WHEREAS**, the Board of Supervisors of the District (the “**Board**”) desires to designate the schedule (including the date, time, and location) of its regular meetings for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026 (“**FY 25-26 Meeting Schedule**”); and

**WHEREAS**, the Board is required by Section 189.015, Florida Statutes to file a schedule of its regular meetings with the local governing authority.

#### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

1. **Adoption of Meeting Schedule** The FY 25-26 Meeting Schedule attached hereto as **Exhibit A** and incorporated by reference herein is hereby approved and adopted.
2. **Publication and Filing of Meeting Schedule**. The District Manager is hereby directed to publish and file the FY 25-26 Meeting Schedule in accordance with the requirements of Florida law.
3. **Effective Date**. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED THIS 5<sup>th</sup> DAY OF AUGUST, 2025.**

**ATTEST:**

**EMERALD CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**EXHIBIT A**  
**Notice of FY 2025/2026 Meeting Schedule**  
**Emerald Creek Community Development District**

As required by Chapters 189 and 190 of Florida Statutes, notice is hereby given that the Fiscal Year 2025/2026, regular meetings of the Board of Supervisors of the Emerald Creek Community Development District are scheduled to be held at 11:00 a.m. at the offices of Coastal Engineering Associates, Inc., located at 966 Candlelight Blvd., Brooksville, Florida 34601, as follows:

October 7, 2025  
November 4, 2025  
December 2, 2025  
January 6, 2026  
February 2, 2026  
March 3, 2026  
April 7, 2026  
May 5, 2026  
June 2, 2026  
July 7, 2026  
August 4, 2026  
September 1, 2026

The meetings will be open to the public and will be conducted in accordance with the provision of Florida Law for community development districts. Any meeting may be continued to a date, time, and place to be specified on the record at the meeting. Copies of the agendas for the meetings listed above may be obtained from Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544 or (813) 994-1001, one week prior to the meeting. There may be occasions when one or more Supervisors will participate by telephone.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District's management company office, Rizzetta & Company at (813) 994-1001 at least two (2) business days prior to the date of the hearing and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 for aid in contacting the District.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.



## Tab 6

## FIRST ADDENDUM TO THE CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

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This First Addendum to the Contract for Professional District Services (this “**Addendum**”), is made and entered into as of the 1<sup>st</sup> day of October, 2025 (the “**Effective Date**”), by and between **Emerald Creek Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Hernando County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

### RECITALS

**WHEREAS**, the District and the Consultant entered into the Contract for Professional District Services dated January 8, 2024 (the “**Contract**”), incorporated by reference herein; and

**WHEREAS**, the District and the Consultant desire to amend **Exhibit B** - Schedule of Fees of the Fees and Expenses, section of the Contract as further described in this Addendum; and

**WHEREAS**, the District and the Consultant desire to add **Exhibit E** – Human Anti-trafficking Affidavit, section of the Contract as further described in this Addendum; and

**WHEREAS**, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend **Exhibit B** - Schedule of Fees attached and add **Exhibit E** – Human Anti-trafficking Affidavit attached.

The amended **Exhibit B** - Schedule of Fees and add **Exhibit E** – Human Anti-trafficking Affidavit are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

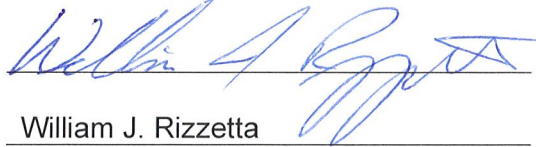
**IN WITNESS WHEREOF** the undersigned have executed this Addendum as of the Effective Date.

Therefore, the Consultant and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

**ACCEPTED BY:**

**RIZZETTA & COMPANY, INC.**

BY:



PRINTED NAME:

William J. Rizzetta

TITLE:

President

DATE:

July 23, 2025

**EMERALD CREEK COMMUNITY DEVELOPMENT DISTRICT**

BY:

\_\_\_\_\_

PRINTED NAME:

\_\_\_\_\_

TITLE:

Chairman/Vice Chairman

DATE:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Vice Chairman/Assistant Secretary  
Board of Supervisors

\_\_\_\_\_  
Print Name

**Exhibit B** – Schedule of Fees

**Exhibit E** – Human Trafficking Affidavit

**Exhibit B**  
Schedule of Fees

**STANDARD ON-GOING SERVICES:**

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

<b><i>(REDUCED ACTIVITY)</i></b>	<b>MONTHLY</b>	<b>ANNUALLY</b>
Management:	\$432.08	\$5,185
Administrative:	\$117.92	\$1,415
Accounting - General Fund:	\$600.00	\$7,200
Technology Services	\$100.00	\$1,200
<b>Total Standard On-Going Services:</b>	<b>\$1,250.00</b>	<b>\$15,000</b>
<b><i>(NORMAL ACTIVITY - PRE-BOND ISSUANCE)</i></b>	<b>MONTHLY</b>	<b>ANNUALLY</b>
Management:	\$1,600.00	\$19,200
Administrative:	\$350.00	\$4,200
Accounting - General Fund:	\$1,250.00	\$15,000
Technology Services	\$100.00	\$1,200
<b>Total Standard On-Going Services:</b>	<b>\$3,300.00</b>	<b>\$39,600</b>
<b><i>(POST BOND ISSUANCE)</i></b>	<b>MONTHLY</b>	<b>ANNUALLY</b>
Management:	\$1,750.00	\$21,000
Administrative:	\$350.00	\$4,200
Accounting - General Fund:	\$1,600.00	\$19,200
Financial & Revenue Collections:	\$300.00	\$3,600
Assessment Roll <sup>1</sup> :		\$5,000
Technology Services	\$100.00	\$1,200
<b>Total Standard On-Going Services:</b>	<b>\$4,100.00</b>	<b>\$54,200</b>

<b>ADDITIONAL SERVICES:</b>	<b>FREQUENCY</b>	<b>RATE</b>
Extended and Continued Meetings	Hourly	\$ 175
Additional Meetings (includes meeting prep, attendance and drafting of minutes)	Hourly	\$ 175
Estoppel Requests (billed to requestor):		
One Lot (on tax roll)	Per Occurrence	\$ 125
Two+ Lots (on tax roll)	Per Occurrence	\$ 150
One Lot (direct billed by the District)	Per Occurrence	\$ 150
Two-Five Lots (direct billed by the District)	Per Occurrence	\$ 200
Six-Ten Lots (direct billed by the District)	Per Occurrence	\$ 250
Elevent+ Lots (direct billed by the District)	Per Occurrence	\$ 300
Long Term Bond Debt Payoff Requests	Per Occurrence	\$ 150/Lot
Two+ Lots	Per Occurrence	Upon Request
Short Term Bond Debt Payoff Requests &		
Long Term Bond Debt Partial Payoff Requests		
One Lot	Per Occurrence	\$ 150
Two – Five Lots	Per Occurrence	\$ 200
Six – Ten Lots	Per Occurrence	\$ 300
Eleven – Fifteen Lots	Per Occurrence	\$ 400
Sixteen+ Lots	Per Occurrence	\$ 500
Bond Amortization Schedules	Per Occurrence	\$ 600
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public Records Requests	Hourly	Upon Request
Litigation Support Services	Hourly	Upon Request

#### **PUBLIC RECORDS REQUESTS FEES:**

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

<b>JOB TITLE:</b>	<b>HOURLY RATE:</b>
Regional Manager	\$ 52.00
District Manager	\$ 40.00
Accounting & Finance Staff	\$ 28.00
Administrative Support Staff	\$ 21.00

**LITIGATION SUPPORT SERVICES:**

Litigation Support Services shall be billed hourly to the District pursuant to the current hourly rates shown below:

<b>JOB TITLE:</b>	<b>HOURLY RATE:</b>
President	\$ 500.00
Chief Financial Officer	\$ 450.00
Vice President	\$ 400.00
Controller	\$ 350.00
Regional District Manager	\$ 300.00
Accounting Director	\$ 300.00
Finance Manager	\$ 300.00
Senior District Manager	\$ 275.00
District Manager	\$ 250.00
Amenity Services Manager	\$ 250.00
Business Development Manager	\$ 250.00
Landscape Inspection Services Manager	\$ 250.00
Financial Analyst	\$ 250.00
Senior Accountant	\$ 225.00
Landscape Specialist	\$ 200.00
Administrative Support Manager	\$ 200.00
Senior Financial Associate	\$ 200.00
Senior Administrative Assistant	\$ 200.00
Staff Accountant II	\$ 200.00
District Coordinator	\$ 175.00
Administrative Assistant II	\$ 150.00
District Compliance Associate	\$ 150.00
Staff Accountant	\$ 150.00
Financial Associate	\$ 150.00
Administrative Assistant	\$ 100.00
Accounting Clerk	\$ 100.00
Client Relations Specialist	\$ 100.00

## EXHIBIT E

**Affidavit for Anti-Human Trafficking**

Section 787.06(13), Florida Statutes

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Before me the undersigned authority personally appeared William J. Rizzetta, who being duly sworn, deposes and says (the "**Affiant**"):

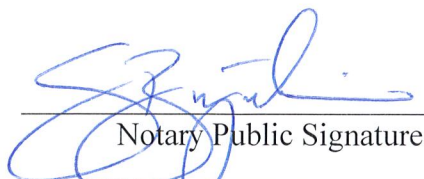
1. Affiant is over 18 years of age and has personal knowledge of the facts and certifications set forth herein.
2. Affiant is the President (Title) of Rizzetta & Company, Incorporated (the "**Company**") and as such is authorized to make this Affidavit for and on behalf of the Company, its directors and officers.
3. Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. Company intends to execute, renew, or extend a contract between Company and the Emerald Creek Community Development District ("**CDD**").
5. This declaration is made pursuant to section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

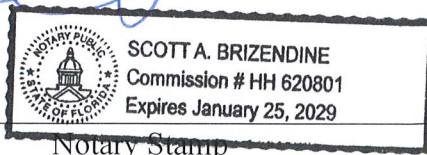
I state that I and the Company understand and acknowledge that the above representations are material and important, and will be relied on by the above referenced CDD to which this affidavit is submitted. I and the Company understand that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the CDD of the true facts.

Under penalties of perjury, I declare that I have read the foregoing Affidavit for Anti-Human Trafficking and that the facts stated in it are true.

  
Signature of Affiant

Sworn before me on July 22, 2025

  
Notary Public Signature



## **Tab 7**



**MINUTES OF MEETING**

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

**EMERALD CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Emerald Creek Community Development District to be held on **Wednesday, June 4, 2025 at 11:00 a.m.** at the offices of Coastal Engineering Associates, Inc., located at 966 Candlelight Blvd., Brooksville, FL 34601.

Present and constituting a quorum:

Ron Bastyr	<b>Board Supervisor, Chairman</b>
Lynette Bastyr	<b>Board Supervisor, Assistant Secretary</b>
Cole Bastyr	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Wesley Elias	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Stacey Gillis	<b>District Coordinator, Rizzetta &amp; Company, Inc.</b>
John Vericker	<b>District Counsel, Straley Robin Vericker (via phone)</b>

Audience	<b>Not Present</b>
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**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Elias called the meeting to order at 11:01 a.m., confirming a quorum for the meeting.

**SECOND ORDER OF BUSINESS**

**Audience Comments on Agenda  
Items**

There were no audience members present.

**THIRD ORDER OF BUSINESS**

**Staff Reports**

- A.** District Counsel  
N Report
- B.** District Engineer  
No report

**EMERALD CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**June 4, 2025 - Minutes of Meeting**  
**Page 2**

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**C. District Manager**

Mr. Elias presented his District Manager report and reminded the Board that the next regular meeting is on July 1, 2025 at 11:00 a.m. He also presented the 1<sup>st</sup> quarter website audit report, with no findings, and informed the Board that there are currently no registered voters in the community.

**FOURTH ORDER OF BUSINESS**

**Consideration of Interlocal Uniform  
Collection Agreement with Hernando  
County**

On a motion from Mr. R. Bastyr, seconded by Mr. C. Bastyr, with all in favor, the Board of Supervisors approved the Interlocal Uniform Collection Agreement Between Emerald Creek CDD and Hernando County Property Appraiser, for the Emerald Creek Community Development District.

**FIFTH ORDER OF BUSINESS**

**Consideration of the Regular Meeting  
Minutes for May 7, 2025**

On a motion from Mr. R. Bastyr, seconded by Mr. C. Bastyr with all in favor, the Board of Supervisors approved the Continued Meeting Minutes for April 2, 2025, as presented, for the Emerald Creek Community Development District.

**SIXTH ORDER OF BUSINESS**

**Consideration of Operations &  
Maintenance Expenditures April 2025**

On a motion from Mr. R. Bastyr, seconded by Mr. C. Bastyr, with all in favor, the Board of Supervisors ratified the Operation and Maintenance expenditures for April 2025 (\$4,800), as presented, for the Emerald Creek Development District.

**SEVENTH ORDER OF BUSINESS**

**Supervisor Requests/ Audience  
Comments**

No Supervisor Requests.

**EIGHTH ORDER OF BUSINESS** **Adjournment**

On a motion from Mr. R. Bastyr, seconded by Mr. C. Bastyr, with all in favor, the Board of Supervisors adjourned the meeting at 11:04 a.m. for the Emerald Creek Community Development District.

\_\_\_\_\_  
Assistant Secretary

\_\_\_\_\_  
Chairman / Vice-Chairman

## **Tab 8**

**Emerald Creek  
COMMUNITY DEVELOPMENT DISTRICT**

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DISTRICT OFFICE · Wesley Chapel, FL (813) 993-1001

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

**Operation and Maintenance Expenditures  
May 2025  
For Board Approval**

No Operations and Maintenance Expenses were paid from May 1, 2025 through May 31, 2025. Therefore, there are no new items to present at this time.

Approval of Expenditures:

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\_\_\_\_\_ Chairman

\_\_\_\_\_ Vice Chairman

\_\_\_\_\_ Assistant Secretary

**Emerald Creek  
COMMUNITY DEVELOPMENT DISTRICT**

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DISTRICT OFFICE · Wesley Chapel, FL (813) 993-1001

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

**Operation and Maintenance Expenditures  
June 2025  
For Board Approval**

No Operations and Maintenance Expenses were paid from June 1, 2025 through June 30, 2025. Therefore, there are no new items to present at this time.

Approval of Expenditures:

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\_\_\_\_\_ Chairman

\_\_\_\_\_ Vice Chairman

\_\_\_\_\_ Assistant Secretary