



**DEL WEBB OAK CREEK  
COMMUNITY DEVELOPMENT  
DISTRICT**

**LEE COUNTY  
REGULAR BOARD MEETING  
SEPTEMBER 9, 2024  
11:30 A.M.**

Special District Services, Inc.  
27499 Riverview Center Boulevard, #253  
Bonita Springs, FL 33134

[www.terrenocdd.org](http://www.terrenocdd.org)  
561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**DEL WEBB OAK CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
24311 Walden Center Drive, Suite 300  
Bonita Springs, FL 34134  
**REGULAR BOARD MEETING**  
September 9, 2024  
11:30 A.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
  - 1. May 13, 2024 Regular Board Meeting & Public Hearing.....Page 2
- G. Old Business
- H. New Business
  - 1. Consider Approval of Phase 2A Acquisition.....Page 6
  - 2. Consider Resolution No. 2024-07 – Adopting a Fiscal Year 2023/2024 Amended Budget..Page 49
  - 3. Consider Resolution No. 2024-08 – Goals and Objectives.....Page 54
- I. Administrative Matters
- J. Board Members Comments
- K. Adjourn

DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

The Board of Supervisors (Board) for the Del Webb Oak Creek Community Development District (District) will hold a Regular Board Meeting (Meeting) on September 9, 2024, at 11:30 a.m. in the Offices of Pulte located at 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134 for the purpose of considering any business that may properly come before it. A copy of the agenda may be obtained at the offices of the District Manager located at 2501A Burns Road, Palm Beach Gardens, Florida 33410, Ph: (561) 630-4922 (District Managers Office), during normal business hours.

The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The Meeting may be continued to a date, time, and place to be specified on the record at the Meeting. There may be occasions when Board Supervisors or District staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Managers Office at least forty-eight (48) hours prior to the Meeting. 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), for aid in contacting the District Managers Office.

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 will need a record of 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.

Meetings may be cancelled from time to time without advertised notice.

Michelle Krizen

District Manager

DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT

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

Aug 30, 2024 #10506736

**DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT  
PUBLIC HEARING & REGULAR BOARD MEETING  
MAY 13, 2024**

**A. CALL TO ORDER**

The May 13, 2024, Regular Board Meeting of the Del Webb Oak Creek Community Development District (the “District”) was called to order at 11:31 a.m. at 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134.

**B. PROOF OF PUBLICATION**

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in the *Fort Myers News-Press* on April 23, 2024, and April 30, 2024, as legally required.

**C. ESTABLISH A QUORUM**

A quorum was established with the following Supervisors in attendance:

Chairman	Scott Brooks	Present
Vice Chairperson	Laura Ray	Present
Supervisor	Naomi Robertson	Present
Supervisor	Patrick Butler	Present
Supervisor	Kimberly Morton (who arrived at 11:32 a.m.)	Present

Staff present included:

District Manager	Kathleen Meneely	Special District Services, Inc.
District Counsel	Alyssa Willson (via phone)	Kutak Rock

**D. ADDITIONS OR DELETIONS TO AGENDA**

There was a consensus of the Board to add a Discussion Regarding Developer Letter under New Business.

**E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

There were no comments from the public for items not on the agenda.

**F. APPROVAL OF MINUTES**

**1. March 11, 2024, Regular Board Meeting**

The minutes of the March 11, 2024, Regular Board Meeting were presented for consideration.

A **motion** was made by Ms. Ray, seconded by Mr. Brooks and passed unanimously approving the minutes of the March 11, 2024, Regular Board Meeting, as presented.

Ms. Krizen then recessed the Regular Board Meeting and opened the Public Hearing.

## **G. PUBLIC HEARING**

### **1. Proof of Publication**

Proof of publication was presented which showed that notice of the Public Hearing had been published in the *Fort Myers News-Press* on April 23, 2024, and April 30, 2024, as legally required.

### **2. Receive Public Comment on Fiscal Year 2024/2025 Final Budget**

There was no public comment on the Fiscal Year 2024/2025 Final Budget.

### **3. Consider Resolution No. 2024-03 – Adopting a Fiscal Year 2024/2025 Final Budget**

Resolution No. 2024-03 was presented, entitled:

**RESOLUTION 2024-03  
[FY 2024/2025 APPROPRIATION RESOLUTION]**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

There was discussion regarding the conveyance of the preserve and the cost of monitoring. Mr. Butler will get the scope of the maintenance and monitoring proposal to share with the Board. There were questions regarding the lake conveyance status and conditions of the lake bank. The District Engineer was not present for the discussion.

A **motion** was made by Mr. Brooks, seconded by Ms. Ray and passed unanimously adopting Resolution No. 2024-03, as presented.

### **4. Consider Resolution No. 2024-04 – Adopting a Fiscal Year 2024/2025 Annual Assessment**

Resolution No. 2024-04 was presented, entitled:

**RESOLUTION 2024-04  
[FY 2024/2025 ASSESSMENT RESOLUTION]**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2025 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT**

**ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Ms. Ray, seconded by Mr. Brooks and passed unanimously adopting Resolution No. 2024-04, as presented.

Ms. Krizen then closed the Public Hearing and reconvened the Regular Board Meeting.

**H. OLD BUSINESS**

There were no Old Business items to come before the Board.

**I. NEW BUSINESS**

**1. Consider Direct Collection Agreement for Fiscal Year 2024/2025**

It was explained that this agreement will allow for the developer to pay directing, eliminating multiple invoices.

A **motion** was made by Mr. Brooks, seconded by Ms. Ray and passed unanimously approving the Direct Collection Agreement for the Fiscal Year 2024/2025, as presented.

**2. Consider Resolution No. 2024-05 – Adopting a Fiscal Year 2024/2025 Meeting Schedule**

Resolution No. 2024-05 was presented, entitled:

**RESOLUTION NO. 2024-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2024/2025 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Ms. Ray, seconded by Mr. Brooks and passed unanimously adopting Resolution No. 2024-05, amended to reflect changing the November 2024 meeting date from November 11, 2024, to November 5, 2024, due to the Veterans' Day holiday.

**3. Consider Resolution No. 2024-06 – Announcing a Landowners' Meeting**

Resolution No. 2024-06 was presented, entitled:

**RESOLUTION 2024-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER**

**ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

It was noted that Seats 3 and 5 were up for election in November. Since this is the first landowners' meeting after the initial landowners' meeting, it must be held the first Tuesday in November.

A **motion** was made by Ms. Ray, seconded by Mr. Brooks and passed unanimously announcing the Landowners' Meeting for November 5, 2024.

**4. Discussion Regarding Developer Letter**

Ms. Willson explained that she had been working with Mr. Butler, Ms. Robertson and the District Engineer to finalize Phase 3. She recommended signing the documents to allow processing when finalized. This will be brought before the Board to be memorialized once completed.

**J. ADMINISTRATIVE MATTERS**

The Board was reminded that Form 1 – Statement of Financial Interests was due July 1<sup>st</sup> and would only be accepted electronically from now moving forward.

**K. BOARD MEMBER COMMENTS**

There were no further comments from the Board Members.

**L. ADJOURNMENT**

There being no further business to come before the Board, a **motion** was made by Ms. Ray, seconded by Mr. Brooks and passed unanimously adjourning the Regular Board Meeting at 11:51 a.m.

**ATTESTED BY:**

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Secretary/Assistant Secretary

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Chairperson/Vice-Chair

**DEVELOPER LETTER**

\_\_\_\_\_, 2024

Board of Supervisors  
Del Webb Oak Creek Community Development District  
c/o Special District Services, Inc.  
2501A Burns Road  
Palm Beach Gardens, Florida 33410

RE: Acquisition of Del Webb Oak Creek Series 2023 Project Infrastructure- Phase 2A Potable Water and Wastewater Improvements

Dear Ms. Krizen,

We are writing to request that the Del Webb Oak Creek Community Development District (“**District**”) acquire from Pulte Home Company, LLC (“**Developer**”) the public infrastructure improvements and/or work product set forth in **Exhibit A**, which is attached hereto. Developer created the improvements and/or work product consistent with the District *Engineer’s Report*, dated July 11, 2022, prepared by the District Engineer and the improvements and/or work product are now complete. As set forth in more detail in a Bill of Sale dated on or about the same date as this letter, the Developer wishes to convey the improvements and work product to the District in exchange for the payment of **\$507,312.90** representing the actual cost of creating and/or constructing such improvements and work product. Please have the funds made payable to the Developer. In connection with this conveyance, the Developer agrees to pay all remaining costs for the District infrastructure as indicated on **Exhibit A**.

*[signatures appear on following page]*



Sincerely,

PULTE HOME COMPANY, LLC

---

By: Naomi Robertson  
Its: Vice President of Finance

ACKNOWLEDGED AND AGREED TO BY:

---

Scott Brooks  
Chairperson, Board of Supervisors  
Del Webb Oak Creek Community Development District

**Exhibit A:** Description of Improvements and/or Work Product

## EXHIBIT A

### DESCRIPTION OF IMPROVEMENTS

All potable water lines and wastewater lines, and including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, related work product, equipment and appurtenances thereto, located within or upon those *certain* areas designated as Tracts “R-1” through “R-3” (Roadways), and the Public Utility Easements specifically identified in **Exhibit B**, and further described on the Plat known as Del Webb Oak Creek Phase 2, A Subdivision Lying in Sections 19 and 20, Township 43 South, Range 25 East, Lee County, Florida, as Recorded in the Official Records Instrument No. 2024000135431, of the Public Records of Lee County, Florida.

Total for all of the foregoing:

**Del Webb Oak Creek CDD Eligibility Breakdown  
(Acquisition of Phase 2A Potable Water and Wastewater Improvements)  
Oak Creek Phase 2 (Gulf Coast Underground Job No. 202308)**

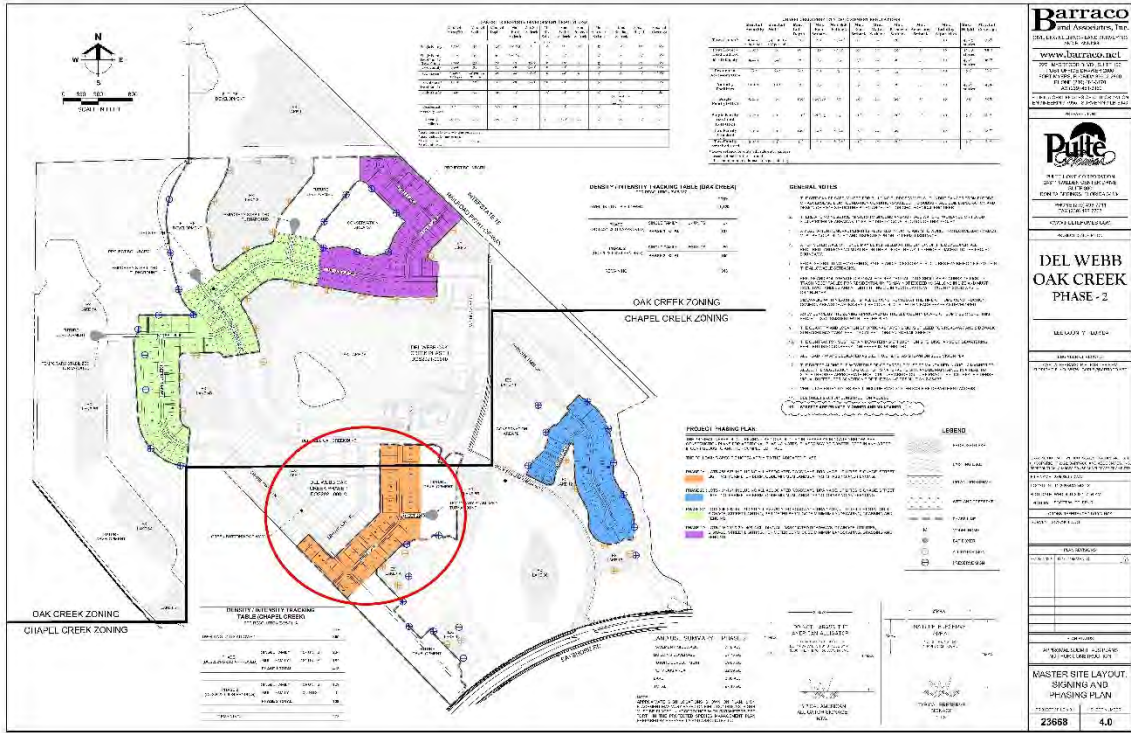
	Potable Water			Wastewater			Combined			
	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	
<b>Phase 2A</b>	\$ 242,435.00	\$ 218,191.50	\$ 24,243.50	\$ 321,246.00	\$ 289,121.40	\$ 32,124.60	\$ 563,681.00	\$ 507,312.90	\$ 56,368.10	
Phase 2B*	\$ 179,625.00	\$ 161,662.50	\$ 17,962.50	\$ 280,429.00	\$ 252,386.10	\$ 28,042.90	\$ 460,054.00	\$ 414,048.60	\$ 46,005.40	
Phase 2C**										
Phase 2D*	\$ 274,030.00	\$ 246,627.00	\$ 27,403.00	\$ 388,232.00	\$ 349,408.80	\$ 38,823.20	\$ 662,262.00	\$ 596,035.80	\$ 66,226.20	
<b>Phase 2</b>	<b>\$ 696,090.00</b>	<b>\$ 626,481.00</b>	<b>\$ 69,609.00</b>	<b>\$ 989,907.00</b>	<b>\$ 890,916.30</b>	<b>\$ 98,990.70</b>	<b>\$ 1,685,997.00</b>	<b>\$ 1,517,397.30</b>	<b>\$ 168,599.70</b>	
Total Contract	\$ 1,165,050.00				Total Contract	\$ 2,011,951.50			Total Contract	\$ 3,177,001.50
Billed to Date***	\$ 1,165,040.43				Billed to Date***	\$ 1,991,951.50			Billed to Date***	\$ 3,156,991.93
Remaining Balance	\$ 9.57				Remaining Balance	\$ 20,000.00			Remaining Balance	\$ 20,009.57

\* Phases 2B and 2D have been previously conveyed to the CDD (less remaining owed for retainage) and are therefore excluded from this acquisition, however those amounts are represented in the Total Contract, Billed to Date, and Remaining Balance.

\*\* Phase 2C has not and will not be conveyed to the CDD at this time and is therefore excluded from this acquisition, however those amounts are represented in the Total Contract, Billed to Date, and Remaining Balance.

\*\*\* Billed to date is based on Gulf Coast Underground Job No. 202308, Pay Application 10, and does not account for retainage currently withheld.

# EXHIBIT B PHASING PLAN



**Barraco**  
and Associates, Inc.  
PLANNING AND ARCHITECTURE  
1111 S. MAIN ST.  
ST. LOUIS, MO 63103  
TEL: 314.433.1111  
WWW.BARRACOINC.COM

**Del Webb**  
OAK CREEK  
PHASE - 2  
MASTER SITE LAYOUT  
SIGNINGS AND  
PHASING PLAN  
23688 4.0

**AFFIDAVIT REGARDING COSTS PAID**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, Naomi Robertson, as Vice-President of Finance of **Pulte Home Company, LLC**, a Michigan limited liability company, being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Naomi Robertson, and I am Vice-President of Finance of **Pulte Home Company, LLC**, a Michigan limited liability company (“**Developer**”). I have authority to make this affidavit on behalf of Developer.
3. Developer is the developer of certain lands within the Del Webb Oak Creek Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“**District**”).
4. The District *Engineer’s Report*, dated July 11, 2022 (“**Engineer’s Report**”) describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Pursuant to contracts in place between Developer and certain contractors and construction related professionals, as may be more particularly identified on the attached **Exhibit A**, Developer has expended funds to develop improvements that are included and described in the Engineer’s Report and are part of the District’s capital improvement plan. The attached **Exhibit A** accurately identifies the completed improvements and states, at least in part, the amounts that Developer has spent on the completed improvements. No money other than retainage is owed to any contractors or subcontractors for any work performed on the completed improvements. Developer remains obligated to fund any associated retainage.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the completed improvements that Developer has developed consistent with the Engineer’s Report.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

[CONTINUED ON NEXT PAGE]

Executed this \_\_\_\_ day of \_\_\_\_\_, 2024.

**PULTE HOME COMPANY, LLC**, a Michigan limited liability company

\_\_\_\_\_  
By: Naomi Robertson  
Its: Vice-President of Finance

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by Naomi Robertson, as Vice President of Finance of Pulte Home Company, LLC, a Michigan limited liability company, and who has personally appeared before me and is personally known to me.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
(Name typed, printed or stamped)  
Notary Public, State of \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Exhibit A:** Description of Improvements and/or Work Product

## EXHIBIT A

### DESCRIPTION OF IMPROVEMENTS

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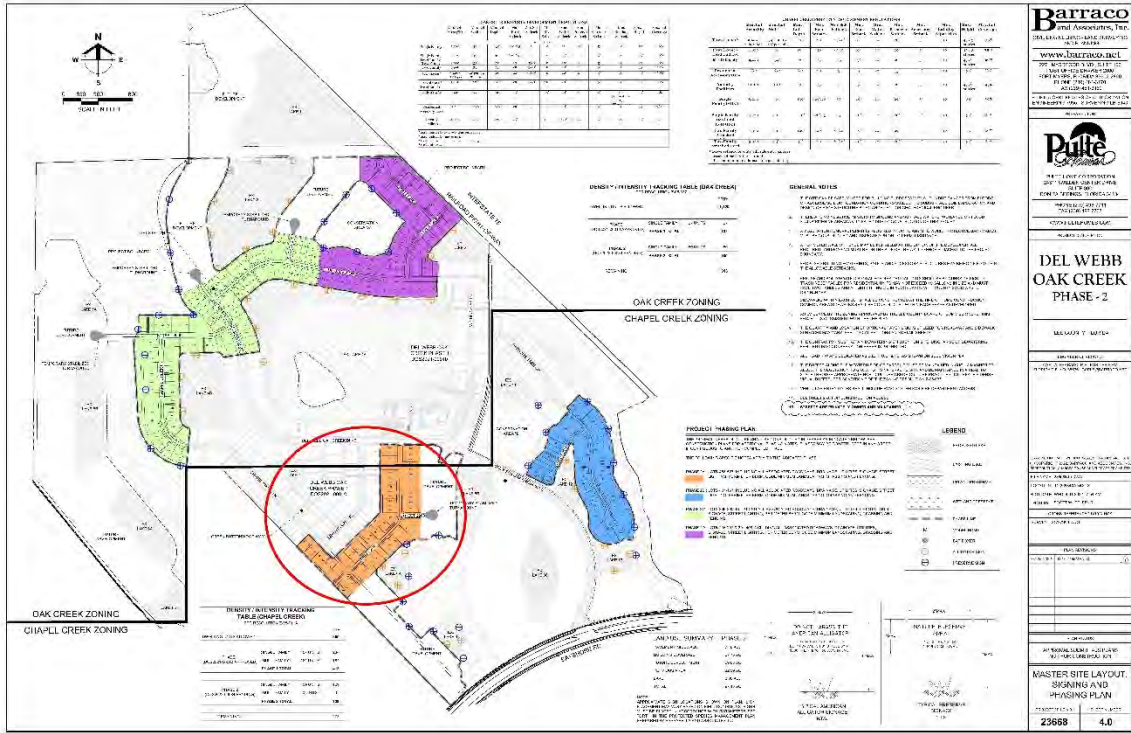
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Phase 2C**									
Phase 2D*	\$ 274,030.00	\$ 246,627.00	\$ 27,403.00	\$ 388,232.00	\$ 349,408.80	\$ 38,823.20	\$ 662,262.00	\$ 596,035.80	\$ 66,226.20
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200 N. W. 10th St.  
Fort Lauderdale, FL 33304  
WWW.BARRACOINC.COM  
TEL: 954.467.4400  
FAX: 954.467.4401

**Del Webb**  
PHASE - 2

**DEL WEBB OAK CREEK PHASE - 2**

**MASTER SITE LAYOUT, SIGNING AND PHASING PLAN**

DATE: 10/10/2014  
SCALE: 1"=100'

**PROJECT PHASING PLAN**

**LEGEND**

**GENERAL NOTES**

**DENSITY/STRENGTH/PHASING TABLE (OAK CREEK)**

DENSITY	STRENGTH		PHASING	
	MIN	MAX	PHASE 1	PHASE 2
RESIDENTIAL	10	20	5	15
COMMERCIAL	10	20	5	15
INDUSTRIAL	10	20	5	15

**DEL WEBB OAK CREEK PHASE - 2**

**MASTER SITE LAYOUT, SIGNING AND PHASING PLAN**

**PROJECT PHASING PLAN**

**LEGEND**

**GENERAL NOTES**

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**CERTIFICATE OF DISTRICT ENGINEER  
RELATING TO DEL WEBB OAK CREEK SERIES 2023 PROJECT  
ACQUISITION 3**

\_\_\_\_\_, 2024

Board of Supervisors  
Del Webb Oak Creek Community Development District

Re: Del Webb Oak Creek Community Development District  
Acquisition of Del Webb Oak Creek Series 2023 Project Infrastructure - Phase 2A  
Potable Water and Wastewater Improvements

Ladies and Gentlemen:

The undersigned, a representative of Barraco and Associates, Inc. (“**District Engineer**”), as District Engineer for the Del Webb Oak Creek Community Development District (“**District**”), hereby makes the following certifications in connection with an acquisition of certain Del Webb Oak Creek Series 2023 Project work product (“**Work Product**”) and improvements (“**Improvements**”), as described in that certain bill of sale (“**Bill of Sale**”) dated as of or about the same date as this certificate and **Exhibit A** attached hereto. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed certain documentation relating to the Work Product and Improvements, including but not limited to, the forms of agreement, plans, invoices, and other documents.
2. The Work Product and Improvements are within the scope of the Del Webb Oak Creek Series 2023 Project as set forth in the *Engineer’s Report*, dated July 11, 2022, prepared by the District Engineer (“**Engineer’s Report**”), and specially benefit property within the District as further described in the Engineer’s Report.
3. The total costs, excluding retainage, associated with the Work Product and Improvements are **\$507,312.90**. Such costs are equal to or less than each of the following: (i) what was actually paid by Pulte Home Company, LLC, to create and/or construct the Work Product and Improvements, and (ii) the reasonable fair market value of the Work Product and Improvements.
4. All known plans, permits and specifications necessary for the future operation and maintenance of the Improvements are complete and on file with the District and/or District Staff, and, as applicable, have been transferred, or are capable of being transferred, to the District for future operations and maintenance responsibilities.
5. With this document, I hereby certify that it is appropriate at this time to acquire the Work Product and Improvements.



Under penalties of perjury, I declare that I have read the foregoing certificate and to the best of my knowledge, information, and belief, the facts stated in it are true.

**BARRACO AND ASSOCIATES, INC.**

By: \_\_\_\_\_  
Carl A. Barraco, P.E.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by Carl A. Barraco, of Barraco and Associates, Inc., a Florida corporation, on behalf of the company.

\_\_\_\_\_  
(Official Notary Signature & Seal)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

[notary seal]

**Exhibit A:** Description of Improvements and/or Work Product

## EXHIBIT A

### DESCRIPTION OF IMPROVEMENTS

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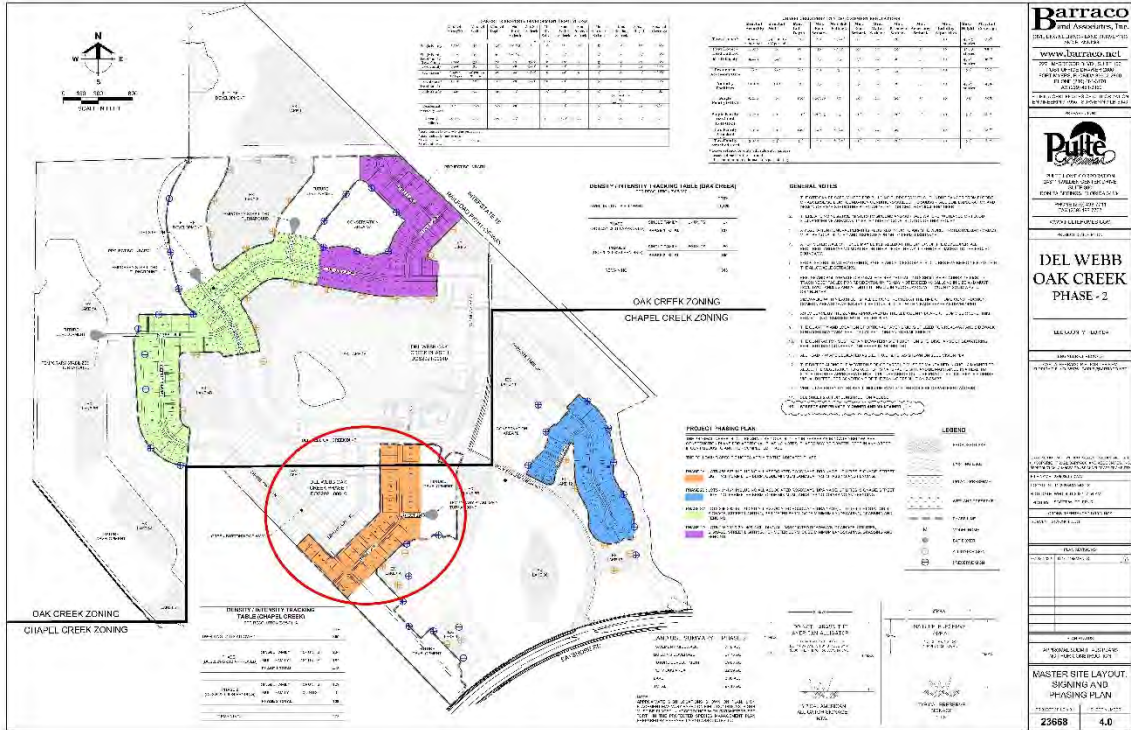
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Phase 2C**										
Phase 2D*	\$ 274,030.00	\$ 246,627.00	\$ 27,403.00	\$ 388,232.00	\$ 349,408.80	\$ 38,823.20	\$ 662,262.00	\$ 596,035.80	\$ 66,226.20	
<b>Phase 2</b>	<b>\$ 696,090.00</b>	<b>\$ 626,481.00</b>	<b>\$ 69,609.00</b>	<b>\$ 989,907.00</b>	<b>\$ 890,916.30</b>	<b>\$ 98,990.70</b>	<b>\$ 1,685,997.00</b>	<b>\$ 1,517,397.30</b>	<b>\$ 168,599.70</b>	
Total Contract	\$ 1,165,050.00				Total Contract	\$ 2,011,951.50			Total Contract	\$ 3,177,001.50
Billed to Date***	\$ 1,165,040.43				Billed to Date***	\$ 1,991,951.50			Billed to Date***	\$ 3,156,991.93
Remaining Balance	\$ 9.57				Remaining Balance	\$ 20,000.00			Remaining Balance	\$ 20,009.57

\* Phases 2B and 2D have been previously conveyed to the CDD (less remaining owed for retainage) and are therefore excluded from this acquisition, however those amounts are represented in the Total Contract, Billed to Date, and Remaining Balance.

\*\* Phase 2C has not and will not be conveyed to the CDD at this time and is therefore excluded from this acquisition, however those amounts are represented in the Total Contract, Billed to Date, and Remaining Balance.

\*\*\* Billed to date is based on Gulf Coast Underground Job No. 202308, Pay Application 10, and does not account for retainage currently withheld.

# EXHIBIT B PHASING PLAN



**Barraco**  
Barraco and Associates, Inc.  
www.barraco-inc.com

**Del Webb**  
Del Webb Construction  
www.delwebb.com

**DEL WEBB  
OAK CREEK  
PHASE - 2**

MASTER SITE LAYOUT  
PHASING PLAN

23698 4.0

## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Pulte Home Company, LLC**, a Michigan limited liability company, whose address for purposes hereof is 24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134 (“**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Del Webb Oak Creek Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**”) whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

*Utilities* - All potable water lines and including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, facilities, related work product, equipment and appurtenances thereto, located within or upon that certain real property owned by the Seller, which is located entirely within Lee County, Florida and described below:

(See Exhibit “A” attached hereto and incorporated herein).

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

*[signature contained on following page]*

IN WITNESS WHEREOF, the Seller has caused this instrument to be delivered in its name this \_\_\_\_ day of \_\_\_\_\_, 2024.

**SELLER:**

Signed, sealed and delivered  
in the presence of:

**PULTE HOME COMPANY, LLC,**  
a Michigan limited liability company

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

By: \_\_\_\_\_  
Naomi Robertson,  
Vice President of Finance

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [\_\_] physical presence or [\_\_] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by Naomi Robertson, as Vice President of Finance of Pulte Home Company, LLC, a Michigan limited liability company, on behalf of said company, who is personally known to me.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
(Name typed, printed or stamped)  
Notary Public, State of \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## Exhibit A

### Legal Description

All potable water improvements located within or upon Tracts “R-1” through “R-3” (Roadways), and the Public Utility Easements, located within or upon those *certain* areas designated as Tracts “R-1” through “R-3” (Roadways), and the Public Utility Easements specifically identified in **Exhibit B**, and further described on the Plat known as Del Webb Oak Creek Phase 2, A Subdivision Lying in Sections 19 and 20, Township 43 South, Range 25 East, Lee County, Florida, as Recorded in the Official Records Instrument No. 2024000135431, of the Public Records of Lee County, Florida.

**Total for all of the foregoing:**

Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)
<b>\$242,435.00</b>	<b>\$218,191.50</b>	<b>\$24,243.50</b>

This amount is included as part of the overall Series 2023 Project Construction total costs, Phase 2A Potable Water and Wastewater Improvements, detailed more specifically below:

**Del Webb Oak Creek CDD Eligibility Breakdown  
(Acquisition of Phase 2A Potable Water and Wastewater Improvements)  
Oak Creek Phase 2 (Gulf Coast Underground Job No. 202308)**

	Potable Water			Wastewater			Combined		
	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)
<b>Phase 2A</b>	\$ 242,435.00	\$ 218,191.50	\$ 24,243.50	\$ 321,246.00	\$ 289,121.40	\$ 32,124.60	\$ 563,681.00	\$ 507,312.90	\$ 56,368.10
Phase 2B*	\$ 179,625.00	\$ 161,662.50	\$ 17,962.50	\$ 280,429.00	\$ 252,386.10	\$ 28,042.90	\$ 460,054.00	\$ 414,048.60	\$ 46,005.40
Phase 2C**									
Phase 2D*	\$ 274,030.00	\$ 246,627.00	\$ 27,403.00	\$ 388,232.00	\$ 349,408.80	\$ 38,823.20	\$ 662,262.00	\$ 596,035.80	\$ 66,226.20
<b>Phase 2</b>	\$ 696,090.00	\$ 626,481.00	\$ 69,609.00	\$ 989,907.00	\$ 890,916.30	\$ 98,990.70	\$ 1,685,997.00	\$ 1,517,397.30	\$ 168,599.70

Total Contract	\$ 1,165,050.00
Billed to Date***	\$ 1,165,040.43
Remaining Balance	\$ 9.57

Total Contract	\$ 2,011,951.50
Billed to Date***	\$ 1,991,951.50
Remaining Balance	\$ 20,000.00

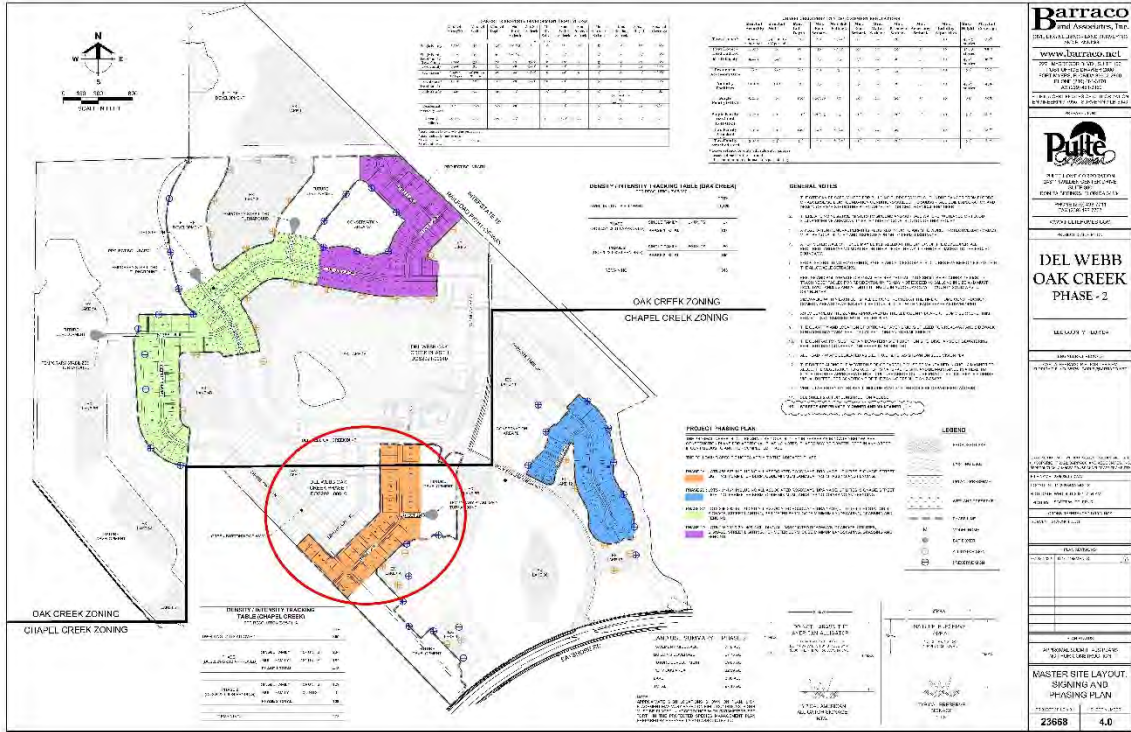
Total Contract	\$ 3,177,001.50
Billed to Date***	\$ 3,156,991.93
Remaining Balance	\$ 20,009.57

\* Phases 2B and 2D have been previously conveyed to the CDD (less remaining owed for retainage) and are therefore excluded from this acquisition, however those amounts are represented in the Total Contract, Billed to Date, and Remaining Balance.

\*\* Phase 2C has not and will not be conveyed to the CDD at this time and is therefore excluded from this acquisition, however those amounts are represented in the Total Contract, Billed to Date, and Remaining Balance.

\*\*\* Billed to date is based on Gulf Coast Underground Job No. 202308, Pay Application 10, and does not account for retainage currently withheld.

# EXHIBIT B PHASING PLAN



**Barraco**  
Barraco and Associates, Inc.  
www.barraco-inc.com

**Del Webb**  
Del Webb Construction  
www.delwebb.com

**DEL WEBB  
OAK CREEK  
PHASE - 2**

MASTER SITE LAYOUT  
PHASING PLAN

23698 4.0

## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **Pulte Home Company, LLC**, a Michigan limited liability company, whose address for purposes hereof is 24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134 (“**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Del Webb Oak Creek Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**”) whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

*Utilities* - All wastewater lines and including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, related work product, equipment and appurtenances thereto, located within or upon that certain real property owned by the Seller, which is located entirely within Lee County, Florida and described below:

(See Exhibit “A” attached hereto and incorporated herein).

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

*[signature contained on following page]*



IN WITNESS WHEREOF, the Seller has caused this instrument to be delivered in its name this \_\_\_\_ day of \_\_\_\_\_, 2024.

**SELLER:**

Signed, sealed and delivered  
in the presence of:

**PULTE HOME COMPANY, LLC,**  
a Michigan limited liability company

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

By: \_\_\_\_\_  
Naomi Robertson,  
Vice President of Finance

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by Naomi Robertson, as Vice President of Finance of Pulte Home Company, LLC, a Michigan limited liability company, on behalf of said company, who is personally known to me.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
(Name typed, printed or stamped)  
Notary Public, State of \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## Exhibit A

### Legal Description

All wastewater improvements, located within or upon those certain areas designated as Tracts “R-1” through “R-3” (Roadways), and the Public Utility Easements specifically identified in **Exhibit B**, and further described on the Plat known as Del Webb Oak Creek Phase 2, A Subdivision Lying in Sections 19 and 20, Township 43 South, Range 25 East, Lee County, Florida, as Recorded in the Official Records Instrument No. 2024000135431, of the Public Records of Lee County, Florida.

**Total for all of the foregoing:**

Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)
<b>\$321,246.00</b>	<b>\$289,121.40</b>	<b>\$32,124.60</b>

This amount is included as part of the overall Series 2023 Project Construction total costs, Phase 2A Potable Water and Wastewater Improvements, detailed more specifically below:

**Del Webb Oak Creek CDD Eligibility Breakdown  
(Acquisition of Phase 2A Potable Water and Wastewater Improvements)  
Oak Creek Phase 2 (Gulf Coast Underground Job No. 202308)**

	Potable Water			Wastewater			Combined		
	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)	Total Work Completed	Amount Payable (excludes retainage withheld)	Remaining Owed (retainage only)
Phase 2A	\$ 242,435.00	\$ 218,191.50	\$ 24,243.50	\$ 321,246.00	\$ 289,121.40	\$ 32,124.60	\$ 563,681.00	\$ 507,312.90	\$ 56,368.10
Phase 2B*	\$ 179,825.00	\$ 161,662.50	\$ 17,962.50	\$ 280,429.00	\$ 252,386.10	\$ 28,042.90	\$ 460,054.00	\$ 414,048.60	\$ 46,005.40
Phase 2C**									
Phase 2D*	\$ 274,030.00	\$ 246,627.00	\$ 27,403.00	\$ 388,232.00	\$ 349,408.80	\$ 38,823.20	\$ 662,262.00	\$ 596,035.80	\$ 66,226.20
Phase 2	\$ 696,090.00	\$ 626,481.00	\$ 69,609.00	\$ 989,907.00	\$ 890,916.30	\$ 98,990.70	\$ 1,685,997.00	\$ 1,517,397.30	\$ 168,599.70

Total Contract	\$ 1,165,050.00
Billed to Date***	\$ 1,165,040.43
Remaining Balance	\$ 9.57

Total Contract	\$ 2,011,951.50
Billed to Date***	\$ 1,991,951.50
Remaining Balance	\$ 20,000.00

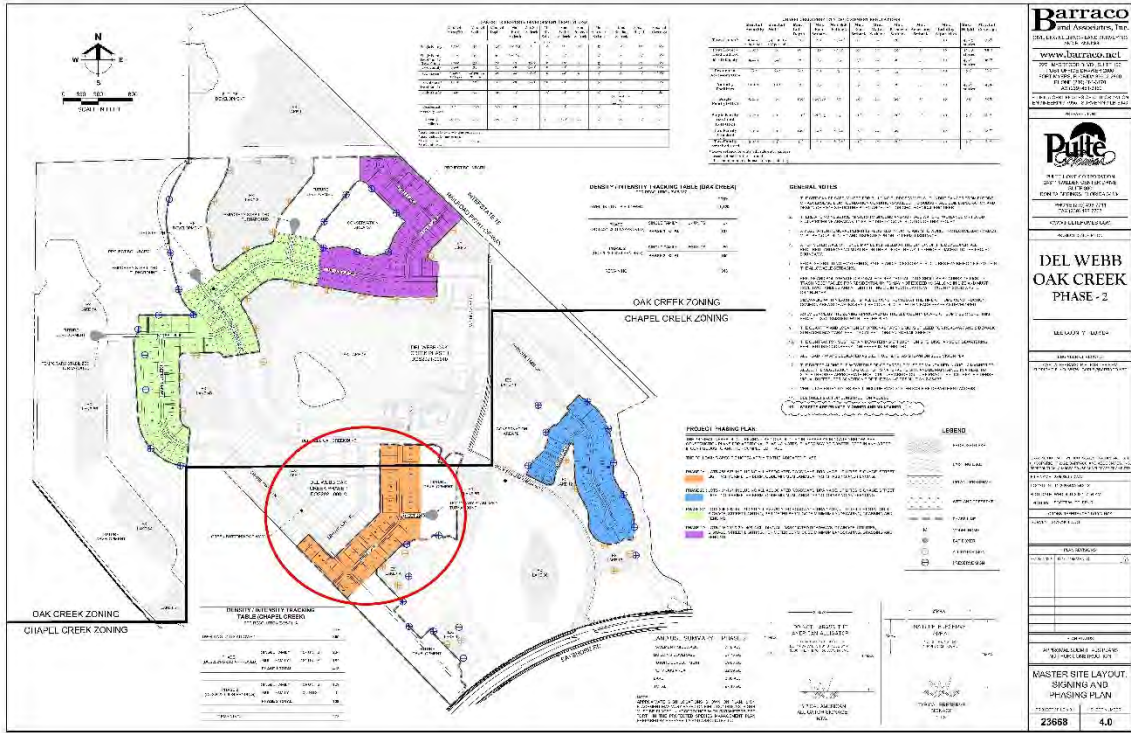
Total Contract	\$ 3,177,001.50
Billed to Date***	\$ 3,156,991.93
Remaining Balance	\$ 20,009.57

\* Phases 2B and 2D have been previously conveyed to the CDD (less remaining owed for retainage) and are therefore excluded from this acquisition, however those amounts are represented in the Total Contract, Billed to Date, and Remaining Balance.

\*\* Phase 2C has not and will not be conveyed to the CDD at this time and is therefore excluded from this acquisition, however those amounts are represented in the Total Contract, Billed to Date, and Remaining Balance.

\*\*\* Billed to date is based on Gulf Coast Underground Job No. 202308, Pay Application 10, and does not account for retainage currently withheld.

# EXHIBIT B PHASING PLAN



**Barraco**  
and Associates, Inc.  
PLANNING AND DESIGN SERVICES

**Del Webb**  
OAK CREEK PHASE - 2

**MASTER SITE LAYOUT,  
SIGNING AND  
PHASING PLAN**

PROJECT NO. 23688 4.0

**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that **Del Webb Oak Creek Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (“**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by **Lee County, Florida**, a political subdivision of the State of Florida, whose address for purposes hereof is 2120 Main Street, Fort Myers, Florida 33901 (“**County**”), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

*Utilities* - All potable water lines and including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, facilities, related work product, equipment and appurtenances thereto, located within or upon that certain real property owned by the Seller, which is located entirely within Lee County, Florida and described below:

(See Exhibit “A” attached hereto and incorporated herein).

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whatsoever.

*[signature contained on following page]*

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name  
this \_\_\_\_ day of \_\_\_\_\_, 2024.

Signed, sealed and delivered  
in the presence of:

**DEL WEBB OAK CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

Witnessed:

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

\_\_\_\_\_  
Print Name: Scott Brooks  
Title: Chairperson, Board of Supervisors

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence  
or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Scott Brooks, as  
Chairperson of **Del Webb Oak Creek Community Development District**, and who has  
personally appeared before me and is personally known to me.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

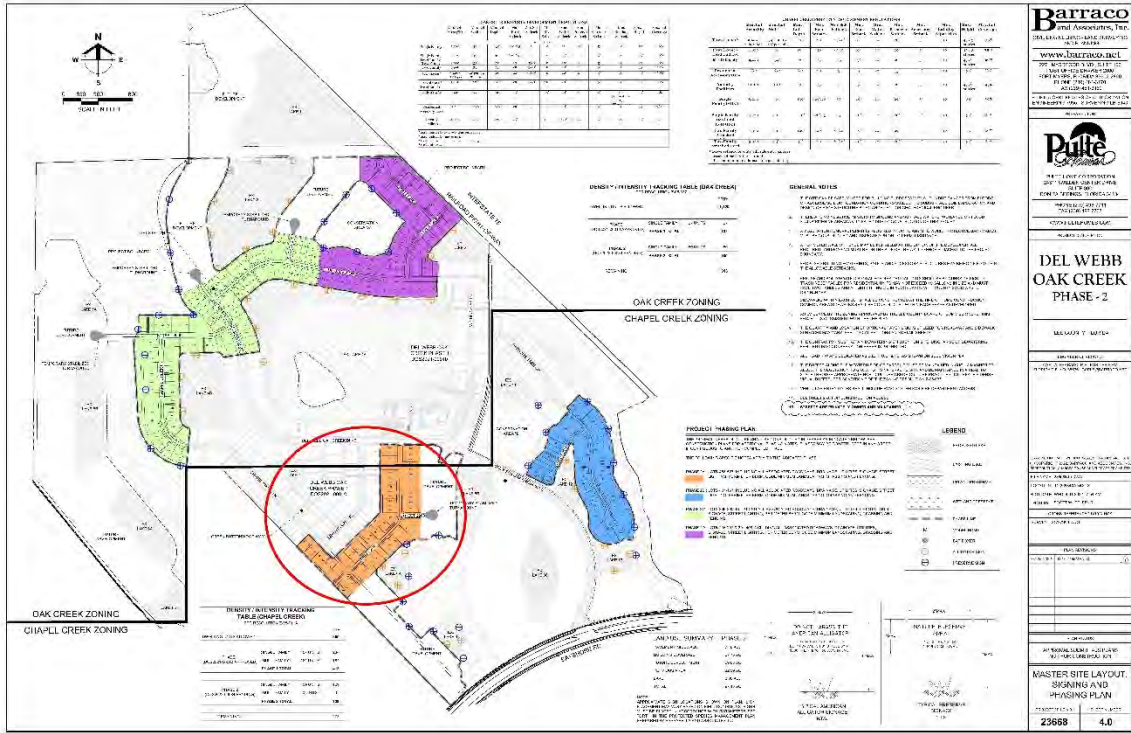
\_\_\_\_\_  
(Name typed, printed or stamped)  
Notary Public, State of \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## **Exhibit A**

### **Legal Description**

All potable water improvements located within or upon Tracts “R-1” through “R-3” (Roadways), and the Public Utility Easements, located within or upon those certain areas designated as Tracts “R-1” through “R-3” (Roadways), and the Public Utility Easements specifically identified in **Exhibit B**, and further described on the Plat known as Del Webb Oak Creek Phase 2, A Subdivision Lying in Sections 19 and 20, Township 43 South, Range 25 East, Lee County, Florida, as Recorded in the Official Records Instrument No. 2024000135431, of the Public Records of Lee County, Florida.

# EXHIBIT B PHASING PLAN



**Return to:**

Florida Governmental Utility Authority  
280 Wekiva Springs Road, Suite 2070  
Longwood, FL 32779

**BILL OF SALE**

**THE BILL OF SALE** evidencing the sale and conveyance of the wastewater utility facilities described herein is made this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by the **DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**”), whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (hereinafter referred to as "Seller"), to the **FLORIDA GOVERNMENTAL UTILITY AUTHORITY**, a legal entity and public body created by interlocal agreement pursuant to section 163.01(7), *Florida Statutes*, with its Operations Offices located at 280 Wekiva Springs Road, Suite 2070, Longwood, Florida, 32779 (hereinafter referred to as "Buyer")

**WITNESSETH:**

That said Seller, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to said Seller in hand paid by the said Buyer, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the Buyer, and the Buyer’s heirs, successors and assigns forever, all those certain wastewater utility facilities lying within the following described land, situate, lying and being in LEE County, Florida, to wit:

(See Exhibit “A” attached hereto and incorporated by reference herein).

The Seller, for itself and its successors, hereby covenants to and with the Buyer and its successors and assigns that it is the lawful owner of the said goods and chattels herein referred to as utility facilities; that said goods and chattels are free from all liens and encumbrances; that it has good right, title and authority to sell same, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever. Seller and Buyer are used for singular or plural, as the context requires. Seller also certifies that the cost of the goods and chattels most recently installed into the land described in Exhibit "A" is as indicated in Exhibit "B" attached hereto and incorporated by reference herein.



**IN WITNESS WHEREOF**, the Seller has caused these presents to be executed the date and year first above written.

Signed, sealed and delivered in the presence of:

SELLER: **DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT**

Scott Brooks, Chairperson, Board of Supervisors

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

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

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by Scott Brooks, who is  personally known to me or has  produced \_\_\_\_\_ as identification.

\_\_\_\_\_

NOTARY PUBLIC

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

My Commission Expires: \_\_\_\_\_

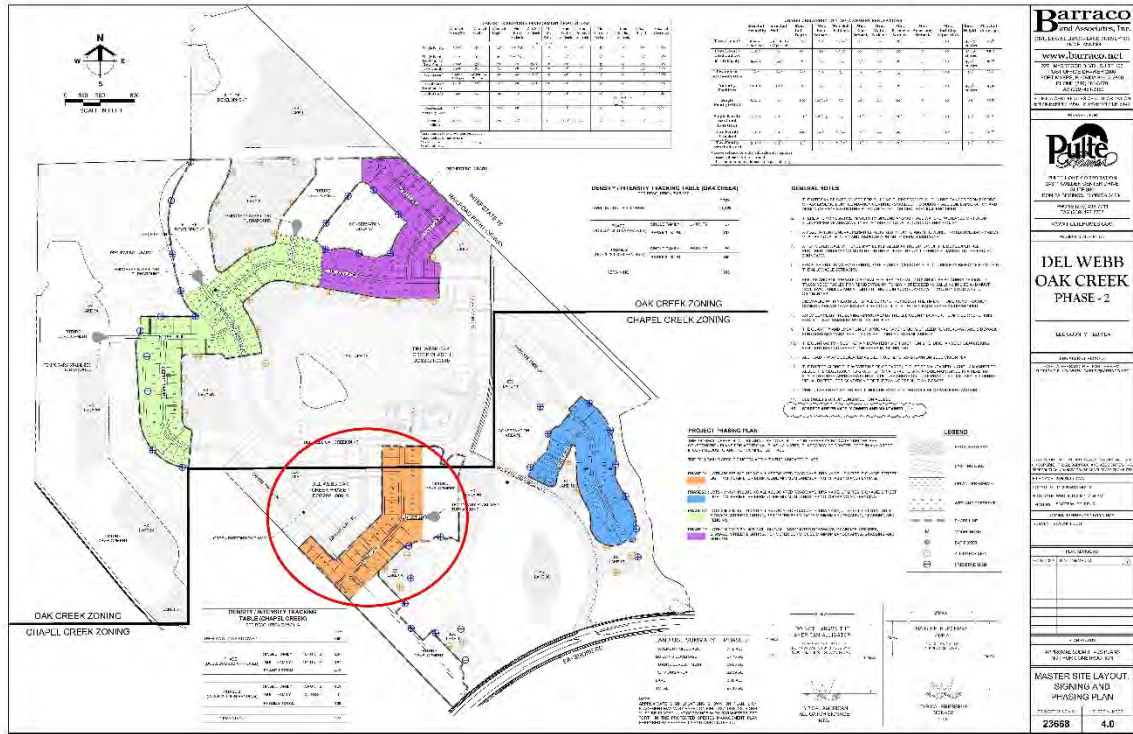
**Exhibit "A"**

**INSERT DESCRIPTION OF THE LAND CONTAINING THE UTILITY FACILITIES BEING CONVEYED TO THE FGUA WITH SMALL SCALE GRAPHIC DEPICTION (I.E. UTILITY AS-BUILT/RECORD DRAWING)**

Those certain areas designated as Tracts "R-1" through "R-3" (Roadways), and the Public Utility Easements specifically identified in the Phasing Plan labeled as "Attachment A", and further described on the Plat known as Del Webb Oak Creek Phase 2, A Subdivision Lying in Sections 19 and 20, Township 43 South, Range 25 East, Lee County, Florida, as Recorded in the Official Records Instrument No. 2024000135431, of the Public Records of Lee County, Florida.

# Attachment A

## Phasing Plan



**Barraco**  
and Associates, Inc.  
PLANNING AND DESIGN SERVICES  
11111 N. 111th Street  
Suite 100  
Olathe, MO 66061  
www.barraco.com  
913.765.1111

**Del Webb**  
OAK CREEK  
PHASE - 2

**MASTER SITE LAYOUT,  
SIGNING AND  
PHASING PLAN**

23688 4.0

**Florida Governmental Utility Authority  
List of Contributory Assets**

Project Name: **Del Webb Oak Creek 2A 23-057 NFMD**

System Name: \_\_\_\_\_

LIST OF MATERIALS (check one)

- WATER
- WASTEWATER
- RECLAIMED WATER

<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	8" SDR-26 Sanitary Sewer	LF	1,677	\$73.00	\$122,421.00
2	8" C-900 DR-18 Sanitary Sewer	LF	275	\$75.00	\$20,625.00
3	4' Manhole	EA	9	\$10,500.00	\$94,500.00
4	Single Sewer Service	EA	9	\$2,250.00	\$20,250.00
5	Double Sewer Service	EA	27	\$2,350.00	\$63,450.00
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
<b>TOTAL</b>					<b>\$321,246.00</b>

**PROFESSIONAL ACKNOWLEDGMENT AND RELEASE**  
**ACKNOWLEDGMENT AND RELEASE**  
**(SERIES 2023 PROJECT ACQUISITION 3)**

THIS ACKNOWLEDGMENT AND RELEASE (“Release”) is made the \_\_\_ day of \_\_\_\_\_, 2024, by **Gulf Coast Underground Inc.**, having offices located at 3093 Hunter Street, Fort Myers, Florida 33916 (“Contractor”), in favor of the **Del Webb Oak Creek Community Development District** (“District”), which is a local unit of special-purpose government situated in Lee County, Florida, and having offices located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

**RECITALS**

WHEREAS, pursuant to that certain agreement, *The Master Land Trade Contractor Agreement*, and *Work Order No. 1 to the Master Land Trade Contractor Agreement*, dated July 11, 2023, (together, “Contract”) and between Contractor and Pulte Home Company, LLC (“Developer”), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** (“Improvements”); and

WHEREAS, Developer is conveying the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District’s right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, including receipt of payment as described in Section 5. below and future payment from the Developer to the Contractor for retainage withheld, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

**SECTION 1. GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

**SECTION 2. ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Construction Contract for same.

**SECTION 3. WARRANTY.** Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

**SECTION 4. INDEMNIFICATION.** Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

**SECTION 5. CERTIFICATE OF PAYMENT.** Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

**SECTION 6. EFFECTIVE DATE.** This Release shall take effect upon execution.

[signature next page]

**GULF COAST UNDERGROUND, INC.**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of Gulf Coast Underground, Inc., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
(Name typed, printed or stamped)  
Notary Public, State of \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Project Name: Del Webb Oak Creek 2A 23-057 NFMD

**ATTORNEY'S AFFIDAVIT**

STATE OF Florida

COUNTY OF Leon

ON THIS \_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared Alyssa C. Willson, a licensed attorney authorized to practice in the State of Florida and a Partner with Kutak Rock LLP, which serves by contract as general counsel to the Del Webb Oak Creek Community Development District, to me personally known, whose current business address and telephone number is **Kutak Rock LLP, 107 West College Avenue, Tallahassee, Florida 32301 Ph: (850) 692-7300** (hereinafter "Affiant"), who, being duly sworn on her oath, does say:

1. This Affidavit is given as an inducement to the Florida Governmental Utility Authority, a legal entity and public body created by interlocal agreement pursuant to Section 163.01(7), Florida Statutes to accept the dedication or conveyance of **Del Webb Oak Creek Series 2023 – Phase 2 Wastewater Improvements** utility facilities located within or upon the real property described in the attached Exhibit "A", which is incorporated herein by reference, said land being located in Lee County, Florida.

2. The Del Webb Oak Creek Community Development District is current and active within the State of Florida and is a duly constituted community development district pursuant to the laws of the State of Florida. Scott Brooks is authorized to execute the instruments on behalf of the entity in conjunction with the conveyance of the subject real and personal property.

3. Affiant further states that the information contained in this Affidavit is true, correct and current as of the date this Affidavit is given.

Further Affiant sayeth naught.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

State of Florida

County of Leon

Sworn and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Alyssa C. Willson who is personally known to me and who did take an oath.

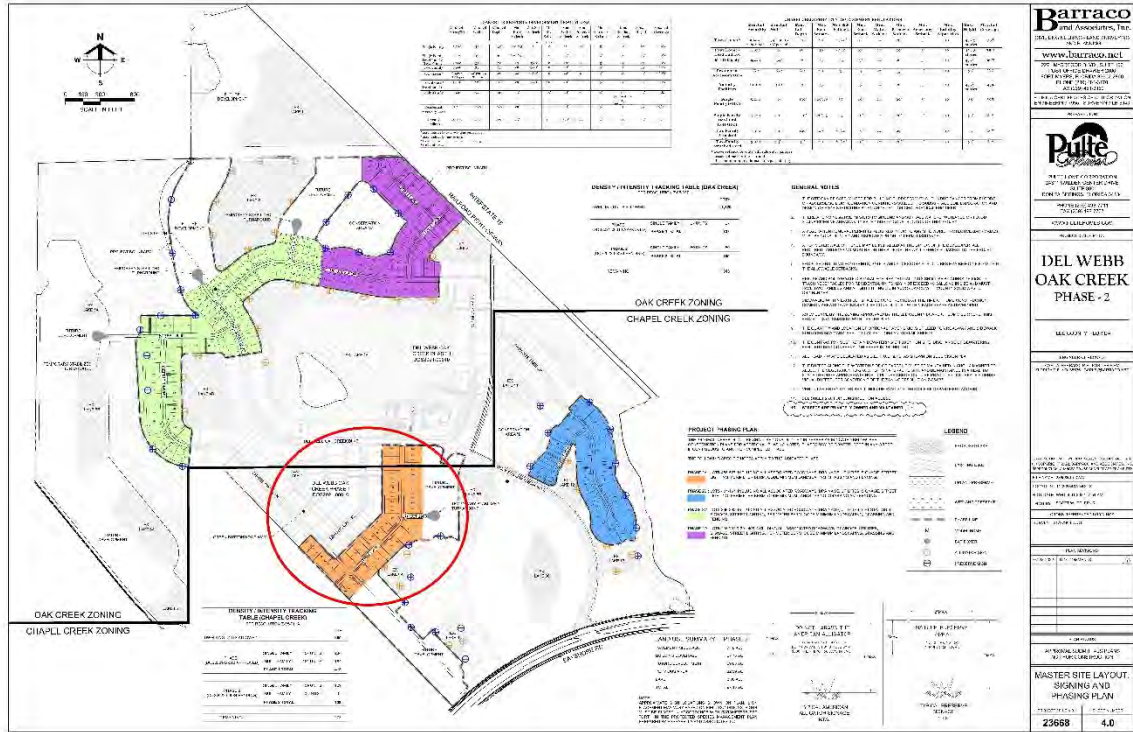
\_\_\_\_\_  
Name typed: \_\_\_\_\_  
Notary Public Commission \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**EXHIBIT A**

All of the infrastructure being conveyed lies within those *certain* areas designated as Tracts “R-1” through “R-3” (Roadways), and the Public Utility Easements specifically identified in **Exhibit B**, and further described on the Plat known as Del Webb Oak Creek Phase 2, A Subdivision Lying in Sections 19 and 20, Township 43 South, Range 25 East, Lee County, Florida, as Recorded in the Official Records Instrument No. 2024000135431, of the Public Records of Lee County, Florida.

# Exhibit B Phasing Plan



**Barraco**  
LIFE SCIENCE, THE  
DESIGN AND CONSTRUCTION  
DIVISION

WWW.BARRACODIV.COM

**Pulte**  
CONSTRUCTION

DEL WEBB OAK CREEK PHASE - 2

MASTER SITE LAYOUT,  
SIGNING AND  
PHASING PLAN

33688 4.0

**OWNER'S AFFIDAVIT,  
NON-FOREIGN CERTIFICATE, TAXPAYER IDENTIFICATION &  
REPRESENTATIVE CAPACITY DISCLOSURE**

**A. OWNER'S AFFIDAVIT**

ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared **Scott Brooks, Chairperson of the Board of Supervisors of Del Webb Oak Creek Community Development District** (hereinafter referred to as the "Owner") to me personally known, whose current business address and telephone number is **2501A Burns Road, Palm Beach Gardens, Florida 33410; phone (561) 630-4922** (hereinafter "Affiant"), who, being duly sworn on [his or her] oath, does say:

1. I am over 21 years of age and have personal knowledge of the facts contained herein.
2. **Del Webb Oak Creek Community Development District** is the Owner of the property located in **Lee** County, Florida that is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Property").
3. There is no outstanding contract for the sale of the Property to any person or persons whomsoever, nor any unrecorded deed, mortgage or other conveyances affecting the title to the Property.
4. There are no liens, encumbrances, mortgages, claims, boundary line or other disputes, demands or security interests in, on or against the Property or any goods, furnishings, appliances, fixtures or equipment now installed in or which are to be affixed to the Property; (except mortgages described in the deed given by the undersigned); that there are no unpaid taxes, levies, assessments, paving liens or utility liens against the Property (other than real estate taxes for the current year).
5. All of the persons, firms, and corporations, including the general contractor and all subcontractors, who have furnished services, labor, or materials according to plans and specifications,

or extra items, used in the construction or repair of wastewater utility facilities on the Property, have been paid in full and that such work has been fully completed and accepted by the Owner.

6. No claims have been made to the Owner by, nor is any suit now pending on behalf of, any contractor, subcontractor, laborer, or materialman, and further no chattel mortgages or conditional bills of sale have been given or are now outstanding as to the subject utility facilities placed upon or installed in the aforesaid Property.

7. The utility facilities described herein are not included in, encumbered by, or subject to any real property mortgage, chattel mortgage, security agreement, Uniform Commercial Code financing statement, or any other encumbrance.

8. The Owner is in sole constructive or actual possession of the Property and no other person has any right to possession of the Property, or asserts any claim of title or other interests in it.

9. Affiant represents there are no violations of governmental laws, regulations or ordinances pertaining to the use of the Property.

10. Affiant, as and on behalf of the Owner of the subject utility facilities, does for valuable consideration hereby agree and guarantee, to hold the Florida Governmental Utility Authority, a legal entity and public body created by interlocal agreement pursuant to Section 163.01(7), Florida Statutes, its officers and officials harmless against any lien, claim or suit by any general contractor, subcontractor, mechanic or materialman, and against chattel mortgages, security interests or repair of the subject utility facilities. Affiant is used as singular or plural, as the context requires.

**B. NON-FOREIGN CERTIFICATE AND REQUEST FOR TAXPAYER IDENTIFICATION NUMBER**

*(Section B is only required if Developer is conveying a fee interest in the Property to the FGUA via a Warranty Deed.)*

~~Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax at a rate of 10% of the amount realized on the disposition if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of an U.S. real property interest by the transferor, the undersigned hereby swears, affirms and certifies the following as or on behalf of the Owner:~~

Owner's Legal name is: \_\_\_\_\_

1. Owner's Home Address or Office Address if Corporation, Partnership or Trust:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Owner is not a non-resident alien (if individual) or a foreign corporation, foreign trust or foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

In connection with the sale or exchange of the Property you are required by law to provide the Florida Governmental Utility Authority with your correct tax payer identification number (TIN). If you do not so provide your TIN, you may be subject to civil or criminal penalties imposed by law.

3. Owner's Taxpayer Identification Number: \_\_\_\_\_ (Initial)

or: \_\_\_\_\_ (Initial)

(TIN or SSN for individuals)

4. For purposes of reporting this transaction to the Internal Revenue Service on Form 1099-B, the Property is Owner's (check one): \_\_\_\_\_ Principal Residence

\_\_\_\_\_ Other Real Estate

This taxpayer identification number is being provided in connection with a real and/or personal property transaction.

The undersigned understand that this Certificate may be disclosed to the Internal Revenue Service by the Florida Governmental Utility Authority and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document as or behalf of the Owner, and that the number shown on this document as or on behalf of the Owner, and that the number shown on this statement is Owner's correct TIN or SSN.

Owner states that this instrument is given for the express purpose of inducing the Florida Governmental Utility Authority, to accept the interest in the Property as described in Exhibit "A."

**C. SECTION 286.23 REPRESENTATIVE CAPACITY DISCLOSURE**

*(Section C is only required if Developer is conveying a fee interest in the Property to the FGUA via a Warranty Deed.)*

In 1974 the Florida State Legislature enacted legislation, Section 286.23, providing that persons or entities, with few exceptions, holding real property in the form of a partnership, limited partnership, corporation, trust, or in any form of representative capacity shall make a written public disclosure under oath of the name and address of every person having a beneficial interest in the real property before the property held in such capacity is conveyed to the FGUA.

Please furnish the names and addresses of each person holding a beneficial interest in the Property or proof that the Owner is exempt from the reporting requirements of section 286.23 of the Florida Statutes and attach the pertinent data specified hereto as Exhibit "B." As this disclosure should be made under oath subject to the penalties prescribed for perjury and returned to the FGUA at least ten (10) days prior to the date of conveyance of the Property, if Exhibit "B" is attached it shall be considered part of this affidavit and incorporated herein with equal status as all other parts of this affidavit.

[Remainder of page intentionally left blank.]

Further Affiant sayeth naught.

This Affidavit is made under the full understanding of the law regarding liability for any misrepresentation herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Signature

Scott Brooks, Chairperson, Board of Supervisors  
Print Name & Title

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024. by Scott Brooks, who is  personally known to me or has  produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

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

My Commission Expires: \_\_\_\_\_





**EXHIBIT B**

**INSERT NAMES AND ADDRESSES OF ALL PERSONS HAVING A BENEFICIAL INTEREST IN THE PROPERTY OR REASON OWNER IS EXEMPT FROM THE DISCLOSURE REQUIREMENTS OF SECTION 286.23 OF THE FLORIDA STATUTES.**

*(Exhibit B is only required if Developer is conveying a fee interest in the Property to the FGUA via a Warranty Deed.)*

NOT REQUIRED

## **OWNER'S RELEASE OF LIEN**

Know all men by these presents, that Del Webb Oak Creek Community Development District, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency whereof is hereby acknowledged, does hereby waive, release, remise and relinquish any and all right to claim any lien or liens for work done, material furnished, or any kind or class of lien whatsoever on the following described property:

Del Webb Oak Creek 2A 23-057 NFMD  
Project Name and FGUA Project Number

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Signature

Scott Brooks  
Printed Name

Chairperson, Board of Supervisors  
Title

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by Scott Brooks, who is  personally known to me or has  produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

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

My Commission Expires: \_\_\_\_\_

\*This release must be executed by an officer or authorized agent of the company\*

**RESOLUTION NO. 2024-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2023/2024 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors of the Del Webb Oak Creek Community Development District (“District”) is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

**WHEREAS**, the District has prepared for consideration and approval an Amended Budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT, THAT:**

**Section 1.** The Amended Budget for Fiscal Year 2023/2024 attached hereto as Exhibit “A” is hereby approved and adopted.

**Section 2.** The Secretary/Assistant Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

**PASSED, ADOPTED and EFFECTIVE** this 9<sup>th</sup> day of September, 2024.

**ATTEST:**

**DEL WEBB OAK CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson/Vice Chairperson

Del Webb Oak Creek  
Community Development District

**Amended Final Budget For  
Fiscal Year 2023/2024  
October 1, 2023 - September 30, 2024**

# CONTENTS

- I      **AMENDED FINAL OPERATING FUND BUDGET**
- II     **AMENDED FINAL DEBT SERVICE FUND BUDGET**

**AMENDED FINAL BUDGET**  
**DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2023/2024**  
**OCTOBER 1, 2023 - SEPTEMBER 30, 2024**

	FISCAL YEAR 2023/2024 BUDGET 10/1/23 - 9/30/24	AMENDED FINAL BUDGET 10/1/23 - 9/30/24	YEAR TO DATE ACTUAL 10/1/23 - 8/31/24
<b>REVENUES</b>			
O&M Assessments	205,802	92,124	92,124
Developer Contribution - O&M	0	107,103	107,103
Debt Assessments	868,542	389,671	389,671
Debt Assessments - Debt	0	765,982	765,982
Interest Income	240	9,431	9,431
<b>Total Revenues</b>	<b>\$ 1,074,584</b>	<b>\$ 1,364,311</b>	<b>\$ 1,364,311</b>
<b>EXPENDITURES</b>			
<b>Administrative Expenditures</b>			
Supervisor Fees	0	0	0
Management	36,000	36,000	33,000
Legal	29,000	18,000	11,303
Assessment Roll	5,000	5,000	0
Audit Fees	4,300	4,300	4,300
Arbitrage Rebate Fee	650	650	650
Insurance	6,000	5,375	5,375
Legal Advertisements	4,000	2,500	1,358
Miscellaneous	1,500	750	261
Postage	200	275	250
Office Supplies	1,500	325	276
Dues & Subscriptions	175	175	175
Website Management & ADA Compliance	3,000	3,000	2,750
Trustee Fees	4,100	4,247	4,247
Continuing Disclosure Fee	1,000	1,000	0
<b>Total Administrative Expenditures</b>	<b>96,425</b>	<b>81,597</b>	<b>63,945</b>
<b>Maintenance Expenditures</b>			
Engineering/Inspections	3,000	25,000	17,525
Miscellaneous Maintenance	1,000	1,000	0
Preserve Maintenance	75,000	37,500	0
Lake Bank Maintenance	20,000	10,000	0
<b>Total Maintenance Expenditures</b>	<b>99,000</b>	<b>73,500</b>	<b>17,525</b>
<b>Total Expenditures</b>	<b>\$ 195,425</b>	<b>\$ 155,097</b>	<b>\$ 81,470</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 879,159</b>	<b>\$ 1,209,214</b>	<b>\$ 1,282,841</b>
Bond Payments	(823,737)	(1,140,165)	(1,140,165)
<b>BALANCE</b>	<b>\$ 55,422</b>	<b>\$ 69,049</b>	<b>\$ 142,676</b>
County Appraiser & Tax Collector Fee	(12,967)	(662)	(662)
Discounts For Early Payments	(42,455)	(18,712)	(18,712)
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ 49,675</b>	<b>\$ 123,302</b>
Carryover From Prior Year	0	0	0
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ 49,675</b>	<b>\$ 123,302</b>

Fund Balance As Of 9/30/2023	
Projected FY 2023/2024 Activity	
Fund Balance As Of 9/30/2024	

\$17,903
\$49,675
\$67,578

**AMENDED FINAL BUDGET**  
**DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND - SERIES 2023**  
**FISCAL YEAR 2023/2024**  
**OCTOBER 1, 2023 - SEPTEMBER 30, 2024**

	<b>FISCAL YEAR 2023/2024 BUDGET 10/1/23 - 9/30/24</b>	<b>AMENDED FINAL BUDGET 10/1/23 - 9/30/24</b>	<b>YEAR TO DATE ACTUAL 10/1/23 - 8/31/24</b>
<b>REVENUES</b>			
Interest Income	100	37,201	36,201
NAV Assessment Collection	823,737	374,184	374,184
Payment By Developer	0	765,982	765,982
<b>Total Revenues</b>	<b>\$ 823,837</b>	<b>\$ 1,177,367</b>	<b>\$ 1,176,367</b>
<b>EXPENDITURES</b>			
Principal Payments	195,000	195,000	195,000
Interest Payments	627,697	631,719	631,719
Bond Redemption	1,140	0	0
<b>Total Expenditures</b>	<b>\$ 823,837</b>	<b>\$ 826,719</b>	<b>\$ 826,719</b>
<b>Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ 350,648</b>	<b>\$ 349,648</b>

FUND BALANCE AS OF 9/30/23	\$420,569
FY 2023/2024 ACTIVITY	\$350,648
FUND BALANCE AS OF 9/30/24	\$771,217

Notes

Reserve Fund Balance = \$411,869\*. Revenue Account Balance = \$351,762\*

Revenue Fund Balance To Be Used To Make 11/1/2024 Interest Payment Of \$311,838.

\* Approximate Amounts

**Series 2023 Bond Information**

Original Par Amount =	\$12,585,000	Annual Principal Payments Due:
Interest Rate =	4.125% - 5.25%	May 1st
Issue Date =	March 2023	Annual Interest Payments Due:
Maturity Date =	May 2053	November 1st
Par Amount As Of 9/30/24 =	\$12,390,000	

**RESOLUTION 2024-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEL WEBB OF OAK CREEK COMMUNITY DEVELOPMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Del Webb of Oak Creek Community Development District (the “District”) is a local unit of special-purpose government organized and existing under and pursuant to Chapters 189 and 190, Florida Statutes, as amended; and

**WHEREAS**, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida (“HB 7013”) and creating Section 189.0694, Florida Statutes; and

**WHEREAS**, pursuant to HB 7013 and Section 189.0694, Florida Statutes, beginning October 1, 2024, the District shall establish goals and objectives for the District and create performance measures and standards to evaluate the District’s achievement of those goals and objectives; and

**WHEREAS**, the District Manager has prepared the attached goals, objectives, and performance measures and standards and presented them to the Board of the District; and

**WHEREAS**, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the attached goals, objectives and performance measures and standards.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DEL WEBB OF OAK CREEK COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2.** The District Board of Supervisors hereby adopts the goals, objectives and performance measures and standards as provided in **Exhibit A**. The District Manager shall take all actions to comply with Section 189.0694, Florida Statutes, and shall prepare an annual report regarding the District’s success or failure in achieving the adopted goals and objectives for consideration by the Board of the District.

**SECTION 3.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.



**PASSED AND ADOPTED** this 9<sup>th</sup> day of September, 2024.

**ATTEST:**

**DEL WEBB OF OAK CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairman, Board of Supervisors

**Exhibit A:** Performance Measures/Standards and Annual Reporting

## Exhibit A

**Program/Activity: District Administration**

**Goal:** Remain compliant with Florida Law for all district meetings

**Objectives:**

- Notice all District regular, special, and public hearing meetings
- Conduct all post-meeting activities
- District records retained in compliance with Florida Sunshine Laws

**Performance Measures:**

- All Meetings publicly noticed as required (yes/no)
- Meeting minutes and post-meeting action completed (yes/no)
- District records retained as required by law (yes/no)

**Program/Activity: District Finance**

**Goal:** Remain Compliant with Florida Law for all district financing activities

**Objectives:**

- District adopted fiscal year budget
- District amended budget at end of fiscal year
- Process all District finance accounts receivable and payable
- Support District annual financial audit activities

**Performance Measures:**

- District adopted fiscal year budget (yes/no)
- District amended budget at end of fiscal year (yes/no)
- District accounts receivable/payable processed for the year (yes/no)
- “No findings” for annual financial audit (yes/no)
  - If “yes” explain

**Program/Activity: District Operations**

**Goal:** Insure, Operate and Maintain District owned Infrastructure & assets

**Objectives:**

- Annual renewal of District insurance policy(s)
- Contracted Services for District operations in effect
- Compliance with all required permits

**Performance Measures:**

- District insurance renewed and in force (yes/no)
- Contracted Services in force for all District operations (yes/no)
- Permits in compliance (yes/no)