

**THE OAKS AT SHADY CREEK
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
REGULAR MEETING
MARCH 20, 2020**

THE OAKS AT SHADY CREEK COMMUNITY DEVELOPMENT DISTRICT I AGENDA MARCH 20, 2020 AT 10:00 a.m.

The Carlton Lakes Clubhouse
Located at 11404 Carlton Fields Drive, Riverview, FL 33579

District Board of Supervisors	Chairman	Danny (Dan) Schoonover
	Vice Chairman	Gill Hammond
	Supervisor	Robin Lush
	Supervisor	Timothy Wersinger
	Supervisor	Michelle LeBeau-Elrod
District Managers	Meritus	Nicole Hicks
District Attorney	Straley Robin Vericker	John Vericker
District Engineer	Florida Land Design & Permitting	Paul Skidmore

All cellular phones and pagers must be turned off while in the meeting room

The meeting will begin at **10:00 a.m.** Following the **Call to Order**, the public has the opportunity to comment on posted agenda items during the second section called **Audience Questions and Comments on Agenda Items**. Each individual is limited to **three (3) minutes** for such comment. The Board is not required to take action at this time, but will consider the comments presented as the agenda progresses. Following public comment, the meeting will proceed with the third section called **Business Items**. This section contains items for approval by the District Board of Supervisors that may require discussion, motions, and votes on an item-by-item basis. The fourth section is called **Consent Agenda**. The Consent Agenda section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The fifth section will be **Vendor and Staff Reports**. This section will allow Vendors and District Engineer and Attorney to update Board on work and to present proposals. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. In the event of a Public Hearing, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion, and vote.

The final section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet the District's needs.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 873-7300, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same 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.

Agendas can be reviewed by contacting the Manager's office at (813) 873-7300 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting.

The Oaks at Shady Creek Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of The Oaks at Shady Creek Community Development District will be held on **Friday, March 20, 2020 at 10:00 a.m.** at The Carlton Lakes Clubhouse located at 11404 Carlton Fields Drive, Riverview, FL 33579. The agenda is included below.

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
 - A. Consideration of Resolution 2020-03; Accepting the Maintenance and Access Easement from SouthFork Towers LLC.....Tab 01
 - B. Discussion on Meeting Dates for Budget Meetings
 - C. General Matters of the District
- 4. CONSENT AGENDA**
 - A. Consideration of Board of Supervisors Meeting Minutes February 21, 2020.....Tab 02
 - B. Consideration of Operations and Maintenance Expenditures February 2020Tab 03
 - C. Review of Financial Statements Month Ending February 29, 2020.....Tab 04
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District ManagerTab 05
 - i. Community Inspection Report
- 6. SUPERVISOR REQUESTS**
- 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) 873-7300.

Sincerely,

Nicole Hicks
District Manager

RESOLUTION 2020-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OAKS AT SHADY CREEK COMMUNITY DEVELOPMENT DISTRICT CONSENTING TO, GRANTING, AND ACCEPTING THE TERMS OF A MAINTENANCE EASEMENT FOR POND MAINTENANCE AND REPAIR.

WHEREAS, Southfork Towers, LLC owns an unplatted parcel which lies adjacent to a conservation area located within the boundaries of The Oaks at Shady Creek Community Development District (the “**District**”);

WHEREAS, Southfork Towers, LLC constructed a pond upon its parcel adjacent to the District’s boundaries which encroaches upon the District’s property;

WHEREAS, Southfork Towers, LLC has requested that the District grant it an easement in order to maintain the entire pond, including the portion which encroaches upon the District’s property (the “**Easement**”); and

WHEREAS, the Board of Supervisors of the District (the “**Board**”) was presented with the Easement and has determined that it is in the District’s best interest to consent to, grant and accept the Easement, a recorded copy of which is attached hereto as **Exhibit A**.

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

Section 1. The District hereby consents to, grants and accepts the terms of the Easement as described above regarding the responsibility of Southfork Towers, LLC for maintenance of the pond.

Section 2. The Chair or Vice Chair of the Board is authorized and directed to take any such action and execute such other documents as may further be required to carry out the intent of the foregoing, subject only to final review and approval by the District’s legal counsel and the District’s engineer.

PASSED AND ADOPTED THIS 20TH DAY OF MARCH, 2020.

Attested By:

**The Oaks at Shady Creek
Community Development District**

Nicole Hicks
Secretary

Dan Schoonover
Chairman of the Board of Supervisors

Consideration: \$10.00
Documentary transfer taxes: \$0.70

***Prepared by and when
recorded return to:***

Kristen M. Schalter, Esq.
Straley Robin Vericker
1510 West Cleveland Street
Tampa, Florida 33606

Folio No: 077721-4462

MAINTENANCE EASEMENT AGREEMENT

THIS MAINTENANCE EASEMENT AGREEMENT (the “**Agreement**”) is made as of March ___, 2020, by **THE OAKS AT SHADY CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes, whose mailing address is c/o Meritus Corp, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 (the “**District**” or “**Grantor**”), and **SOUTHFORK TOWERS, LLC**, a Florida limited liability company, whose address is 111 South Armenia Avenue, Suite 201, Tampa, Florida 33609 (“**Grantee**”), with reference to the following facts:

A. Grantor is the owner of Tract R of Oaks at Shady Creek Phase 1, according to the plat thereof, as described in Plat Book 125, Pages 17-32, as recorded in the Public Records of Hillsborough County, Florida (the “**CDD Property**”).

B. Grantee is the owner of that certain real property situated in Hillsborough County, Florida, which is contiguous to the southeastern boundary of the CDD Property, and which is more particularly described on **Exhibit “A”** attached hereto (“**Grantee’s Property**”).

C. Grantee desires, and Grantor is willing to grant to Grantee, a perpetual, non-exclusive access easement for maintenance, ingress and egress to the Grantee’s Property over, across and through a portion of the CDD Property (the “**Maintenance Easement Area**”), for the benefit of Grantee’s Property, as more particularly set forth herein. A description of the Maintenance Easement Area is attached hereto as **Exhibit “B”**.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Recitals; Exhibits. The above recitals are true and correct and, together with and all Exhibits attached hereto, are incorporated herein by this reference.

2. Grant of Easement. Subject to the terms and conditions set forth in this Agreement, Grantor hereby grants to Grantee, for the benefit of, and appurtenant to Grantee’s Property, a perpetual, non-exclusive easement (“**Easement**”) over, across and through the Maintenance Easement Area for the purposes of access, maintenance, repair, and ingress and egress to and from Grantee’s Property. Grantor reserves and retains all rights to use the Maintenance Easement Area for any purpose which does not unreasonably interfere with Grantee’s use of the Easement.

3. Use and Maintenance of the Maintenance Easement Area. Grantee’s use of the Maintenance Easement Area shall be limited to the purposes described in Section 2 above and as more

particularly described by this Section 3. Grantee shall at all times maintain in a neat and attractive condition, in good condition and repair, at its sole cost and expense, the Maintenance Easement Area and any improvements installed by Grantee therein. Grantee's use and maintenance of the Maintenance Easement Area shall consist of aquatic management, pond repair, mowing, fertilizing, application of turf pesticide/herbicide and pest control, and maintenance of the irrigation. Grantee shall periodically inspect the pond, perform water treatments for the pond, and remove and replace, and/or mow overgrowth of grass or aquatic plants of any sort, and make repairs to the pond banks when necessary. Grantee shall water, fertilize and otherwise care for and maintain the sod and aquatic plants located around the pond bank and in the pond's waters. Grantee shall not allow any algae, plants, foliage or ground cover to become unsightly or unhealthy for the pond's water levels. All pond maintenance shall be performed by Grantee in accordance with industry standards and best management practices for ponds.

4. Compliance with Law. Grantee shall observe and comply with all District rules and policies, which may be adopted and amended from time to time, and shall observe and comply with all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. The Grantee will be responsible for any fines or penalties assessed against the District as a result of the Grantee's actions.

5. Damage to the Maintenance Easement Area. In the event that Grantee causes damage to the Maintenance Easement Area, Grantee shall promptly reimburse the District for the cost of restoration to, as nearly practical, the original condition of the Maintenance Easement Area. Grantee shall have the right to fix the damage to the Maintenance Easement Area itself, at Grantee's sole cost and expense, provided that Grantee shall obtain all required permits, approvals and consents from Hillsborough County, and any other governmental authority having jurisdiction over, or private party having rights to, the Maintenance Easement Area.

6. Insurance. Grantee shall at all times maintain commercial general liability insurance, affording protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges herein granted. Such insurance shall name Grantor as additional insured. Upon request, Grantee shall provide a certificate of such insurance to Grantor prior to entering the Maintenance Easement Area and shall provide to Grantor a replacement or renewal certificate at least thirty (30) days prior to any expiration of such policy.

7. Liens. Grantee shall not permit any lien for labor services or materials to attach to the Maintenance Easement Area in connection with Grantee's improvement thereof or maintenance or repair of Grantee's improvements. In the event that any claim of lien is filed against the Maintenance Easement Area arising from any act of Grantee, its agents, employees, contractors, guests or invitees (collectively, the "**Grantee Parties**"), Grantee shall cause such claim of lien to be released of record within thirty (30) days after Grantee becomes aware of such lien or written notice from Grantor, whichever occurs first, by either satisfying such lien or transferring such lien to bond.

8. Indemnification. Grantee shall indemnify, defend, and hold harmless Grantor, and Grantor's partners, affiliates, employees, contractors, agents, successors and assigns, from and against any and all claims, actions, suits, liability, damages, penalties, fines, costs and expenses, whether personal injury, property damage, liens arising in connection with, or in any way related to the use and exercise of, the easement rights granted hereby and/or the acts or omissions of Grantee or the Grantee Parties. Further, Grantee acknowledges and hereby assumes any and all risks incident to the installation, repair, or maintenance of the Maintenance Easement Area now or hereafter installed in the Maintenance Easement Area, not arising from Grantor's gross negligence or willful misconduct. In addition, except to the extent arising from Grantor's gross negligence or willful misconduct, Grantee shall defend, indemnify and hold Grantor harmless from any claim, demand, lawsuit or cause arising from death or injury to any person or loss, damages or injury to any property directly caused by, arising from, or otherwise growing out of or

resulting directly from Grantee's installation, repair of, maintenance of, or failure to inspect the Maintenance Easement Area, including costs, attorney's fees (at trial or on appeal) and all other reasonable expenses incurred in defending any such claim, subject to the limitations of Section 768.28, Florida Statutes, or such similar or successor statutes. The parties acknowledge that nothing contained herein shall constitute a waiver of Grantor's sovereign immunity protections.

9. "As Is" Grant. The Maintenance Easement Area is delivered to and accepted by Grantee in its "AS IS" condition and without any warranty or representation, express or implied by Grantor, as to the title thereto or condition or suitability for Grantee's purposes whatsoever, and subject to all pre-existing easements, covenants, restrictions and other matters of record.

10. Covenants Running With the Land; Binding Effect. The Easement and the other covenants of the parties set forth in this Agreement shall be deemed appurtenant and a benefit to the Grantee's Property, and a burden against the Maintenance Easement Area, and shall constitute covenants running with the land, binding upon, and inuring to the benefit of the respective successors and assigns of the parties. Prior to any conveyance of the Grantee's Property, Grantee shall deliver a copy of this Agreement to any proposed successor in title. In addition, Grantee shall transmit the contact information of any successor in title to the Grantee's Property to the District within thirty days of the conveyance.

11. No Third Party Beneficiaries; No Public Dedication. This Agreement is for the benefit of the parties hereto only, and may not be relied upon, or enforced by any third parties not specifically named as parties to this Agreement. Nothing in this Agreement shall constitute a dedication to the public or any governmental agency, and no member of the public or any governmental agency shall have any rights hereunder.

12. No Waiver; Entire Agreement. No waiver of any provision hereof, obligation of any party hereto, or breach or default of any party hereto, shall be implied or deemed effective against the party entitled to the benefit of such provision, satisfaction of such obligation, or performance, unless such waiver is specifically set forth in writing signed by the party benefited thereby, or entitled thereto or the enforcement thereof. No single waiver shall constitute a continuing waiver or a waiver of any subsequent or differing obligation, performance, breach, default, right of enforcement, or otherwise.

13. Entire Agreement; Amendment. This Agreement sets forth the entire agreement of the parties with respect to the specific subject matter hereof, and supersedes all prior agreements as to the Easement, and may not be modified, except in writing, executed by both parties hereto, or their respective successors or assigns, and recorded in the Public Records of Hillsborough County, Florida.

14. Severability. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. Attorneys' Fees. In the event of any litigation between the parties arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including without limitation reasonable attorneys' and paralegals' fees and costs, whether such fees and costs are incurred at trial, on appeal or in any bankruptcy or post-judgment proceeding.

16. No Violation of Bond Covenants; No Impact on Public Facility. Nothing contained in this Agreement shall operate to violate any of the covenants set forth in any document related to the District's

issuance of tax-exempt bonds (the “**Bond Documents**”). In the event any or all of the obligations contained in this Agreement would constitute a violation of the District’s bond covenants, trust indenture, or other Bond Documents, as may be supplemented from time to time, the parties agree to negotiate revisions to this Agreement to avoid such violations while maintaining the parties’ intent in entering into this Agreement.

17. Notices. All notices, requests, and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, certified/registered mail, or overnight delivery services, to the parties at the address listed above. Either party may notify the other party of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees listed above. If the Grantee has any concerns regarding the Maintenance Easement Area, they shall notify the District. The District shall provide reasonable notice in the event that District maintenance or repairs in or near the Maintenance Easement Area would prevent Grantee’s use of the Maintenance Easement Area.

18. Public Records. The Grantee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. As such, the parties shall comply with any applicable laws regarding public records, including but not limited to the provisions of Section 119.0701, Florida Statutes, the terms of which are incorporated herein.

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 397-5120, OR BY EMAIL AT NICOLE.HICKS@MERITUSCORP.COM, OR BY REGULAR MAIL AT 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FLORIDA 33607.

19. Governing Law; Venue. This Agreement shall be governed in accordance with Florida law. Venue for any dispute arising under this Agreement shall lie exclusively in the courts located in Hillsborough County, Florida.

20. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the Grantor and the Grantee, both the Grantor and Grantee have complied with all requirements of law, and both the Grantor and Grantee have full power and authority to comply with the terms and provisions of this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

WITNESSES:

GRANTOR:

Printed name: _____

Printed name: _____

**THE OAKS AT SHADY CREEK
COMMUNITY DEVELOPMENT DISTRICT**,
a local unit of special purpose government organized
and existing under Chapter 190, Florida Statutes

By: _____
Dan Schoonover
Chairman

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this _____ day of March 2020, by Dan Schoonover, as Chairman of The Oaks at Shady Creek Community Development District, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes, on behalf of the District. He [____] is personally known to me and has appeared before me by physical presence or [____] has produced _____ for identification.

Signature of Notary Public

(Seal)

(Print, Type or Stamp Name)
My Commission Expires:

[Signatures and Acknowledgements continued on following pages.]

[Grantee's signature page to Easement Agreement.]

WITNESSES:

GRANTEE:

SOUTHFORK TOWERS, LLC,
a Florida limited liability company

Printed name: _____

By: _____
Jeffery S. Hills
Manager

Printed name: _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this _____ day of March, 2020, by Jeffery S. Hills, as Manager of Southfork Towers, LLC, a Florida limited liability company He [____] is personally known to me and has appeared before me by physical presence or [____] has produced _____ as identification.

Notary Public, State of Florida

(Seal)

(Print, Type or Stamp Name)
My Commission Expires:

Exhibit "A"

GRANTEE'S PROPERTY

Exhibit “B”

THE MAINTENANCE EASEMENT AREA PROPERTY

THE OAKS AT SHADY CREEK COMMUNITY DEVELOPMENT DISTRICT

February 21, 2020 Minutes of Regular Meeting

Minutes of the Regular Meeting

The Regular Meeting of The Oaks at Shady Creek Community Development District was held on **Friday, February 21, 2020 at 10:00 a.m.** at the Offices of Lennar Homes, located at 4600 W. Cypress Street, Suite 200, Tampa, Florida 33607.

1. CALL TO ORDER/ROLL CALL

Nicole Hicks called the Regular Meeting of The Oaks at Shady Creek Community Development District to order on **Friday, February 21, 2020 at 10:03 a.m.**

Board Members Present and Constituting a Quorum at the onset of the meeting:

Danny Schoonover	Chair
Gill Hammond	Vice Chair
Kelly Evans	Supervisor
Robin Lush	Supervisor
Tim Wersinger	Supervisor

Staff Members Present:

Nicole Hicks	District Manager, Meritus
Gene Roberts	District Manager, Meritus
John Vericker	District Counsel, Straley Robin Vericker
Kristen Schalter	District Counsel, Straley Robin Vericker
Paul Skidmore	District Engineer, Florida Land Design & Permitting

There were no audience members in attendance.

2. PUBLIC COMMENT ON AGENDA ITEMS

There were no audience comments on agenda items.

3. BUSINESS ITEMS

A. Acceptance of Board Resignation

Supervisor Evans went over her resignation from the Board of Supervisors.

MOTION TO:	Approve Kelly Evans's resignation from the Board.
MADE BY:	Supervisor Hammond
SECONDED BY:	Supervisor Wersinger
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	4/0 - Motion passed unanimously

B. Discussion on Resumes for Board of Supervisor Seat

The Board discussed the resumes for the open seat.

MOTION TO:	Appoint Michelle Lebeau-Elrod to the Board.
MADE BY:	Supervisor Hammond
SECONDED BY:	Supervisor Wersinger
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	4/0 - Motion passed unanimously

Supervisor Lebeau-Elrod recited the Oath of Office. Ms. Schalter provided an overview of Sunshine Laws and guidelines for Supervisors.

The Board discussed the election process. Ms. Hicks said they spoke with the Supervisor of Elections, and they will need to hold a landowner's election instead of going through the general election process this year. The Board discussed further what will happen as part of the landowner's election in November.

C. Appointment of Officers

D. Consideration of Resolution 2020-02; Re-Designating Officers

The Board discussed the officer positions and agreed they would like for Supervisor Schoonover to remain as Chair and for Supervisor Hammond to remain as Vice Chair.

MOTION TO:	Approve Resolution 2020-02 as discussed.
MADE BY:	Supervisor Hammond
SECONDED BY:	Supervisor Schoonover
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	5/0 - Motion passed unanimously

E. Discussion with District Engineer

Supervisor Hammond asked about the issue on Tropical Kingbird.

Mr. Skidmore said the sod is higher than the sidewalk. There are two options: put in a drain or change out the sod. Supervisor Schoonover said the ground is spongy underneath and the area remains wet. The Board continued to discuss, and Mr. Skidmore said he would need to look at the construction plans.

F. Discussion on Landscape Services

Supervisor Hammond said the HOA hired Millennium. The Board discussed Millennium's proposal for the CDD. There is a decrease of \$120 a month with a 2-year contract. Ms. Hicks said she and Mr. Roberts have concerns with Millennium because they have a habit of coming in as the low bidder and then charge excessive rates for irrigation repairs and services. The Board discussed further and would like verbiage added to the contract that Millennium cannot do any work without management's approval. Counsel will review and adjust the contract.

MOTION TO:	Terminate Landcare and hire Millennium to start April 1, 2020.
MADE BY:	Supervisor Hammond
SECONDED BY:	Supervisor Schoonover
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 5/0 - Motion passed unanimously

G. Discussion on Dog Waste Station Proposal

The Board reviewed the proposal. The price for four dog waste stations is \$1,001.84, and the installation cost would be approximately \$120. The Board discussed possible locations. They also discussed using the current vendor for waste removal, or seeing if the landscaping vendor will remove while they are onsite.

MOTION TO:	Approve the purchase and installation of four additional dog waste stations.
MADE BY:	Supervisor Hammond
SECONDED BY:	Supervisor Wersinger
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 5/0 - Motion passed unanimously

H. General Matters of the District

Ms. Hicks discussed moving the meeting location. The Board discussed and agreed they would like to move the meeting location to the South Fork Lakes clubhouse. They will keep all meetings with the same date and time for now. The May and August budget meetings will be discussed at the next meeting.

4. CONSENT AGENDA

A. Consideration of Board of Supervisors Meeting Minutes January 17, 2020

The Board reviewed the meeting minutes.

MOTION TO:	Approve the January 17, 2020 minutes.
MADE BY:	Supervisor Hammond
SECONDED BY:	Supervisor Wersinger
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED
	5/0 – Motion Passed Unanimously

B. Consideration of Operations and Maintenance Expenditures January 2020

The Board reviewed the January 2020 O&Ms. Supervisor Hammond asked if the Landcare irrigation repair should be paid by the HOA.

MOTION TO:	Approve the January 2020 O&Ms.
MADE BY:	Supervisor Wersinger
SECONDED BY:	Supervisor Hammond
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED
	5/0 – Motion Passed Unanimously

C. Review of Financial Statements Month Ending January 31, 2020

The financials were reviewed and accepted.

5. STAFF REPORTS

A. District Counsel

B. District Engineer

There were no additional updates from Counsel or the Engineer at this time.

C. District Manager

i. Aquatics Report

ii. Community Inspection Report

Mr. Roberts went over the management reports with the Board. Supervisor Hammond asked if they can do something other than annuals. Mr. Roberts said the annuals are part of the new contract with Millennium.

6. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS

There were no supervisor requests or audience comments at this time.

7. ADJOURNMENT

MOTION TO:	Adjourn.
MADE BY:	Supervisor Hammond
SECONDED BY:	Supervisor Schoonover
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED
	5/0 – Motion Passed Unanimously

**Please note the entire meeting is available on disc.*

**These minutes were done in a summary format.*

**Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on _____.

Signature

Printed Name

Title:

☐ **Chair**

☐ **Vice Chair**

Signature

Printed Name

Title:

☐ **Secretary**

☐ **Assistant Secretary**

Recorded by Records Administrator

Signature

Date

Official District Seal

Oaks at Shady Creek Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Landcare Landscaping, Inc.	1263760	\$ 4,721.00		February Grounds Maintenance Service Charge
Meritus Districts	9568	2,817.23		Management Services - February
Monthly Contract Sub-Total		\$ 7,538.23		
Variable Contract				
Variable Contract Sub-Total		\$ 0.00		
Utilities				
BOCC	7015729919 021920	\$ 166.85		Water Service Charge Thru 02/14/20
Tampa Electric	211005987436 022020	21.20		Electric Service Charge 01/18/20 Thru 2/17/20
Tampa Electric	211005987634 022020	4,302.96	\$ 4,324.16	Electric Service Charge - 01/17/20 to 02/14/20
Utilities Sub-Total		\$ 4,491.01		
Regular Services				
Regular Services Sub-Total		\$ 0.00		
Additional Services				
Landcare Landscaping, Inc.	1263827	\$ 490.00		Service Charge for Brush, Small trees Cut 02/14/20
Meritus Districts	9613	1,666.65		Chareges for The Difference Between Actual billing and Billed from Oct 19 to Feb 2020
Poop 911	2991628	43.12		Service Charge - Station Empty and Bags fill Charge 10/22/2019
Poop 911	3102320	43.12		Specprice - Station empty and Bags fill -

Oaks at Shady Creek Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
				12/24/2019
Poop 911	3159582	43.12	\$ 129.36	Charge for Station Empty and Bags Fill - 1/28/2020
Solitude	PI A00357321	298.00		Lake & Pond Management Service Charge - 02/01/20 to 02/29/20
Straley Robin Vericker	18022	2,128.40		Professional Services Fee for January 2020
Additional Services Sub-Total		\$ 4,712.41		
TOTAL:		\$ 16,741.65		

Approved (with any necessary revisions noted):

Signature

Printed Name

Title (check one):

☐ Chairman ☐ Vice Chairman ☐ Assistant Secretary



LANDCARE LANDSCAPING, INC.
6767 S. LOIS AVENUE
TAMPA, FL 33616
813.676.6000 OFFICE
813.837.1426 FAX

Invoice

Invoice #

1263760

Date

2/1/2020

Rep

Bill To

OAKS AT SHADY CREEK CDD
C/O MERITUS CORP.
2005 PAN AM CIRCLE SUITE 300
TAMPA, FL 33607

P.O. Number	Project	Terms
	OAKS AT SHADY CREEK CDD MAINTENANCE	NET 30
Quantity	Description	Amount
	RE: OAKS AT SHADY CREEK CCD GROUNDS MAINTENANCE FOR THE MONTH OF FEBRUARY 2020 CCD ONLY, PONDS, FRONT ENTRY AND ALL COMMON AREAS. LANDCARE APPRECIATES YOUR BUSINESS	4,721.00
	Landcare Landscaping offers electronic invoices if you would prefer over paper mailed invoices. Please contact our office at accountingdept@landcare1.com if you would like to make this change to receive your invoices electronically.	0.00
53900 - 4604 CZ		
Should it become necessary for either party incident to this contract to institute legal actions for enforcement of any provisions of this contract, the prevailing party shall be entitled to all court costs and attorney's fees incident to such legal actions.		Total \$4,721.00
A 1.5% LATE FEE WILL BE APPLIED AFTER 30 DAYS OF NON PAYMENT.		

Received
JAN 30 2020



Hillsborough
County Florida

CUSTOMER NAME	ACCOUNT NUMBER	BILL DATE	DUE DATE
THE OAKS AT SHADY CREEK CDD	7015729919	02/19/2020	03/11/2020

Service Address: 14099 TROPICAL KINGBIRD WAY

S-Page 1 of 1

METER NUMBER	PREVIOUS DATE	PREVIOUS READ	PRESENT DATE	PRESENT READ	CONSUMPTION (IN GALLONS)	READ TYPE	METER DESCRIPTION
53984411	01/15/2020	5529	02/14/2020	5806	27700	ACTUAL	WATER

Service Address Charges

Customer Bill Charge	\$4.41
Purchase Water Pass-Thru	\$81.16
Water Base Charge	\$60.50
Water Usage Charge	\$20.78
Total Service Address Charges	\$166.85

Summary of Account Charges

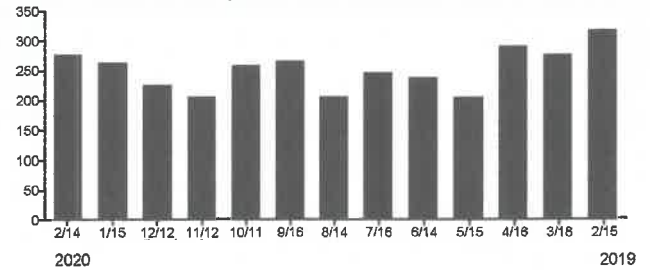
Previous Balance	\$161.70
Net Payments - Thank You	(\$161.70)
Total Account Charges	\$166.85

AMOUNT DUE	\$166.85
-------------------	-----------------

Important Message

Lawn irrigation is restricted to specific days and times. Excessive irrigation may damage lawns, harm the environment, and result in fines. Find your watering days and ways to conserve water at HCFLGov.net/WaterConservation or call (813) 663-3295.

Consumption History x 100 Gallons



Make checks payable to: **BOCC**

ACCOUNT NUMBER: 7015729919

Hillsborough
County Florida

ELECTRONIC PAYMENTS BY CHECK OR

Automated Payment Line: (813) 276 8526
Internet Payments: HCFLGov.net/WaterBill
Additional Information: HCFLGov.net/Water



THANK YOU!



THE OAKS AT SHADY CREEK CDD
2005 PAN AM CIR STE 300
TAMPA FL 33607-6008

Received

FEB 24 2020

DUE DATE	03/11/2020
AMOUNT DUE	\$166.85
AMOUNT PAID	

Statement Date: 02/20/2020

Account: 211005987436

OAKS AT SHADY CREEK COMM
10508 PURPLE MARTIN BLVD
RIVERVIEW, FL 33579-0000

Current month's charges:	\$21.20
Total amount due:	\$21.20
Payment Due By:	03/12/2020

Your Account Summary

Previous Amount Due	\$19.83
Payment(s) Received Since Last Statement	-\$19.83
Current Month's Charges	\$21.20
Total Amount Due	\$21.20



Always assume that a downed power line is energized. Visit tampaelectric.com/safety for more safety tips.

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

Win the TECO VIP Bolts Experience.

Just sign up for one or more free and convenient TECO programs for your chance to win a game-night suite at Amalie Arena, along with 17 friends and family. Learn more and enter to win February 4 through March 6 at tecoenergy.com/VIP.

NO PURCHASE NECESSARY. Sponsored by TECO Energy, Inc. Enter to win 2/4/20 - 3/6/20. Must be 18 or older. Open to Tampa Electric and Peoples Gas customers only. Additional restrictions apply. See full rules at tecoenergy.com/vip/rules. Void where prohibited.



To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 211005987436

Current month's charges:	\$21.20
Total amount due:	\$21.20
Payment Due By:	03/12/2020

Amount Enclosed

\$

681012842522

OAKS AT SHADY CREEK COMM
2005 PAN AM CIRCLE SUITE 300
TAMPA, FL 33607

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318



Account: 211005987436
Statement Date: 02/20/2020
Current month's charges due 03/12/2020

Details of Charges – Service from 01/18/2020 to 02/17/2020

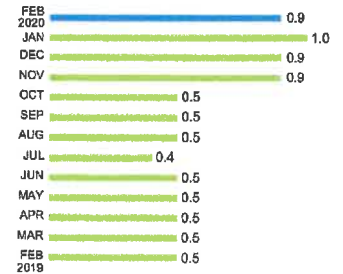
Service for: 10508 PURPLE MARTIN BLVD, RIVERVIEW, FL 33579-0000

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
K66265	02/17/2020	1,547		1,518		29 kWh	1	31 Days

Tampa Electric Usage History

Kilowatt-Hours Per Day (Average)



Basic Service Charge		\$18.06
Energy Charge	29 kWh @ \$0.06010/kWh	\$1.74
Fuel Charge	29 kWh @ \$0.03016/kWh	\$0.87
Florida Gross Receipt Tax		\$0.53
Electric Service Cost		\$21.20

Total Current Month's Charges

\$21.20

Important Messages

More clean energy to you

Tampa Electric has reduced its use of coal by 92 percent over the past 20 years and has cut its carbon footprint in half. This is all made possible through investments in technology that help us use more solar and cleaner, domestically produced natural gas to produce electricity. Today, Tampa Electric is the state's top producer of solar energy per customer, powering more than 100,000 homes everyday with the sun. Our diverse fuel mix for the 12-month period ending Dec. 2019 includes Natural Gas 83%, Coal 6%, Purchased Power 7%, Solar 4% and less than one percent of oil.



OAKS AT SHADY CREEK COMM
301 US HIGHWAY 301 S
TAMPA, FL 33619

Statement Date: 02/20/2020
Account: 211005987634

Current month's charges:	\$4,302.96
Total amount due:	\$4,302.96
Payment Due By:	03/12/2020

Your Account Summary

Previous Amount Due	\$3,268.61
Payment(s) Received Since Last Statement	-\$3,268.61
Current Month's Charges	\$4,302.96
Total Amount Due	\$4,302.96



Always assume that a downed power line is energized. Visit tampaelectric.com/safety for more safety tips.

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NO PURCHASE NECESSARY. Sponsored by TECO Energy, Inc. Enter to win 2/4/20 - 3/6/20. Must be 18 or older. Open to Tampa Electric and Peoples Gas customers only. Additional restrictions apply. See full rules at tecoenergy.com/vip/rules. Void where prohibited.



To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 211005987634

Current month's charges:	\$4,302.96
Total amount due:	\$4,302.96
Payment Due By:	03/12/2020
Amount Enclosed	\$

681012842523

00002229 02 AV 0.38 33607 FTECO102212001073510 00000 02 01000000 003 02 8697 004



OAKS AT SHADY CREEK COMM
2005 PAN AM CIRCLE SUITE 300
TAMPA, FL 33607-6008

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

Received
FEB 24 2020

6810128425232110059876340000004302965

Account: 211005987634
Statement Date: 02/20/2020
Current month's charges due 03/12/2020

Details of Charges – Service from 01/17/2020 to 02/14/2020

Service for: 301 US HIGHWAY 301 S, TAMPA, FL 33619

Rate Schedule: Lighting Service

Lighting Service Items LS-1 (Bright Choices) for 29 days

Lighting Energy Charge	3521 kWh @ \$0.02871/kWh	\$101.09
Fixture & Maintenance Charge	84 Fixtures	\$1165.17
Lighting Pole / Wire	117 Poles	\$2926.17
Lighting Fuel Charge	3521 kWh @ \$0.02989/kWh	\$105.24
Florida Gross Receipt Tax		\$5.29
Lighting Charges		\$4,302.96

Total Current Month's Charges

\$4,302.96

00002229-0005756-Page 3 of 8

Important Messages

More clean energy to you

Tampa Electric has reduced its use of coal by 92 percent over the past 20 years and has cut its carbon footprint in half. This is all made possible through investments in technology that help us use more solar and cleaner, domestically produced natural gas to produce electricity. Today, Tampa Electric is the state's top producer of solar energy per customer, powering more than 100,000 homes everyday with the sun. Our diverse fuel mix for the 12-month period ending Dec. 2019 includes Natural Gas 83%, Coal 6%, Purchased Power 7%, Solar 4% and less than one percent of oil.





LANDCARE LANDSCAPING, INC.
6767 S. LOIS AVENUE
TAMPA, FL 33616
813.676.6000 OFFICE
813.837.1426 FAX

Invoice

Invoice #

1263827

Date

2/14/2020

Bill To

OAKS AT SHADY CREEK CDD
C/O MERITUS CORP.
2005 PAN AM CIRCLE SUITE 300
TAMPA, FL 33607

Rep

JR

P.O. Number	Project	Terms
	LANDSCAPE AND EXTRAS	Net on Receipt
Quantity	Description	Amount
	LANDCARE PROVIDED ALL LABOR AND MATERIAL TO COMPLETE THE FOLLOWING: OAKS AT SHADY CREEK CDD: BEHIND 10606 GREAT CORMORANT DRIVE. LABOR, MATERIALS AND ANY AND ALL DUMP FEES ASSOCIATED WITH WORK TO CUT BACK BRUSH AND LIMB UP SMALL TREES IN BACK OF (3) HOUSE'S FROM FENCE LINE TO APPROX. 10-15 FEET IF ALLOWABLE.	490.00
Should it become necessary for either party incident to this contract to institute legal actions for enforcement of any provisions of this contract, the prevailing party shall be entitled to all court costs and attorney's fees incident to such legal actions.		Total \$490.00
A 1.5% LATE FEE WILL BE APPLIED AFTER 30 DAYS OF NON PAYMENT.		

Received
FEB 20 2020

53900- 465
GL

Meritus Districts

2005 Pan Am Circle
Suite 300
Tampa, FL 33607

Voice: 813-397-5121
Fax: 813-873-7070

INVOICE

Invoice Number: 9613
Invoice Date: Feb 11, 2020
Page: 1

Bill To:

Oaks at Shady Creek CDD
2005 Pan Am Circle
Suite 300
Tampa, FL 33607

Ship to:**Customer ID**

Oaks at Shady Creek

Customer PO**Payment Terms**

Net Due

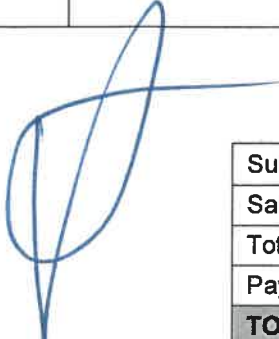
Shipping Method

Best Way

Ship Date**Due Date**

2/11/20

Quantity	Item	Description	Unit Price	Amount
		Difference between charges for services that should have been billed and actual billing for period 10/1/19 - 2/29/20:		
		Website Administration		1,666.65



Subtotal	1,666.65
Sales Tax	
Total Invoice Amount	1,666.65
Payment/Credit Applied	
TOTAL	1,666.65

Service Slip/Invoice

POOP 911
PO BOX 844482
Dallas, TX 75284-4482
877-766-7911

INVOICE: 2991628
DATE: 10/22/2019
ORDER:

Bill To: [132872]
The Oaks at Shady Creek CDD
C/O Meritus
2005 PAN AM CIR
Suite 120
TAMPA, FL 33607-2359

Work Location: [132872] 813-397-5120
The Oaks at Shady Creek CDD
C/O Meritus
13956 US-301
RIVERVIEW, FL 33579

Work Date	Time	Target Pest	Technician	Time In
10/22/2019	12:00 AM		BLAKEW	
Purchase Order	Terms	Last Service	Map Code	Time Out
		3/27/2019		

Service	Description	Price
SPECPRICE	1 station emptied/bags filled	43.12
		SUBTOTAL \$43.12
		TAX \$0.00
		AMT. PAID \$0.00
		TOTAL \$43.12
		AMOUNT DUE \$43.12

53900 - 4605
GR

* Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. Customer agrees to pay accrued expenses in the event of collection.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above. 30

PLEASE PAY FROM THIS INVOICE

Service Slip/Invoice

POOP 911
PO BOX 844482
Dallas, TX 75284-4482
877-766-7911

INVOICE: 3102320
DATE: 12/24/2019
ORDER:

Bill To: [132872]
The Oaks at Shady Creek CDD
C/O Meritus
2005 PAN AM CIR
Suite 120
TAMPA, FL 33607-2359

Work Location: [132872] 813-397-5120
The Oaks at Shady Creek CDD
C/O Meritus
13956 US-301
RIVERVIEW, FL 33579

Work Date	Time	Target Pest	Technician	Time In
12/24/2019	12:00 AM		BLAKEW	
Purchase Order	Terms	Last Service	Map Code	Time Out
		3/27/2019		

Service	Description	Price
SPECPRICE	1 station emptied/bags filled	43.12
		SUBTOTAL \$43.12
		TAX \$0.00
		AMT. PAID \$0.00
		TOTAL \$43.12
		AMOUNT DUE \$43.12

53900.4605
QR

* Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. Customer agrees to pay accrued expenses in the event of collection.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.

PLEASE PAY FROM THIS INVOICE

POOP 911
PO BOX 844482
Dallas, TX 75284-4482
877-766-7911

Bill To: [132872]
The Oaks at Shady Creek CDD
C/O Meritus
2005 PAN AM CIR
Suite 120
TAMPA, FL 33607-2359

WOMEN&WORK
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INVOICE

Voice: (888) 480-5253 Fax: (888) 358-0088

Invoice Number: PI-A00357321
 Invoice Date: 02/01/20
 PROPERTY: Oaks @ Shady
 Crk Cdd

SOLD TO: Oaks @ Shady Crk Cdd
 C/O Meritus
 2005 Pan AM Circle Suite 300
 Tampa, FL 33607

CUSTOMER ID	CUSTOMER PO	Payment Terms	
8184		Net 30	
Sales Rep ID	Shipment Method	Ship Date	Due Date
Josh F. McGarry			03/02/20

Qty	Item / Description	UOM	Unit Price	Extension
1	Lake & Pond Management Services SVR49021 02/01/20 - 02/29/20 Lake & Pond Management Services		298.00	298.00

53966.4307
 4.2

PLEASE REMIT PAYMENT TO:

1320 Brookwood Drive, Suite H
 Little Rock, AR 72202

Subtotal	298.00
Sales Tax	0.00
Total Invoice	298.00
Payment Received	0.00
TOTAL	298.00

Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606

Telephone (813) 223-9400 * Facsimile (813) 223-5043

Federal Tax Id. - 20-1778458

The Oaks at Shady Creek CDD
c/o Meritus Districts
2005 PAN AM CIRCLE, SUITE 300
Tampa, FL 33607

February 25, 2020

Client: 001450

Matter: 000001

Invoice #: 18022

Page: 1

RE: General

For Professional Services Rendered Through February 15, 2020

SERVICES

Date	Person	Description of Services	Hours
1/16/2020	JMV	REVIEW AGENDA PACKET AND PREPARE FOR CDD BOARD MEETING.	0.3
1/17/2020	JMV	PREPARE FOR AND ATTEND CDD BOARD MEETING.	1.8
1/21/2020	JMV	REVIEW COMMUNICATION FROM L. COFFEY RE: CDD DRAINAGE POND MAINTENANCE; DRAFT EMAIL TO L. COFFEY.	0.4
1/21/2020	LB	RESEARCH RE PROPERTY OWNED BY EISENHOWER PROPERTY GROUP AND CARLTON LAKES CDD RE ISSUE WITH CHANGE TO POND AND SWFWMD REQUEST RE SAME; OFFICE CONFERENCE WITH J. VERICKER RE SAME.	0.7
1/21/2020	LB	PREPARE LETTERS AND MEMOS TO R. LUSH AND T. WERSINGER RE FLORIDA'S SUNSHINE LAWS, PUBLIC RECORDS AND TEXTING.	1.0
1/22/2020	KMS	REVIEW NEW SUPERVISOR PACKETS FOR R. LUSH AND T. WERSINGER; DRAFT INTERLOCAL AGREEMENT FOR POND MAINTENANCE AND COSTS WITH CARLTON LAKES CDD.	1.2
1/23/2020	KMS	REVIEW COMMUNICATIONS FROM R. MOTKO; REVIEW PROPERTY APPRAISER INFORMATION FOR POND PARCEL.	0.4
1/27/2020	KMS	DRAFT MAINTENANCE EASEMENT AGREEMENT FOR POND BANK.	0.8
1/29/2020	KMS	REVISE AND FINALIZE MAINTENANCE EASEMENT AGREEMENT.	0.4

51460-3107
92

February 25, 2020
 Client: 001450
 Matter: 000001
 Invoice #: 18022

Page: 2

SERVICES

Date	Person	Description of Services	Hours	
2/7/2020	KMS	REVIEW COMMUNICATIONS FROM R. MOTKO; REVIEW LEGAL DESCRIPTIONS OF POND; REVISE AND FINALIZE MAINTENANCE EASEMENT AGREEMENT; DRAFT A RESOLUTION ACCEPTING AND CONSENTING TO THE MAINTENANCE EASEMENT FROM SOUTHFORK TOWERS LLC; DRAFT EMAIL TO R. MOTKO.	1.5	
2/13/2020	LB	EMAILS TO AND FROM B. CRUTCHFIELD RE NOVEMBER LANDOWNERS ELECTIONS; RESEARCH RE SEATS UP IN NOVEMBER FOR THE LANDOWNERS ELECTION.	0.2	
Total Professional Services			8.7	\$2,122.50

PERSON RECAP

Person		Hours	Amount
JMV	John M. Vericker	2.5	\$762.50
KMS	Kristen M. Schalter	4.3	\$1,075.00
LB	Lynn Butler	1.9	\$285.00

DISBURSEMENTS

Date	Description of Disbursements	Amount
1/22/2020	Postage	\$2.90
2/15/2020	Photocopies (20 @ \$0.15)	\$3.00
Total Disbursements		\$5.90

February 25, 2020
Client: 001450
Matter: 000001
Invoice #: 18022

Page: 3

Total Services	\$2,122.50	
Total Disbursements	\$5.90	
Total Current Charges		\$2,128.40

PAY THIS AMOUNT

\$2,128.40

Please Include Invoice Number on all Correspondence

The Oaks at Shady Creek Community Development District

Financial Statements
(Unaudited)

Period Ending
February 29, 2020



Meritus Districts
2005 Pan Am Circle ~ Suite 300 ~ Tampa, Florida 33607
Phone (813) 873-7300 ~ Fax (813) 873-7070

The Oaks at Shady Creek CDD

Balance Sheet

As of 2/29/2020

		General Fund	Debt Service - Series 2015	Capital Project - Series 2015	General Fixed Assets Account Group	General Long-Term Debt	Total
Assets							
10101	Cash-Operating Account	303,260.93	0.00	0.00	0.00	0.00	303,260.93
10123	Cash - Revenue - Series 2015 #7000	0.00	457,961.62	0.00	0.00	0.00	457,961.62
10124	Cash - Reserve - Series 2015 #7004	0.00	110,270.68	0.00	0.00	0.00	110,270.68
10125	Cash - Interest - Series 2015 #7002	0.00	54.31	0.00	0.00	0.00	54.31
10127	Cash - Principal - Series 2015 #7001	0.00	0.00	0.00	0.00	0.00	0.00
10128	Cash - Sinking Fund - Series 2015 #7005	0.00	12.51	0.00	0.00	0.00	12.51
10129	Cash - Acq/Construction Gen Fund - Series 2015 #7010	0.00	0.80	496.32	0.00	0.00	497.12
11501	Accounts Receivable - Other	0.00	0.00	0.00	0.00	0.00	0.00
12101	Due From Developer	0.00	0.00	0.00	0.00	0.00	0.00
12114	Assessments Receivable - Tax Roll	0.00	0.00	0.00	0.00	0.00	0.00
13101	Due From General Fund	0.00	0.00	0.00	0.00	0.00	0.00
15500	Prepaid Expense	0.00	0.00	0.00	0.00	0.00	0.00
15501	Prepaid General Liability Insurance	0.00	0.00	0.00	0.00	0.00	0.00
15502	Prepaid Public Officials Insurance	0.00	0.00	0.00	0.00	0.00	0.00
15503	Prepaid Trustee Fees	416.63	0.00	0.00	0.00	0.00	416.63
15504	Prepaid Property Insurance	0.00	0.00	0.00	0.00	0.00	0.00
15601	Deposits	6,865.00	0.00	0.00	0.00	0.00	6,865.00
16990	Construction Work In Progress	0.00	0.00	0.00	5,823,190.64	0.00	5,823,190.64
18000	Amount Available-Debt Service	0.00	0.00	0.00	0.00	415,384.24	415,384.24
18100	Amount To Be Provided-Debt Service	0.00	0.00	0.00	0.00	5,836,627.76	5,836,627.76
	Other	0.00	0.00	0.00	0.00	0.00	0.00
	Total Assets	310,542.56	568,299.92	496.32	5,823,190.64	6,252,012.00	12,954,541.44
Liabilities							
20200	Accounts Payable	8,038.77	0.00	0.00	0.00	0.00	8,038.77
20702	Due To Debt Service Fund	0.00	0.00	0.00	0.00	0.00	0.00
21800	Accrued Expenses Payable	0.00	0.00	0.00	0.00	0.00	0.00
22005	Due to Developer	0.00	0.00	0.00	0.00	0.00	0.00
23295	Revenue Bond Payable - Series 2015	0.00	0.00	0.00	0.00	6,252,012.00	6,252,012.00
	Other	0.00	0.00	0.00	0.00	0.00	0.00

The Oaks at Shady Creek CDD

Balance Sheet

As of 2/29/2020

	General Fund	Debt Service - Series 2015	Capital Project - Series 2015	General Fixed Assets Account Group	General Long-Term Debt	Total
Total Liabilities	<u>8,038.77</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>6,252,012.00</u>	<u>6,260,050.77</u>
Fund Equity & Other Credits						
24700 Fund Balance-All Other Reserves	0.00	415,384.24	493.73	0.00	0.00	415,877.97
27100 Fund Balance-Unreserved	133,520.01	0.00	0.00	0.00	0.00	133,520.01
27200 Retained Earnings-Unreserved	0.00	0.00	0.00	0.00	0.00	0.00
28000 Investment In General Fixed Assets	0.00	0.00	0.00	5,823,190.64	0.00	5,823,190.64
Other	<u>168,983.78</u>	<u>152,915.68</u>	<u>2.59</u>	<u>0.00</u>	<u>0.00</u>	<u>321,902.05</u>
Total Fund Equity & Other Credits	<u>302,503.79</u>	<u>568,299.92</u>	<u>496.32</u>	<u>5,823,190.64</u>	<u>0.00</u>	<u>6,694,490.67</u>
Total Liabilities & Fund Equity	<u>310,542.56</u>	<u>568,299.92</u>	<u>496.32</u>	<u>5,823,190.64</u>	<u>6,252,012.00</u>	<u>12,954,541.44</u>

The Oaks at Shady Creek CDD

Statement of Revenues and Expenditures

001 - General Fund
From 10/1/2019 Through 2/29/2020
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Special Assessments - Service Charges				
Operations & Maintenance Assmts-Tax Roll	247,725	249,553	1,828	1 %
Interest Earnings				
Interest Earnings	0	26	26	0 %
Total Revenues	247,725	249,579	1,854	1 %
Expenditures				
Legislative				
Supervisor Fees	9,600	1,600	8,000	83 %
Financial & Administrative				
District Manager	33,750	14,063	19,688	58 %
District Engineer	5,000	0	5,000	100 %
Disclosure Report	4,200	0	4,200	100 %
Trustees Fees	5,000	2,083	2,917	58 %
Auditing Services	6,875	500	6,375	93 %
Postage, Phone, Faxes, Copies	3,500	23	3,477	99 %
Public Officials Insurance	2,200	2,050	150	7 %
Legal Advertising	2,500	341	2,159	86 %
Bank Fees	250	0	250	100 %
Dues, Licenses & Fees	200	175	25	13 %
Miscellaneous Fees	100	0	100	100 %
Office Supplies	250	0	250	100 %
Website Administration	4,000	3,657	343	9 %
Legal Counsel				
District Counsel	5,000	2,979	2,021	40 %
Electric Utility Services				
Electric Utility Services	77,300	18,842	58,458	76 %
Water-Sewer Combination Services				
Water Utility Services	6,000	615	5,385	90 %
Other Physical Environment				
Waterway Management Program	4,625	1,490	3,135	68 %
Property & Casualty Insurance	5,000	4,465	535	11 %
Entry & Walls Maintenance	0	1,450	(1,450)	0 %
Landscape Maintenance - Contract	55,000	24,420	30,580	56 %
Landscape Maintenance - Other	9,375	1,562	7,813	83 %
Plant Replacement Program	3,500	0	3,500	100 %
Irrigation Maintenance	4,500	281	4,219	94 %
Total Expenditures	247,725	80,596	167,129	67 %
Excess Revenues Over (Under) Expenses	0	168,984	168,984	0 %
Fund Balance, Beginning of Period				
Fund Balance-Unreserved	0	133,520	133,520	0 %
Total Fund Balance, Beginning of Period	0	133,520	133,520	0 %

The Oaks at Shady Creek CDD

Statement of Revenues and Expenditures

001 - General Fund

From 10/1/2019 Through 2/29/2020

(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Fund Balance, End of Period	<u>0</u>	<u>302,504</u>	<u>302,504</u>	<u>0 %</u>

The Oaks at Shady Creek CDD

Statement of Revenues and Expenditures

203 - Debt Service - Series 2015
From 10/1/2019 Through 2/29/2020
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Special Assessments - Capital Improvements				
Debt Service Assmts - Tax Roll	419,981	422,846	2,865	1 %
Interest Earnings				
Interest Earnings	0	2,248	2,248	0 %
Total Revenues	419,981	425,094	5,113	1 %
Expenditures				
Debt Service Payments				
Interest-Series 2015	289,982	147,178	142,804	49 %
Principal-Series 2015	130,000	125,000	5,000	4 %
Total Expenditures	419,982	272,178	147,804	35 %
Excess Revenues Over (Under) Expenses	(1)	152,916	152,917	(15,291,668)%
Fund Balance, Beginning of Period				
Fund Balance-All Other Reserves	0	415,384	415,384	0 %
Total Fund Balance, Beginning of Period	0	415,384	415,384	0 %
Fund Balance, End of Period	(1)	568,300	568,301	(56,830,092)%

The Oaks at Shady Creek CDD

Statement of Revenues and Expenditures

303 - Capital Project - Series 2015
From 10/1/2019 Through 2/29/2020
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Interest Earnings				
Interest Earnings	0	3	3	0 %
Total Revenues	0	3	3	0 %
Excess Revenues Over (Under)	0	3	3	0 %
Expenses				
Fund Balance, Beginning of Period				
Fund Balance-All Other Reserves	0	494	494	0 %
Total Fund Balance, Beginning of Period	0	494	494	0 %
Fund Balance, End of Period	0	496	496	0 %

The Oaks at Shady Creek CDD
Reconcile Cash Accounts

Summary

Cash Account: 10101 Cash-Operating Account
Reconciliation ID: 02/29/2020
Reconciliation Date: 2/29/2020
Status: Locked

Bank Balance	309,263.44
Less Outstanding Checks/Vouchers	6,002.51
Plus Deposits in Transit	0.00
Plus or Minus Other Cash Items	0.00
Plus or Minus Suspense Items	<u>0.00</u>
Reconciled Bank Balance	303,260.93
Balance Per Books	<u>303,260.93</u>
Unreconciled Difference	<u><u>0.00</u></u>

Click the Next Page toolbar button to view details.

The Oaks at Shady Creek CDD
Reconcile Cash Accounts

Detail

Cash Account: 10101 Cash-Operating Account
Reconciliation ID: 02/29/2020
Reconciliation Date: 2/29/2020
Status: Locked

Outstanding Checks/Vouchers

<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>	<u>Payee</u>
1564	2/5/2020	Series 2015 FY20 Tax Dist ID 457	6,002.51	The Oaks at Shady Creek CDD
Outstanding Checks/Vouchers			6,002.51	

The Oaks at Shady Creek CDD
Reconcile Cash Accounts

Detail

Cash Account: 10101 Cash-Operating Account

Reconciliation ID: 02/29/2020

Reconciliation Date: 2/29/2020

Status: Locked

Cleared Checks/Vouchers

Document Number	Document Date	Document Description	Document Amount	Payee
1556	1/23/2020	System Generated Check/Voucher	200.00	Timothy Wersinger
1557	2/3/2020	System Generated Check/Voucher	161.70	BOCC
1558	2/3/2020	System Generated Check/Voucher	2,817.23	Meritus Districts
1559	2/3/2020	System Generated Check/Voucher	212.50	Straley Robin Vericker
1560	2/3/2020	System Generated Check/Voucher	3,288.44	TECO
1561	2/13/2020	System Generated Check/Voucher	1,666.65	Meritus Districts
1562	2/20/2020	System Generated Check/Voucher	4,721.00	Landcare Landscaping, Inc.
1563	2/20/2020	System Generated Check/Voucher	298.00	Solitude Lake Management, LLC
Cleared Checks/Vouchers			13,365.52	

The Oaks at Shady Creek CDD
Reconcile Cash Accounts

Detail

Cash Account: 10101 Cash-Operating Account

Reconciliation ID: 02/29/2020

Reconciliation Date: 2/29/2020

Status: Locked

Cleared Deposits

<u>Deposit Number</u>	<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>
	CR195	2/4/2020	Tax Distribution - 02.04.20	9,545.05
	CR197	2/29/2020	February Bank Activity	<u>4.98</u>
Cleared Deposits				<u><u>9,550.03</u></u>



Meritus

MONTHLY MAINTENANCE INSPECTION GRADESHEET

Site: The Oaks at Shady Creek

Date: 3/13/20

	MAXIMUM VALUE	CURRENT VALUE	CURRENT DEDUCTION	REASON FOR DEDUCTION
AQUATICS				
DEBRIS	25	20	-5	Hog damage has not increased
INVASIVE MATERIAL (FLOATING)	20	15	-5	Pennywort/Algae
INVASIVE MATERIAL (SUBMERSED)	20	18	-2	Spike Rush
FOUNTAINS/AERATORS	20	20	0	N/A
DESIRABLE PLANTS	15	15	0	Good

AMENITIES

CLUBHOUSE INTERIOR	4	4	0	
CLUBHOUSE EXTERIOR	3	3	0	
POOL WATER	10	10	0	
POOL TILES	10	10	0	
POOL LIGHTS	5	5	0	
POOL FURNITURE/EQUIPMENT	8	8	0	
FIRST AID/SAFETY ITEMS	10	10	0	
SIGNAGE (rules, pool, playground)	5	5	0	
PLAYGROUND EQUIPMENT	5	5	0	
RECREATIONAL FACILITIES	7	7	0	
RESTROOMS	6	6	0	
HARDSCAPE	10	10	0	
ACCESS & MONITORING SYSTEM	3	3	0	
IT/PHONE SYSTEM	3	3	0	
TRASH RECEPTACLES	3	3	0	
WATER FOUNTAINS	8	8	0	

MONUMENTS AND SIGNS

CLEAR VISIBILITY (Landscaping)	25	25	0	Good
PAINTING	25	25	0	Good
CLEANLINESS	25	25	0	Good
GENERAL CONDITION	25	25	0	Good



Meritus

MONTHLY MAINTENANCE INSPECTION GRADESHEET

Site: The Oaks at Shady Creek

Date: 3/13/20

	MAXIMUM VALUE	CURRENT VALUE	CURRENT DEDUCTION	REASON FOR DEDUCTION
HIGH IMPACT LANDSCAPING				
ENTRANCE MONUMENT	40	35	-5	Annuals need to be replaced/ waiting on new vendor
RECREATIONAL AREAS	30	28	-2	Pocket park -weeds in the turf
SUBDIVISION MONUMENTS	30	30	0	
HARDSCAPE ELEMENTS				
WALLS/FENCING	15	15	0	Good
SIDEWALKS	30	30	0	Good
SPECIALTY MONUMENTS	15	15	0	Good
STREETS	25	25	0	County
PARKING LOTS	15	15	0	N/A
LIGHTING ELEMENTS				
STREET LIGHTING	33	33	0	?
LANDSCAPE UP LIGHTING	22	22	0	
MONUMENT LIGHTING	30	30	0	
AMENITY CENTER LIGHTING	15	15	0	
GATES				
ACCESS CONTROL PAD	25	25	0	N/A
OPERATING SYSTEM	25	25	0	N/A
GATE MOTORS	25	25	0	N/A
GATES	25	25	0	Ok
SCORE	700	681	-19	97%

Manager's Signature: Gene Roberts

Supervisor's Signature: _____



District Management Services, LLC

MONTHLY LANDSCAPE MAINTENANCE INSPECTION GRADESHEET

Site: The Oaks at Shady Creek

Date: Friday, March 13, 2020

MAXIMUM VALUE	CURRENT VALUE	CURRENT DEDUCTION	REASON FOR DEDUCTION
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LANDSCAPE MAINTENANCE

TURF	5	3	-2	The recently installed sod has dried out
TURF FERTILITY	10	10	0	OK
TURF EDGING	5	5	0	Good
WEED CONTROL - TURF AREAS	5	3	-2	Some Dollar weed
TURF INSECT/DISEASE CONTROL	10	10	0	None observed
PLANT FERTILITY	5	5	0	Improving
WEED CONTROL - BED AREAS	5	4	-1	Some detailing needed
PLANT INSECT/DISEASE CONTROL	5	4	-1	Palm trees
PRUNING	10	10	0	Better
CLEANLINESS	5	5	0	OK
MULCHING	5	3	-2	Needs freshening
WATER/IRRIGATION MGMT	8	6	-2	Turf is dry
CARRYOVERS	5	4	-1	Dead turf

SEASONAL COLOR/PERENNIAL MAINTENANCE

VIGOR/APPEARANCE	7	4	-3	Poor
INSECT/DISEASE CONTROL	7	7	0	
DEADHEADING/PRUNING	3	3	0	

SCORE

100	86	-14	86%
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Contractor Signature: _____

Manager's Signature: GR

Supervisor's Signature: _____

The Oaks at Shady Creek March



The annuals at the entrance need to be replaced but will wait for Millennium to start.



Turf along Purple Martin has good color but is on the dry side.



Zoysia turf at the Pocket park is dry and needs to be treated for weeds.



Some of the landscape beds need weed detailing.



The sod recently installed dried out and will need to be replaced under warranty.



Millennium has been directed to inject the Sylvestris Palms with fertilizer and fungicide.



The landscape beds need fresh mulch.



Shrubs/plants were recently fertilized and are looking better.



The Coontie plants still are covered with Sooty mold.



Pond 3 has some Pennywort around the perimeter that needs to be treated.



Pond 2 also needs to be treated for Pennywort weeds.



The hog damage to the pond banks does not appear to have increased.



Pond 4 looks good.



Pond 1 needs to be treated for algae and has trash floating in it.