



**DEL WEBB OAK CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

**LEE COUNTY
REGULAR BOARD MEETING
& PUBLIC HEARING
JULY 10, 2023
11:30 A.M.**

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

www.delwebboakcreekcdd.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 & PUBLIC HEARING
July 10, 2023
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. March 13, 2023 Regular Board Meeting.....Page 4
- G. Public Hearing
 - 1. Proof of Publication.....Page 8
 - 2. Receive Public Comments on Fiscal Year 2023/2024 Final Budget
 - 3. Consider Resolution No. 2023-07 – Adopting Fiscal Year 2023/2024 Final Budget.....Page 11
 - 4. Consider Resolution No. 2023-08 – Adopting Fiscal Year 2023/2024 Annual Assessment..Page 21
- H. Old Business
- I. New Business
 - 1. Consider Resolution No. 2023-09 – Adopting a Fiscal Year 2023/2024 Meeting Schedule..Page 38
 - 2. Consider Approval of Direct Collection of Special Assessments Agreement.....Page 40
 - 3. Consider Approval of Agreement for Maintenance of Lakes.....Page 48
 - 4. Consider Ratification of Requisition 1.....Page 57
 - 5. Discussion Regarding Catch and Release Fishing in the Surface Water Management Lakes
 - 6. Discussion Regarding Surface Water Management System Conversion to the Operation and Maintenance Phase
- J. Administrative Matters
- K. Board Members Comments
- L. Adjourn

DEL WEBB OAK CREEK CDD
2501 BURNS RD #A
PALM BEACH GARDENS, FL 33410-5207

STATE OF WISCONSIN COUNTY OF BROWN:

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Assistant of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of

PUBLIC NOTICE

In the Twentieth Judicial Circuit Court was published in said newspaper in the issues of:

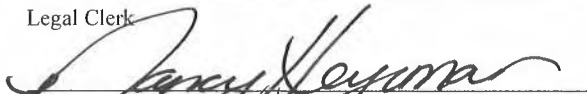
6/20/2023, 6/27/2023

Affiant further says that the said News-Press is a paper of general circulation daily in Lee, Charlotte, Collier, Glades and Hendry Counties and published at Fort Myers, in said Lee County, Florida, and that the said newspaper has heretofore been continuously published in said Lee County, Florida each day and has been entered as periodicals matter at the post office in Fort Myers, in said Lee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 27th of June, 2023



Legal Clerk


Notary Public State of Wisconsin County of Brown
5.15.27

My commission expires

Publication Cost: \$2,646.20
Ad No: GCI1073926
Customer No: 0000003526
PO#: PUBLIC NOTICE
THIS IS NOT AN INVOICE

NANCY HEYRMAN
Notary Public
State of Wisconsin

**DEL WEBB OAK CREEK COMMUNITY
DEVELOPMENT DISTRICT**

**NOTICE OF PUBLIC HEARING TO CONSIDER
THE ADOPTION OF THE FISCAL YEAR
2023/2024 BUDGET; NOTICE OF PUBLIC
HEARING TO CONSIDER THE IMPOSITION
OF OPERATIONS AND MAINTENANCE
SPECIAL ASSESSMENTS, ADOPTION OF
AN ASSESSMENT ROLL, AND THE LEVY,
COLLECTION, AND ENFORCEMENT OF
THE SAME; AND NOTICE OF REGULAR
BOARD OF SUPERVISORS MEETING.**

**Upcoming Public Hearings, and
Regular Meeting**

The Board of Supervisors (“**Board**”) for the Del Webb Oak Creek Community Development District (“**District**”) will hold the following two public hearings and a regular meeting:

DATE: July 10, 2023
TIME: 11:30 a.m.

LOCATION: 24311 Walden Center Drive, Suite
300 Bonita Springs, Florida 34134

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Description of Assessments

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Land Use	Total # of Units / Acres	EAU Factor	Proposed O&M Assessment (including collection costs / early payment discounts)
PLATTED LOT	522	1	\$394.26

The proposed O&M Assessments as stated include collection costs and/or early payment discounts, which Lee County (“**County**”) may impose on assessments that are collected on the County tax bill. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for O&M Assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), *Florida Statutes*, is met. Note that the O&M Assessments do

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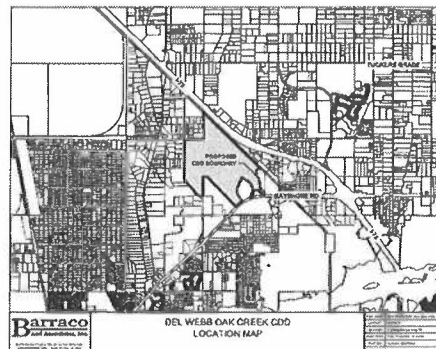
Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, located at c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410, Ph: (561) 630-4922 (“**District Manager’s Office**”), during normal business hours. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager’s 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 Manager’s Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting, and may also file written objections with the District Manager’s Office within twenty (20) days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or 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.

Michelle Krizen
District Manager



**DEL WEBB OAK CREEK COMMUNITY
DEVELOPMENT DISTRICT**

www.delwebboakcreekcdd.org

**PUBLISH: FORT MYERS NEWS PRESS
06/20/23 & 06/27/23**

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Bids and Proposals

REQUEST FOR QUALIFICATIONS
 The City of Ft Myers is seeking bids for Edison Ave Extension Design Services. RFP 0061-23 which will be submitted electronically on or before 7/17/23 at 2:00 PM. Interested participants are encouraged to download the solicitation documents. For more details visit www.fortmyers.gov/procurement 3193330141-home

CITY OF FORT MYERS
 Marly Y. Laving, City Manager
 1000 Green Circle, City Clerk
 AD 4524523

Notice of Sales

• 253 Cecelia Benoit, # 356 Daniel Madison, # 418 Dwayne Crockett, # 412 David Laker, # 490 David Coffey, # 495 Dolores Trama-Cannon, # 853 Noble Smith Hunter, # 935 Kamia Campbell

According to the laws by and between the above listed and TRG Storage Mart and its related parties, assigns and assigns in order to perfect the lien on the goods contained in their storage units, the manager has cut the lock on their units UPON CURRENT INSPECTION. THE UNITS WERE FOUND TO CONTAIN: household items, furniture, TV, BBQ, power tools, sports equipment, and vending machines will be sold or otherwise disposed of on 7/11 at 11:00 AM at all locations listed below. To satisfy owner's lien in accordance with state statutes. Cash only. All bidders must go online to www.trgstorage.com to participate in this auction. Tuesday June 20, 2023 AD # 5245530 6/27, 752723

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Legal Notices

DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS; ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

Upcoming Public Hearings and Regular Meeting

The Board of Supervisors ("Board") for the Del Webb Oak Creek Community Development District ("District") will hold the following two public hearings and a regular meeting:

DATE: July 10, 2023
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 LOCATION: 24811 Waldon Center Drive, Suite 300 Bonita Springs, Florida 34134

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Description of Assessments

The District imposes OAM Assessments on benefited property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A description of the services to be funded by the OAM Assessments, and the properties to be improved and benefited from the OAM Assessments, are all set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed OAM Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed OAM Assessments, which are subject to change at the hearing:

Land Use	Total # of Units / Acres	EAU Factor	Proposed OAM Assessment (including collection costs / early payment discounts)
PLATTED LOT	522	1	\$284.26

The proposed OAM Assessments as stated include collection costs and/or early payment discounts, which Lee County ("County") may impose on assessments that are collected on the County tax bill. Moreover, pursuant to Section 197.363(4), Florida Statutes, the lion amount shall serve as the "maximum rate" authorized by law for OAM Assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.363(4), Florida Statutes, is met. Note that the OAM Assessments do

not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2023/2024.

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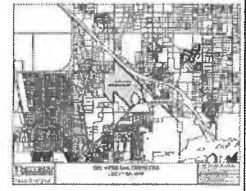
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Michelle Kitzert
 District Manager



DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT
www.delwebboakcreekcd.org
 PUBLISH: FORT MYERS NEWS PRESS
 06/20/23 & 06/27/23



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**DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
MARCH 13, 2023**

A. CALL TO ORDER

The March 13, 2023, Regular Board Meeting of the Del Webb Oak Creek Community Development District (the “District”) was called to order at 11:30 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 March 3, 2023, 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	Michael Hueniken	Present

Staff present included:

District Manager	Michelle Krizen	Special District Services, Inc.
District Counsel	Alyssa Willson (via phone)	Kutak Rock
District Engineer	Carl Barraco, Jr.(via phone)	Barraco and Associates, Inc.

Also present was Kate John of Kutak Rock (via phone).

D. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

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

There were comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. February 13, 2023, Regular Board Meeting

The minutes of the February 13, 2023, Regular Board Meeting were presented for consideration.

A **motion** was then made by Ms. Ray, seconded by Mr. Hueniken and passed unanimously approving the minutes of the February 13, 2023, Regular Board Meeting, as presented.

G. OLD BUSINESS

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

H. NEW BUSINESS

1. Consider Resolution No. 2023-05 –Ratifying the Sale of Bonds

Resolution No. 2023-05 was presented, entitled:

RESOLUTION 2023-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2023 (2023 PROJECT); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2023 (2023 PROJECT); DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Ms. Willson explained that this resolution ratifies all actions taken with respect to the bonds closing on March 8, 2023.

A **motion** was made by Ms. Ray, seconded by Mr. Hueniken and passed unanimously adopting Resolution No. 2023-05, as presented.

2. Consider Master Disclosure of Public Financing

Ms. Wilson presented the full disclosure on public financing through the entirety of the District, not only 2023 Bond specific. The information was compiled from the Engineer's and Methodology Reports.

A **motion** was made by Ms. Ray, seconded by Mr. Hueniken and passed unanimously approving the Master Disclosure of Public Financing, as presented:

3. Consider Supplemental Disclosure of Public Financing

Ms. Willson presented the disclosure, which is 2023 specific. This does not include an early discount payment. The assessment will be on the first 522 single family homes.

A **motion** was made by Ms. Ray, seconded by Mr. Brooks and passed unanimously approving the Supplemental Disclosure of Public Financing, as presented.

4. Consider Uniform Collection Agreement between the District and Lee County Tax Collector

Ms. Willson presented the agreement and indicated that it would allow the District to assess homeowners.

5. Consider Uniform Collection Interlocal Agreement

Ms. Willson explained that this agreement with Lee County would allow the District to use the uniform method of collection previously adopted by the Board.

A **motion** was made by Ms. Ray, seconded by Mr. Hueniken and passed unanimously approving the Uniform Collection Interlocal Agreement, as presented.

6. Consider Resolution No. 2023-06 – Adopting a Fiscal Year 2023/2023 Proposed Budget

Resolution No. 2023-06 was presented, entitled:

RESOLUTION 2023-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGET PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Lake Maintenance should be changed to Lake Bank Maintenance. The District would like to have an interlocal agreement with the HOA in order to provide lake maintenance.

There was a question about why the proposed assessment was 4% higher than previous numbers. Ms. Krizen indicated she would get with the Finance Dept. to determine why.

A **motion** was made by Ms. Ray, seconded by Mr. Hueniken and passed unanimously adopting Resolution No. 2023-05, as presented.

I. ADMINISTRATIVE MATTERS

There was a consensus of the Board to cancel the April 18, 2023, meeting. The next meeting would then be held on May 8, 2023.

J. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Hueniken, seconded by Ms. Ray and passed unanimously adjourning the Regular Board Meeting at 11:46 a.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

DEL WEBB OAK CREEK CDD
2501 BURNS RD #A
PALM BEACH GARDENS, FL 33410-5207

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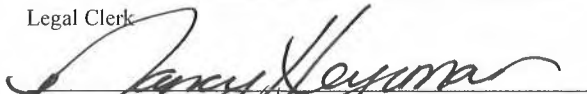
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Sworn to and Subscribed before me this 27th of June, 2023



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Publication Cost: \$2,646.20
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NANCY HEYRMAN
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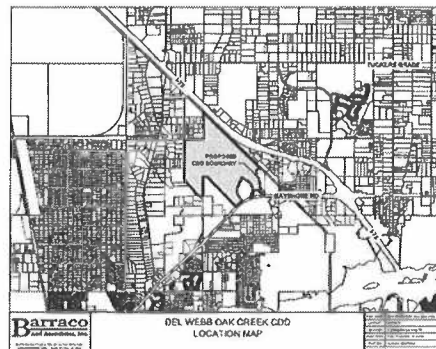
Additional Provisions

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Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager’s 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 Manager’s Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting, and may also file written objections with the District Manager’s Office within twenty (20) days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or 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.

Michelle Krizen
District Manager



**DEL WEBB OAK CREEK COMMUNITY
DEVELOPMENT DISTRICT**

www.delwebboakcreekcdd.org

**PUBLISH: FORT MYERS NEWS PRESS
06/20/23 & 06/27/23**

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 The City of Ft Myers is seeking bids for Edison Ave Extension Design Services. RFP 0061-23 which will be submitted electronically on or before 7/17/2023 at 2:00 PM. Interested participants are encouraged to download the solicitation documents. For more details visit www.fortmyers.gov/eProcurement 3193330141-home

CITY OF FORT MYERS

Marty Y. Laving, City Manager
 1000 Green Circle, City Clerk
 AD 4524523

Notice of Sales

■ 253 Cecelia Benoit, ■ 356 Daniel McAdison, ■ 418 Dwayne Crockett, ■ 412 David Laker, ■ 450 David Coffey, ■ 495 Dolores Trama-Cannon, ■ 853 Noble Smith Hunter, ■ 935 Kamia Campbell

According to the laws by and between the above listed and TRG Storage Mart and its related parties, assigns and assigns in order to perfect the lien on the goods contained in their storage units, the manager has cut the lock on their units UPON CURRENT INSPECTION. THE UNITS WERE FOUND TO CONTAIN: household items, furniture, TV, BBQ, power tools, sports equipment, & vending machines will be sold or otherwise disposed of on 7/11 at 11:00 AM at all locations listed below. To satisfy owner's lien in accordance with state statutes. Cash only. All bidders must go online to www.trgstorage.com to participate in this auction. Tuesday June 20, 2023 AD # 5245530 6/27, 7572123

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DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS; ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

Upcoming Public Hearings and Regular Meeting

The Board of Supervisors ("Board") for the Del Webb Oak Creek Community Development District ("District") will hold the following two public hearings and a regular meeting:

DATE: July 10, 2023
 TIME: 11:30 a.m.
 LOCATION: 24811 Waldon Center Drive, Suite 300 Bonita Springs, Florida 34134

The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"). The second public hearing is being held pursuant to Chapters 190 and 197, Florida Statutes, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2023/2024. In addition, the adoption of an assessment roll and to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes O&M Assessments on benefited property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A description of the services to be funded by the O&M Assessments, and the properties to be improved and benefited from the O&M Assessments, are all set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing.

Land Use	Total # of Units / Acres	EAU Factor	Proposed O&M Assessment (including collection costs / early payment discounts)
PLATTED LOT	522	1	\$284.26

The proposed O&M Assessments as stated include collection costs and/or early payment discounts, which Lee County ("County") may impose on assessments that are collected on the County tax bill. Moreover, pursuant to Section 197.363(4), Florida Statutes, the lion amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.363(4), Florida Statutes, is met. Note that the O&M Assessments do

not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2023/2024.

For Fiscal Year 2023/2024, the District intends to have the County tax collector collect the assessments imposed on certain developed property, and will directly collect the assessments imposed on the remaining benefited property by sending out a bill prior to, or during, November 2023. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title, or for direct billed assessments, may result in a foreclosure action, which also may result in a loss of title. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect these or other assessments in a different manner at a future time.

Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, located at c/o Special District Services, Inc., 2501A Bluffs Road, Palm Beach Gardens, Florida 33410. Ph: (561) 530-4927 ("District Manager's Office"), during normal business hours. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's 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 Manager's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty (20) days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or 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.

Michelle Kitzert
 District Manager



DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT
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RESOLUTION 2023-07

THE ANNUAL APPROPRIATION RESOLUTION OF THE DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2023, submitted to the Board of Supervisors (“**Board**”) of the Del Webb Oak Creek Community Development District (“**District**”) a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two (2) days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Del Webb Oak Creek Community Development District for the Fiscal Year Ending September 30, 2024.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$1,074,344 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ <u>205,802</u>
DEBT SERVICE – SERIES 2023	\$ <u>868,542</u>
TOTAL ALL FUNDS	\$ <u>1,074,344</u>

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024, or within sixty (60) days following the end of the Fiscal Year 2023/2024, may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000

or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District’s website within five (5) days after adoption and remain on the website for at least two (2) years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 10TH DAY OF JULY 2023.

ATTEST:

**DEL WEBB OAK CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Fiscal Year 2023/2024 Budget

Exhibit A

Fiscal Year 2023/2024 Budget

Del Webb Oak Creek
Community Development District

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

CONTENTS

- I FINAL BUDGET
- II DETAILED FINAL BUDGET
- III DETAILED FINAL DEBT SERVICE FUND BUDGET
- IV ASSESSMENT COMPARISON

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

	FISCAL YEAR 2023/2024 BUDGET
REVENUES	
O&M (Operation & Maintenance) Assessments	205,802
Developer Contribution	0
Debt Assessments	868,542
Interest Income	240
TOTAL REVENUES	\$ 1,074,584
EXPENDITURES	
Administrative Expenditures	
Supervisor Fees	0
Management	36,000
Legal	29,000
Assessment Roll	5,000
Audit Fees	4,300
Arbitrage Rebate Fee	650
Insurance	6,000
Legal Advertisements	4,000
Miscellaneous	1,500
Postage	200
Office Supplies	1,500
Dues & Subscriptions	175
Website Management & ADA Compliance	3,000
Trustee Fees	4,100
Continuing Disclosure Fee	1,000
Total Administrative Expenditures	\$ 96,425
Maintenance Expenditures	
Engineering/Inspections	3,000
Miscellaneous Maintenance	1,000
Preserve Maintenance	75,000
Lake Bank Maintenance	20,000
Total Maintenance Expenditures	\$ 99,000
Total O&M Expenditures	\$ 195,425
REVENUES LESS EXPENDITURES	\$ 879,159
Bond Payments	(823,737)
BALANCE	\$ 55,422
County Appraiser & Tax Collector Fee	(12,967)
Discounts For Early Payments	(42,455)
EXCESS/ (SHORTFALL)	\$ -

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

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET	COMMENTS
REVENUES				
O&M (Operation & Maintenance) Assessments	0	0	205,802	Expenditures Less Interest/.94
Developer Contribution	60,994	87,875	0	
Debt Assessments	0	0	868,542	Bond Payments/.9484
Interest Income	2	0	240	Interest Projected At \$20 Per Month
TOTAL REVENUES	\$ 60,996	\$ 87,875	\$ 1,074,584	
EXPENDITURES				
Administrative Expenditures				
Supervisor Fees	0	0	0	
Management	6,000	36,000	36,000	\$3,000 X 12 Months
Legal	16,707	30,000	29,000	Fiscal Year 2022/2023 Expenditure As Of 1/31/23 Is \$9,945
Assessment Roll	0	0	5,000	As Per Contract
Audit Fees	0	0	4,300	
Arbitrage Rebate Fee	0	0	650	Commences In Fiscal Year Following Issuing Of Bond
Insurance	1,123	6,000	6,000	
Legal Advertisements	12,650	7,500	4,000	
Miscellaneous	59	1,500	1,500	
Postage	102	200	200	
Office Supplies	1,217	1,500	1,500	
Dues & Subscriptions	0	175	175	Annual Fee Due Department Of Economic Opportunity
Website Management & ADA Compliance	500	3,000	3,000	\$250 X 12 Months
Trustee Fees	0	0	4,100	Commences In Fiscal Year Following Issuing Of Bond
Continuing Disclosure Fee	0	0	1,000	
Total Administrative Expenditures	\$ 38,358	\$ 85,875	\$ 96,425	
Maintenance Expenditures				
Engineering/Inspections	1,500	1,000	3,000	
Miscellaneous Maintenance	0	1,000	1,000	
Preserve Maintenance	0	0	75,000	
Lake Bank Maintenance	0	0	20,000	
Total Maintenance Expenditures	\$ 1,500	\$ 2,000	\$ 99,000	
Total O&M Expenditures	\$ 39,858	\$ 87,875	\$ 195,425	
REVENUES LESS EXPENDITURES	\$ 21,138	\$ -	\$ 879,159	
Bond Payments	0	0	(823,737)	2024 Principal & Interest Payments
BALANCE	\$ 21,138	\$ -	\$ 55,422	
County Appraiser & Tax Collector Fee	0	0	(12,967)	One Percent Of Total Assessment Roll + Per Parcel Collection Fee
Discounts For Early Payments	0	0	(42,455)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 21,138	\$ -	\$ -	

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

	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	
	2021/2022	2022/2023	2023/2024	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	0	0	100	Projected Interest For 2023/2024
NAV Tax Collection	0	0	823,737	Maximum Debt Service Collection
Developer Contribution	0	0	0	
Total Revenues	\$ -	\$ -	\$ 823,837	
EXPENDITURES				
Principal Payments	0	0	195,000	Principal Payment Due In 2024
Interest Payments	0	0	627,697	Interest Payment Due In 2024
Bond Redemption	0	-	1,140	Estimated Excess Debt Collections
Total Expenditures	\$ -	\$ -	\$ 823,837	
Excess/ (Shortfall)	\$ -	\$ -	\$ -	

Note: Capital Interest Set-up Through May 2023 - Developer To Be Direct Billed For November 2023 Interest Payment (\$315,859).

Series 2023 Bond Information

Original Par Amount = \$12,585,000 Annual Principal Payments Due = May 1st

Interest Rate = 4.125% - 5.25% Annual Interest Payments Due = May 1st & November 1st

Issue Date = March 2023

Maturity Date = May 2053

Par Amount As Of 3/8/23 = \$12,585,000

DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT ASSESSMENT COMPARISON

	Fiscal Year 2021/2022 Assessment*	Fiscal Year 2022/2023 Assessment*	Fiscal Year 2023/2024 Projected Assessment*
O & M For 40' Garden Unit	\$ -	\$ -	\$ 394.26
<u>Debt For 40' Garden Unit</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,562.50</u>
Total For 40' Garden Unit	\$ -	\$ -	\$ 1,956.76
O & M For 50' Classic Unit	\$ -	\$ -	\$ 394.26
<u>Debt For 50' Classic Unit</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,666.67</u>
Total For 50' Classic Unit	\$ -	\$ -	\$ 2,060.93
O & M For 65' Estate Unit	\$ -	\$ -	\$ 394.26
<u>Debt For 65' Estate Unit</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,770.83</u>
Total For 65' Estate Unit	\$ -	\$ -	\$ 2,165.09

* Assessments Include the Following:

- 4% Discount for Early Payments
- County Tax Collector Fee
- County Property Appraiser Fee

Community Information:

40' Garden Units: 144
 50' Classic Units: 248
65' Estate Units: 130
 Total: 522 Units

RESOLUTION 2023-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; 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.

WHEREAS, the Del Webb Oak Creek Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Lee County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"), attached hereto as **Exhibit "A;"** and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2023/2024; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B,”** and to certify the portion of the Assessment Roll related to certain developed property (“**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in **Exhibit “B;”** and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits “A” and “B,”** and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits “A” and “B.”**

- B. Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** Assessments directly collected by the District are due in full on December 1, 2023; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2023, 25% due no later than February 1, 2024 and 25% due no later than May 1, 2024. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2023/2024, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- C. Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 10th day of July 2023.

ATTEST:

**DEL WEBB OAK CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

Exhibit A: Budget
Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

Exhibit A
Budget

Exhibit B

Assessment Roll (Uniform Method)

Assessment Roll (Direct Collect)

**Del Webb Oak Creek Community Development District
Assessment Roll 2023-2024**

ROLL YEAR	Category	Lot #	O&M	DEBT	TOTAL
2023	40' Garden Units	1	394.26	1,562.50	1,956.76
2023	40' Garden Units	2	394.26	1,562.50	1,956.76
2023	40' Garden Units	3	394.26	1,562.50	1,956.76
2023	40' Garden Units	4	394.26	1,562.50	1,956.76
2023	40' Garden Units	5	394.26	1,562.50	1,956.76
2023	40' Garden Units	6	394.26	1,562.50	1,956.76
2023	40' Garden Units	7	394.26	1,562.50	1,956.76
2023	40' Garden Units	8	394.26	1,562.50	1,956.76
2023	40' Garden Units	9	394.26	1,562.50	1,956.76
2023	40' Garden Units	10	394.26	1,562.50	1,956.76
2023	40' Garden Units	11	394.26	1,562.50	1,956.76
2023	40' Garden Units	12	394.26	1,562.50	1,956.76
2023	40' Garden Units	13	394.26	1,562.50	1,956.76
2023	40' Garden Units	14	394.26	1,562.50	1,956.76
2023	40' Garden Units	15	394.26	1,562.50	1,956.76
2023	40' Garden Units	16	394.26	1,562.50	1,956.76
2023	40' Garden Units	17	394.26	1,562.50	1,956.76
2023	40' Garden Units	18	394.26	1,562.50	1,956.76
2023	40' Garden Units	19	394.26	1,562.50	1,956.76
2023	40' Garden Units	20	394.26	1,562.50	1,956.76
2023	40' Garden Units	21	394.26	1,562.50	1,956.76
2023	40' Garden Units	22	394.26	1,562.50	1,956.76
2023	40' Garden Units	23	394.26	1,562.50	1,956.76
2023	40' Garden Units	24	394.26	1,562.50	1,956.76
2023	40' Garden Units	25	394.26	1,562.50	1,956.76
2023	40' Garden Units	26	394.26	1,562.50	1,956.76
2023	40' Garden Units	27	394.26	1,562.50	1,956.76
2023	40' Garden Units	28	394.26	1,562.50	1,956.76
2023	40' Garden Units	29	394.26	1,562.50	1,956.76
2023	40' Garden Units	30	394.26	1,562.50	1,956.76
2023	40' Garden Units	31	394.26	1,562.50	1,956.76
2023	40' Garden Units	32	394.26	1,562.50	1,956.76
2023	40' Garden Units	33	394.26	1,562.50	1,956.76
2023	40' Garden Units	34	394.26	1,562.50	1,956.76
2023	40' Garden Units	35	394.26	1,562.50	1,956.76
2023	40' Garden Units	36	394.26	1,562.50	1,956.76
2023	40' Garden Units	37	394.26	1,562.50	1,956.76
2023	40' Garden Units	38	394.26	1,562.50	1,956.76
2023	40' Garden Units	39	394.26	1,562.50	1,956.76
2023	40' Garden Units	40	394.26	1,562.50	1,956.76
2023	40' Garden Units	41	394.26	1,562.50	1,956.76
2023	40' Garden Units	42	394.26	1,562.50	1,956.76
2023	40' Garden Units	43	394.26	1,562.50	1,956.76
2023	40' Garden Units	44	394.26	1,562.50	1,956.76
2023	40' Garden Units	45	394.26	1,562.50	1,956.76
2023	40' Garden Units	46	394.26	1,562.50	1,956.76
2023	40' Garden Units	47	394.26	1,562.50	1,956.76
2023	40' Garden Units	48	394.26	1,562.50	1,956.76
2023	40' Garden Units	49	394.26	1,562.50	1,956.76

**Del Webb Oak Creek Community Development District
Assessment Roll 2023-2024**

ROLL YEAR	Category	Lot #	O&M	DEBT	TOTAL
2023	40' Garden Units	50	394.26	1,562.50	1,956.76
2023	40' Garden Units	51	394.26	1,562.50	1,956.76
2023	40' Garden Units	52	394.26	1,562.50	1,956.76
2023	40' Garden Units	53	394.26	1,562.50	1,956.76
2023	40' Garden Units	54	394.26	1,562.50	1,956.76
2023	40' Garden Units	55	394.26	1,562.50	1,956.76
2023	40' Garden Units	56	394.26	1,562.50	1,956.76
2023	40' Garden Units	57	394.26	1,562.50	1,956.76
2023	40' Garden Units	58	394.26	1,562.50	1,956.76
2023	40' Garden Units	59	394.26	1,562.50	1,956.76
2023	40' Garden Units	60	394.26	1,562.50	1,956.76
2023	40' Garden Units	61	394.26	1,562.50	1,956.76
2023	40' Garden Units	62	394.26	1,562.50	1,956.76
2023	40' Garden Units	63	394.26	1,562.50	1,956.76
2023	40' Garden Units	64	394.26	1,562.50	1,956.76
2023	40' Garden Units	65	394.26	1,562.50	1,956.76
2023	40' Garden Units	66	394.26	1,562.50	1,956.76
2023	40' Garden Units	67	394.26	1,562.50	1,956.76
2023	40' Garden Units	68	394.26	1,562.50	1,956.76
2023	40' Garden Units	69	394.26	1,562.50	1,956.76
2023	40' Garden Units	70	394.26	1,562.50	1,956.76
2023	40' Garden Units	71	394.26	1,562.50	1,956.76
2023	40' Garden Units	72	394.26	1,562.50	1,956.76
2023	40' Garden Units	73	394.26	1,562.50	1,956.76
2023	40' Garden Units	74	394.26	1,562.50	1,956.76
2023	40' Garden Units	75	394.26	1,562.50	1,956.76
2023	40' Garden Units	76	394.26	1,562.50	1,956.76
2023	40' Garden Units	77	394.26	1,562.50	1,956.76
2023	40' Garden Units	78	394.26	1,562.50	1,956.76
2023	40' Garden Units	79	394.26	1,562.50	1,956.76
2023	40' Garden Units	80	394.26	1,562.50	1,956.76
2023	40' Garden Units	81	394.26	1,562.50	1,956.76
2023	40' Garden Units	82	394.26	1,562.50	1,956.76
2023	40' Garden Units	83	394.26	1,562.50	1,956.76
2023	40' Garden Units	84	394.26	1,562.50	1,956.76
2023	40' Garden Units	85	394.26	1,562.50	1,956.76
2023	40' Garden Units	86	394.26	1,562.50	1,956.76
2023	40' Garden Units	87	394.26	1,562.50	1,956.76
2023	40' Garden Units	88	394.26	1,562.50	1,956.76
2023	40' Garden Units	89	394.26	1,562.50	1,956.76
2023	40' Garden Units	90	394.26	1,562.50	1,956.76
2023	40' Garden Units	91	394.26	1,562.50	1,956.76
2023	40' Garden Units	92	394.26	1,562.50	1,956.76
2023	40' Garden Units	93	394.26	1,562.50	1,956.76
2023	40' Garden Units	94	394.26	1,562.50	1,956.76
2023	40' Garden Units	95	394.26	1,562.50	1,956.76
2023	40' Garden Units	96	394.26	1,562.50	1,956.76
2023	40' Garden Units	97	394.26	1,562.50	1,956.76
2023	40' Garden Units	98	394.26	1,562.50	1,956.76

**Del Webb Oak Creek Community Development District
Assessment Roll 2023-2024**

ROLL YEAR	Category	Lot #	O&M	DEBT	TOTAL
2023	40' Garden Units	99	394.26	1,562.50	1,956.76
2023	40' Garden Units	100	394.26	1,562.50	1,956.76
2023	40' Garden Units	101	394.26	1,562.50	1,956.76
2023	40' Garden Units	102	394.26	1,562.50	1,956.76
2023	40' Garden Units	103	394.26	1,562.50	1,956.76
2023	40' Garden Units	104	394.26	1,562.50	1,956.76
2023	40' Garden Units	105	394.26	1,562.50	1,956.76
2023	40' Garden Units	106	394.26	1,562.50	1,956.76
2023	40' Garden Units	107	394.26	1,562.50	1,956.76
2023	40' Garden Units	108	394.26	1,562.50	1,956.76
2023	40' Garden Units	109	394.26	1,562.50	1,956.76
2023	40' Garden Units	110	394.26	1,562.50	1,956.76
2023	40' Garden Units	111	394.26	1,562.50	1,956.76
2023	40' Garden Units	112	394.26	1,562.50	1,956.76
2023	40' Garden Units	113	394.26	1,562.50	1,956.76
2023	40' Garden Units	114	394.26	1,562.50	1,956.76
2023	40' Garden Units	115	394.26	1,562.50	1,956.76
2023	40' Garden Units	116	394.26	1,562.50	1,956.76
2023	40' Garden Units	117	394.26	1,562.50	1,956.76
2023	40' Garden Units	118	394.26	1,562.50	1,956.76
2023	40' Garden Units	119	394.26	1,562.50	1,956.76
2023	40' Garden Units	120	394.26	1,562.50	1,956.76
2023	40' Garden Units	121	394.26	1,562.50	1,956.76
2023	40' Garden Units	122	394.26	1,562.50	1,956.76
2023	40' Garden Units	123	394.26	1,562.50	1,956.76
2023	40' Garden Units	124	394.26	1,562.50	1,956.76
2023	40' Garden Units	125	394.26	1,562.50	1,956.76
2023	40' Garden Units	126	394.26	1,562.50	1,956.76
2023	40' Garden Units	127	394.26	1,562.50	1,956.76
2023	40' Garden Units	128	394.26	1,562.50	1,956.76
2023	40' Garden Units	129	394.26	1,562.50	1,956.76
2023	40' Garden Units	130	394.26	1,562.50	1,956.76
2023	40' Garden Units	131	394.26	1,562.50	1,956.76
2023	40' Garden Units	132	394.26	1,562.50	1,956.76
2023	40' Garden Units	133	394.26	1,562.50	1,956.76
2023	40' Garden Units	134	394.26	1,562.50	1,956.76
2023	40' Garden Units	135	394.26	1,562.50	1,956.76
2023	40' Garden Units	136	394.26	1,562.50	1,956.76
2023	40' Garden Units	137	394.26	1,562.50	1,956.76
2023	40' Garden Units	138	394.26	1,562.50	1,956.76
2023	40' Garden Units	139	394.26	1,562.50	1,956.76
2023	40' Garden Units	140	394.26	1,562.50	1,956.76
2023	40' Garden Units	141	394.26	1,562.50	1,956.76
2023	40' Garden Units	142	394.26	1,562.50	1,956.76
2023	40' Garden Units	143	394.26	1,562.50	1,956.76
2023	40' Garden Units	144	394.26	1,562.50	1,956.76
2023	50' Classic Units	1	394.26	1,666.67	2,060.93
2023	50' Classic Units	2	394.26	1,666.67	2,060.93
2023	50' Classic Units	3	394.26	1,666.67	2,060.93

**Del Webb Oak Creek Community Development District
Assessment Roll 2023-2024**

ROLL YEAR	Category	Lot #	O&M	DEBT	TOTAL
2023	50' Classic Units	4	394.26	1,666.67	2,060.93
2023	50' Classic Units	5	394.26	1,666.67	2,060.93
2023	50' Classic Units	6	394.26	1,666.67	2,060.93
2023	50' Classic Units	7	394.26	1,666.67	2,060.93
2023	50' Classic Units	8	394.26	1,666.67	2,060.93
2023	50' Classic Units	9	394.26	1,666.67	2,060.93
2023	50' Classic Units	10	394.26	1,666.67	2,060.93
2023	50' Classic Units	11	394.26	1,666.67	2,060.93
2023	50' Classic Units	12	394.26	1,666.67	2,060.93
2023	50' Classic Units	13	394.26	1,666.67	2,060.93
2023	50' Classic Units	14	394.26	1,666.67	2,060.93
2023	50' Classic Units	15	394.26	1,666.67	2,060.93
2023	50' Classic Units	16	394.26	1,666.67	2,060.93
2023	50' Classic Units	17	394.26	1,666.67	2,060.93
2023	50' Classic Units	18	394.26	1,666.67	2,060.93
2023	50' Classic Units	19	394.26	1,666.67	2,060.93
2023	50' Classic Units	20	394.26	1,666.67	2,060.93
2023	50' Classic Units	21	394.26	1,666.67	2,060.93
2023	50' Classic Units	22	394.26	1,666.67	2,060.93
2023	50' Classic Units	23	394.26	1,666.67	2,060.93
2023	50' Classic Units	24	394.26	1,666.67	2,060.93
2023	50' Classic Units	25	394.26	1,666.67	2,060.93
2023	50' Classic Units	26	394.26	1,666.67	2,060.93
2023	50' Classic Units	27	394.26	1,666.67	2,060.93
2023	50' Classic Units	28	394.26	1,666.67	2,060.93
2023	50' Classic Units	29	394.26	1,666.67	2,060.93
2023	50' Classic Units	30	394.26	1,666.67	2,060.93
2023	50' Classic Units	31	394.26	1,666.67	2,060.93
2023	50' Classic Units	32	394.26	1,666.67	2,060.93
2023	50' Classic Units	33	394.26	1,666.67	2,060.93
2023	50' Classic Units	34	394.26	1,666.67	2,060.93
2023	50' Classic Units	35	394.26	1,666.67	2,060.93
2023	50' Classic Units	36	394.26	1,666.67	2,060.93
2023	50' Classic Units	37	394.26	1,666.67	2,060.93
2023	50' Classic Units	38	394.26	1,666.67	2,060.93
2023	50' Classic Units	39	394.26	1,666.67	2,060.93
2023	50' Classic Units	40	394.26	1,666.67	2,060.93
2023	50' Classic Units	41	394.26	1,666.67	2,060.93
2023	50' Classic Units	42	394.26	1,666.67	2,060.93
2023	50' Classic Units	43	394.26	1,666.67	2,060.93
2023	50' Classic Units	44	394.26	1,666.67	2,060.93
2023	50' Classic Units	45	394.26	1,666.67	2,060.93
2023	50' Classic Units	46	394.26	1,666.67	2,060.93
2023	50' Classic Units	47	394.26	1,666.67	2,060.93
2023	50' Classic Units	48	394.26	1,666.67	2,060.93
2023	50' Classic Units	49	394.26	1,666.67	2,060.93
2023	50' Classic Units	50	394.26	1,666.67	2,060.93
2023	50' Classic Units	51	394.26	1,666.67	2,060.93
2023	50' Classic Units	52	394.26	1,666.67	2,060.93

**Del Webb Oak Creek Community Development District
Assessment Roll 2023-2024**

ROLL YEAR	Category	Lot #	O&M	DEBT	TOTAL
2023	50' Classic Units	53	394.26	1,666.67	2,060.93
2023	50' Classic Units	54	394.26	1,666.67	2,060.93
2023	50' Classic Units	55	394.26	1,666.67	2,060.93
2023	50' Classic Units	56	394.26	1,666.67	2,060.93
2023	50' Classic Units	57	394.26	1,666.67	2,060.93
2023	50' Classic Units	58	394.26	1,666.67	2,060.93
2023	50' Classic Units	59	394.26	1,666.67	2,060.93
2023	50' Classic Units	60	394.26	1,666.67	2,060.93
2023	50' Classic Units	61	394.26	1,666.67	2,060.93
2023	50' Classic Units	62	394.26	1,666.67	2,060.93
2023	50' Classic Units	63	394.26	1,666.67	2,060.93
2023	50' Classic Units	64	394.26	1,666.67	2,060.93
2023	50' Classic Units	65	394.26	1,666.67	2,060.93
2023	50' Classic Units	66	394.26	1,666.67	2,060.93
2023	50' Classic Units	67	394.26	1,666.67	2,060.93
2023	50' Classic Units	68	394.26	1,666.67	2,060.93
2023	50' Classic Units	69	394.26	1,666.67	2,060.93
2023	50' Classic Units	70	394.26	1,666.67	2,060.93
2023	50' Classic Units	71	394.26	1,666.67	2,060.93
2023	50' Classic Units	72	394.26	1,666.67	2,060.93
2023	50' Classic Units	73	394.26	1,666.67	2,060.93
2023	50' Classic Units	74	394.26	1,666.67	2,060.93
2023	50' Classic Units	75	394.26	1,666.67	2,060.93
2023	50' Classic Units	76	394.26	1,666.67	2,060.93
2023	50' Classic Units	77	394.26	1,666.67	2,060.93
2023	50' Classic Units	78	394.26	1,666.67	2,060.93
2023	50' Classic Units	79	394.26	1,666.67	2,060.93
2023	50' Classic Units	80	394.26	1,666.67	2,060.93
2023	50' Classic Units	81	394.26	1,666.67	2,060.93
2023	50' Classic Units	82	394.26	1,666.67	2,060.93
2023	50' Classic Units	83	394.26	1,666.67	2,060.93
2023	50' Classic Units	84	394.26	1,666.67	2,060.93
2023	50' Classic Units	85	394.26	1,666.67	2,060.93
2023	50' Classic Units	86	394.26	1,666.67	2,060.93
2023	50' Classic Units	87	394.26	1,666.67	2,060.93
2023	50' Classic Units	88	394.26	1,666.67	2,060.93
2023	50' Classic Units	89	394.26	1,666.67	2,060.93
2023	50' Classic Units	90	394.26	1,666.67	2,060.93
2023	50' Classic Units	91	394.26	1,666.67	2,060.93
2023	50' Classic Units	92	394.26	1,666.67	2,060.93
2023	50' Classic Units	93	394.26	1,666.67	2,060.93
2023	50' Classic Units	94	394.26	1,666.67	2,060.93
2023	50' Classic Units	95	394.26	1,666.67	2,060.93
2023	50' Classic Units	96	394.26	1,666.67	2,060.93
2023	50' Classic Units	97	394.26	1,666.67	2,060.93
2023	50' Classic Units	98	394.26	1,666.67	2,060.93
2023	50' Classic Units	99	394.26	1,666.67	2,060.93
2023	50' Classic Units	100	394.26	1,666.67	2,060.93
2023	50' Classic Units	101	394.26	1,666.67	2,060.93

**Del Webb Oak Creek Community Development District
Assessment Roll 2023-2024**

ROLL YEAR	Category	Lot #	O&M	DEBT	TOTAL
2023	50' Classic Units	102	394.26	1,666.67	2,060.93
2023	50' Classic Units	103	394.26	1,666.67	2,060.93
2023	50' Classic Units	104	394.26	1,666.67	2,060.93
2023	50' Classic Units	105	394.26	1,666.67	2,060.93
2023	50' Classic Units	106	394.26	1,666.67	2,060.93
2023	50' Classic Units	107	394.26	1,666.67	2,060.93
2023	50' Classic Units	108	394.26	1,666.67	2,060.93
2023	50' Classic Units	109	394.26	1,666.67	2,060.93
2023	50' Classic Units	110	394.26	1,666.67	2,060.93
2023	50' Classic Units	111	394.26	1,666.67	2,060.93
2023	50' Classic Units	112	394.26	1,666.67	2,060.93
2023	50' Classic Units	113	394.26	1,666.67	2,060.93
2023	50' Classic Units	114	394.26	1,666.67	2,060.93
2023	50' Classic Units	115	394.26	1,666.67	2,060.93
2023	50' Classic Units	116	394.26	1,666.67	2,060.93
2023	50' Classic Units	117	394.26	1,666.67	2,060.93
2023	50' Classic Units	118	394.26	1,666.67	2,060.93
2023	50' Classic Units	119	394.26	1,666.67	2,060.93
2023	50' Classic Units	120	394.26	1,666.67	2,060.93
2023	50' Classic Units	121	394.26	1,666.67	2,060.93
2023	50' Classic Units	122	394.26	1,666.67	2,060.93
2023	50' Classic Units	123	394.26	1,666.67	2,060.93
2023	50' Classic Units	124	394.26	1,666.67	2,060.93
2023	50' Classic Units	125	394.26	1,666.67	2,060.93
2023	50' Classic Units	126	394.26	1,666.67	2,060.93
2023	50' Classic Units	127	394.26	1,666.67	2,060.93
2023	50' Classic Units	128	394.26	1,666.67	2,060.93
2023	50' Classic Units	129	394.26	1,666.67	2,060.93
2023	50' Classic Units	130	394.26	1,666.67	2,060.93
2023	50' Classic Units	131	394.26	1,666.67	2,060.93
2023	50' Classic Units	132	394.26	1,666.67	2,060.93
2023	50' Classic Units	133	394.26	1,666.67	2,060.93
2023	50' Classic Units	134	394.26	1,666.67	2,060.93
2023	50' Classic Units	135	394.26	1,666.67	2,060.93
2023	50' Classic Units	136	394.26	1,666.67	2,060.93
2023	50' Classic Units	137	394.26	1,666.67	2,060.93
2023	50' Classic Units	138	394.26	1,666.67	2,060.93
2023	50' Classic Units	139	394.26	1,666.67	2,060.93
2023	50' Classic Units	140	394.26	1,666.67	2,060.93
2023	50' Classic Units	141	394.26	1,666.67	2,060.93
2023	50' Classic Units	142	394.26	1,666.67	2,060.93
2023	50' Classic Units	143	394.26	1,666.67	2,060.93
2023	50' Classic Units	144	394.26	1,666.67	2,060.93
2023	50' Classic Units	145	394.26	1,666.67	2,060.93
2023	50' Classic Units	146	394.26	1,666.67	2,060.93
2023	50' Classic Units	147	394.26	1,666.67	2,060.93
2023	50' Classic Units	148	394.26	1,666.67	2,060.93
2023	50' Classic Units	149	394.26	1,666.67	2,060.93
2023	50' Classic Units	150	394.26	1,666.67	2,060.93

**Del Webb Oak Creek Community Development District
Assessment Roll 2023-2024**

ROLL YEAR	Category	Lot #	O&M	DEBT	TOTAL
2023	50' Classic Units	151	394.26	1,666.67	2,060.93
2023	50' Classic Units	152	394.26	1,666.67	2,060.93
2023	50' Classic Units	153	394.26	1,666.67	2,060.93
2023	50' Classic Units	154	394.26	1,666.67	2,060.93
2023	50' Classic Units	155	394.26	1,666.67	2,060.93
2023	50' Classic Units	156	394.26	1,666.67	2,060.93
2023	50' Classic Units	157	394.26	1,666.67	2,060.93
2023	50' Classic Units	158	394.26	1,666.67	2,060.93
2023	50' Classic Units	159	394.26	1,666.67	2,060.93
2023	50' Classic Units	160	394.26	1,666.67	2,060.93
2023	50' Classic Units	161	394.26	1,666.67	2,060.93
2023	50' Classic Units	162	394.26	1,666.67	2,060.93
2023	50' Classic Units	163	394.26	1,666.67	2,060.93
2023	50' Classic Units	164	394.26	1,666.67	2,060.93
2023	50' Classic Units	165	394.26	1,666.67	2,060.93
2023	50' Classic Units	166	394.26	1,666.67	2,060.93
2023	50' Classic Units	167	394.26	1,666.67	2,060.93
2023	50' Classic Units	168	394.26	1,666.67	2,060.93
2023	50' Classic Units	169	394.26	1,666.67	2,060.93
2023	50' Classic Units	170	394.26	1,666.67	2,060.93
2023	50' Classic Units	171	394.26	1,666.67	2,060.93
2023	50' Classic Units	172	394.26	1,666.67	2,060.93
2023	50' Classic Units	173	394.26	1,666.67	2,060.93
2023	50' Classic Units	174	394.26	1,666.67	2,060.93
2023	50' Classic Units	175	394.26	1,666.67	2,060.93
2023	50' Classic Units	176	394.26	1,666.67	2,060.93
2023	50' Classic Units	177	394.26	1,666.67	2,060.93
2023	50' Classic Units	178	394.26	1,666.67	2,060.93
2023	50' Classic Units	179	394.26	1,666.67	2,060.93
2023	50' Classic Units	180	394.26	1,666.67	2,060.93
2023	50' Classic Units	181	394.26	1,666.67	2,060.93
2023	50' Classic Units	182	394.26	1,666.67	2,060.93
2023	50' Classic Units	183	394.26	1,666.67	2,060.93
2023	50' Classic Units	184	394.26	1,666.67	2,060.93
2023	50' Classic Units	185	394.26	1,666.67	2,060.93
2023	50' Classic Units	186	394.26	1,666.67	2,060.93
2023	50' Classic Units	187	394.26	1,666.67	2,060.93
2023	50' Classic Units	188	394.26	1,666.67	2,060.93
2023	50' Classic Units	189	394.26	1,666.67	2,060.93
2023	50' Classic Units	190	394.26	1,666.67	2,060.93
2023	50' Classic Units	191	394.26	1,666.67	2,060.93
2023	50' Classic Units	192	394.26	1,666.67	2,060.93
2023	50' Classic Units	193	394.26	1,666.67	2,060.93
2023	50' Classic Units	194	394.26	1,666.67	2,060.93
2023	50' Classic Units	195	394.26	1,666.67	2,060.93
2023	50' Classic Units	196	394.26	1,666.67	2,060.93
2023	50' Classic Units	197	394.26	1,666.67	2,060.93
2023	50' Classic Units	198	394.26	1,666.67	2,060.93
2023	50' Classic Units	199	394.26	1,666.67	2,060.93

**Del Webb Oak Creek Community Development District
Assessment Roll 2023-2024**

ROLL YEAR	Category	Lot #	O&M	DEBT	TOTAL
2023	50' Classic Units	200	394.26	1,666.67	2,060.93
2023	50' Classic Units	201	394.26	1,666.67	2,060.93
2023	50' Classic Units	202	394.26	1,666.67	2,060.93
2023	50' Classic Units	203	394.26	1,666.67	2,060.93
2023	50' Classic Units	204	394.26	1,666.67	2,060.93
2023	50' Classic Units	205	394.26	1,666.67	2,060.93
2023	50' Classic Units	206	394.26	1,666.67	2,060.93
2023	50' Classic Units	207	394.26	1,666.67	2,060.93
2023	50' Classic Units	208	394.26	1,666.67	2,060.93
2023	50' Classic Units	209	394.26	1,666.67	2,060.93
2023	50' Classic Units	210	394.26	1,666.67	2,060.93
2023	50' Classic Units	211	394.26	1,666.67	2,060.93
2023	50' Classic Units	212	394.26	1,666.67	2,060.93
2023	50' Classic Units	213	394.26	1,666.67	2,060.93
2023	50' Classic Units	214	394.26	1,666.67	2,060.93
2023	50' Classic Units	215	394.26	1,666.67	2,060.93
2023	50' Classic Units	216	394.26	1,666.67	2,060.93
2023	50' Classic Units	217	394.26	1,666.67	2,060.93
2023	50' Classic Units	218	394.26	1,666.67	2,060.93
2023	50' Classic Units	219	394.26	1,666.67	2,060.93
2023	50' Classic Units	220	394.26	1,666.67	2,060.93
2023	50' Classic Units	221	394.26	1,666.67	2,060.93
2023	50' Classic Units	222	394.26	1,666.67	2,060.93
2023	50' Classic Units	223	394.26	1,666.67	2,060.93
2023	50' Classic Units	224	394.26	1,666.67	2,060.93
2023	50' Classic Units	225	394.26	1,666.67	2,060.93
2023	50' Classic Units	226	394.26	1,666.67	2,060.93
2023	50' Classic Units	227	394.26	1,666.67	2,060.93
2023	50' Classic Units	228	394.26	1,666.67	2,060.93
2023	50' Classic Units	229	394.26	1,666.67	2,060.93
2023	50' Classic Units	230	394.26	1,666.67	2,060.93
2023	50' Classic Units	231	394.26	1,666.67	2,060.93
2023	50' Classic Units	232	394.26	1,666.67	2,060.93
2023	50' Classic Units	233	394.26	1,666.67	2,060.93
2023	50' Classic Units	234	394.26	1,666.67	2,060.93
2023	50' Classic Units	235	394.26	1,666.67	2,060.93
2023	50' Classic Units	236	394.26	1,666.67	2,060.93
2023	50' Classic Units	237	394.26	1,666.67	2,060.93
2023	50' Classic Units	238	394.26	1,666.67	2,060.93
2023	50' Classic Units	239	394.26	1,666.67	2,060.93
2023	50' Classic Units	240	394.26	1,666.67	2,060.93
2023	50' Classic Units	241	394.26	1,666.67	2,060.93
2023	50' Classic Units	242	394.26	1,666.67	2,060.93
2023	50' Classic Units	243	394.26	1,666.67	2,060.93
2023	50' Classic Units	244	394.26	1,666.67	2,060.93
2023	50' Classic Units	245	394.26	1,666.67	2,060.93
2023	50' Classic Units	246	394.26	1,666.67	2,060.93
2023	50' Classic Units	247	394.26	1,666.67	2,060.93
2023	50' Classic Units	248	394.26	1,666.67	2,060.93

**Del Webb Oak Creek Community Development District
Assessment Roll 2023-2024**

ROLL YEAR	Category	Lot #	O&M	DEBT	TOTAL
2023	65' Estate Units	1	394.26	1,770.83	2,165.09
2023	65' Estate Units	2	394.26	1,770.83	2,165.09
2023	65' Estate Units	3	394.26	1,770.83	2,165.09
2023	65' Estate Units	4	394.26	1,770.83	2,165.09
2023	65' Estate Units	5	394.26	1,770.83	2,165.09
2023	65' Estate Units	6	394.26	1,770.83	2,165.09
2023	65' Estate Units	7	394.26	1,770.83	2,165.09
2023	65' Estate Units	8	394.26	1,770.83	2,165.09
2023	65' Estate Units	9	394.26	1,770.83	2,165.09
2023	65' Estate Units	10	394.26	1,770.83	2,165.09
2023	65' Estate Units	11	394.26	1,770.83	2,165.09
2023	65' Estate Units	12	394.26	1,770.83	2,165.09
2023	65' Estate Units	13	394.26	1,770.83	2,165.09
2023	65' Estate Units	14	394.26	1,770.83	2,165.09
2023	65' Estate Units	15	394.26	1,770.83	2,165.09
2023	65' Estate Units	16	394.26	1,770.83	2,165.09
2023	65' Estate Units	17	394.26	1,770.83	2,165.09
2023	65' Estate Units	18	394.26	1,770.83	2,165.09
2023	65' Estate Units	19	394.26	1,770.83	2,165.09
2023	65' Estate Units	20	394.26	1,770.83	2,165.09
2023	65' Estate Units	21	394.26	1,770.83	2,165.09
2023	65' Estate Units	22	394.26	1,770.83	2,165.09
2023	65' Estate Units	23	394.26	1,770.83	2,165.09
2023	65' Estate Units	24	394.26	1,770.83	2,165.09
2023	65' Estate Units	25	394.26	1,770.83	2,165.09
2023	65' Estate Units	26	394.26	1,770.83	2,165.09
2023	65' Estate Units	27	394.26	1,770.83	2,165.09
2023	65' Estate Units	28	394.26	1,770.83	2,165.09
2023	65' Estate Units	29	394.26	1,770.83	2,165.09
2023	65' Estate Units	30	394.26	1,770.83	2,165.09
2023	65' Estate Units	31	394.26	1,770.83	2,165.09
2023	65' Estate Units	32	394.26	1,770.83	2,165.09
2023	65' Estate Units	33	394.26	1,770.83	2,165.09
2023	65' Estate Units	34	394.26	1,770.83	2,165.09
2023	65' Estate Units	35	394.26	1,770.83	2,165.09
2023	65' Estate Units	36	394.26	1,770.83	2,165.09
2023	65' Estate Units	37	394.26	1,770.83	2,165.09
2023	65' Estate Units	38	394.26	1,770.83	2,165.09
2023	65' Estate Units	39	394.26	1,770.83	2,165.09
2023	65' Estate Units	40	394.26	1,770.83	2,165.09
2023	65' Estate Units	41	394.26	1,770.83	2,165.09
2023	65' Estate Units	42	394.26	1,770.83	2,165.09
2023	65' Estate Units	43	394.26	1,770.83	2,165.09
2023	65' Estate Units	44	394.26	1,770.83	2,165.09
2023	65' Estate Units	45	394.26	1,770.83	2,165.09
2023	65' Estate Units	46	394.26	1,770.83	2,165.09
2023	65' Estate Units	47	394.26	1,770.83	2,165.09
2023	65' Estate Units	48	394.26	1,770.83	2,165.09
2023	65' Estate Units	49	394.26	1,770.83	2,165.09

**Del Webb Oak Creek Community Development District
Assessment Roll 2023-2024**

ROLL YEAR	Category	Lot #	O&M	DEBT	TOTAL
2023	65' Estate Units	50	394.26	1,770.83	2,165.09
2023	65' Estate Units	51	394.26	1,770.83	2,165.09
2023	65' Estate Units	52	394.26	1,770.83	2,165.09
2023	65' Estate Units	53	394.26	1,770.83	2,165.09
2023	65' Estate Units	54	394.26	1,770.83	2,165.09
2023	65' Estate Units	55	394.26	1,770.83	2,165.09
2023	65' Estate Units	56	394.26	1,770.83	2,165.09
2023	65' Estate Units	57	394.26	1,770.83	2,165.09
2023	65' Estate Units	58	394.26	1,770.83	2,165.09
2023	65' Estate Units	59	394.26	1,770.83	2,165.09
2023	65' Estate Units	60	394.26	1,770.83	2,165.09
2023	65' Estate Units	61	394.26	1,770.83	2,165.09
2023	65' Estate Units	62	394.26	1,770.83	2,165.09
2023	65' Estate Units	63	394.26	1,770.83	2,165.09
2023	65' Estate Units	64	394.26	1,770.83	2,165.09
2023	65' Estate Units	65	394.26	1,770.83	2,165.09
2023	65' Estate Units	66	394.26	1,770.83	2,165.09
2023	65' Estate Units	67	394.26	1,770.83	2,165.09
2023	65' Estate Units	68	394.26	1,770.83	2,165.09
2023	65' Estate Units	69	394.26	1,770.83	2,165.09
2023	65' Estate Units	70	394.26	1,770.83	2,165.09
2023	65' Estate Units	71	394.26	1,770.83	2,165.09
2023	65' Estate Units	72	394.26	1,770.83	2,165.09
2023	65' Estate Units	73	394.26	1,770.83	2,165.09
2023	65' Estate Units	74	394.26	1,770.83	2,165.09
2023	65' Estate Units	75	394.26	1,770.83	2,165.09
2023	65' Estate Units	76	394.26	1,770.83	2,165.09
2023	65' Estate Units	77	394.26	1,770.83	2,165.09
2023	65' Estate Units	78	394.26	1,770.83	2,165.09
2023	65' Estate Units	79	394.26	1,770.83	2,165.09
2023	65' Estate Units	80	394.26	1,770.83	2,165.09
2023	65' Estate Units	81	394.26	1,770.83	2,165.09
2023	65' Estate Units	82	394.26	1,770.83	2,165.09
2023	65' Estate Units	83	394.26	1,770.83	2,165.09
2023	65' Estate Units	84	394.26	1,770.83	2,165.09
2023	65' Estate Units	85	394.26	1,770.83	2,165.09
2023	65' Estate Units	86	394.26	1,770.83	2,165.09
2023	65' Estate Units	87	394.26	1,770.83	2,165.09
2023	65' Estate Units	88	394.26	1,770.83	2,165.09
2023	65' Estate Units	89	394.26	1,770.83	2,165.09
2023	65' Estate Units	90	394.26	1,770.83	2,165.09
2023	65' Estate Units	91	394.26	1,770.83	2,165.09
2023	65' Estate Units	92	394.26	1,770.83	2,165.09
2023	65' Estate Units	93	394.26	1,770.83	2,165.09
2023	65' Estate Units	94	394.26	1,770.83	2,165.09
2023	65' Estate Units	95	394.26	1,770.83	2,165.09
2023	65' Estate Units	96	394.26	1,770.83	2,165.09
2023	65' Estate Units	97	394.26	1,770.83	2,165.09
2023	65' Estate Units	98	394.26	1,770.83	2,165.09

Del Webb Oak Creek Community Development District
Assessment Roll 2023-2024

ROLL YEAR	Category	Lot #	O&M	DEBT	TOTAL
2023	65' Estate Units	99	394.26	1,770.83	2,165.09
2023	65' Estate Units	100	394.26	1,770.83	2,165.09
2023	65' Estate Units	101	394.26	1,770.83	2,165.09
2023	65' Estate Units	102	394.26	1,770.83	2,165.09
2023	65' Estate Units	103	394.26	1,770.83	2,165.09
2023	65' Estate Units	104	394.26	1,770.83	2,165.09
2023	65' Estate Units	105	394.26	1,770.83	2,165.09
2023	65' Estate Units	106	394.26	1,770.83	2,165.09
2023	65' Estate Units	107	394.26	1,770.83	2,165.09
2023	65' Estate Units	108	394.26	1,770.83	2,165.09
2023	65' Estate Units	109	394.26	1,770.83	2,165.09
2023	65' Estate Units	110	394.26	1,770.83	2,165.09
2023	65' Estate Units	111	394.26	1,770.83	2,165.09
2023	65' Estate Units	112	394.26	1,770.83	2,165.09
2023	65' Estate Units	113	394.26	1,770.83	2,165.09
2023	65' Estate Units	114	394.26	1,770.83	2,165.09
2023	65' Estate Units	115	394.26	1,770.83	2,165.09
2023	65' Estate Units	116	394.26	1,770.83	2,165.09
2023	65' Estate Units	117	394.26	1,770.83	2,165.09
2023	65' Estate Units	118	394.26	1,770.83	2,165.09
2023	65' Estate Units	119	394.26	1,770.83	2,165.09
2023	65' Estate Units	120	394.26	1,770.83	2,165.09
2023	65' Estate Units	121	394.26	1,770.83	2,165.09
2023	65' Estate Units	122	394.26	1,770.83	2,165.09
2023	65' Estate Units	123	394.26	1,770.83	2,165.09
2023	65' Estate Units	124	394.26	1,770.83	2,165.09
2023	65' Estate Units	125	394.26	1,770.83	2,165.09
2023	65' Estate Units	126	394.26	1,770.83	2,165.09
2023	65' Estate Units	127	394.26	1,770.83	2,165.09
2023	65' Estate Units	128	394.26	1,770.83	2,165.09
2023	65' Estate Units	129	394.26	1,770.83	2,165.09
2023	65' Estate Units	130	394.26	1,770.83	2,165.09
TOTAL FOR DEL WEBB OAK CREEK			205,803.72	868,542.06	1,074,345.78

RESOLUTION NO. 2023-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2023/2024 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the Del Webb Oak Creek Community Development District ("District") to establish a regular meeting schedule for fiscal year 2023/2024; and

WHEREAS, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2023/2024 which is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT, LEE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are hereby adopted.

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2023/2024 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

PASSED, ADOPTED and EFFECTIVE this 10th day of July, 2023.

ATTEST:

**DEL WEBB OAK CREEK
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

**DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEARS 2023/2024 REGULAR MEETING SCHEDULES**

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Del Webb Oak Creek Community Development District will hold Regular Meetings in the offices of Pulte located at 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134 at 11:30 a.m. on the following dates:

**October 9, 2023
November 13, 2023
December 11, 2023
January 8, 2024
February 12, 2024
March 11, 2024
April 8, 2024
May 13, 2024
June 10, 2024
July 8, 2024
August 12, 2024
September 9, 2024**

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or more Supervisors may participate by telephone; therefore a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Meetings may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (561) 630-4922 and/or toll-free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

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

DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT

www.delwebboakcreekcdd.org

PUBLISH: FORT MYERS NEWS PRESS

**AGREEMENT BY AND BETWEEN THE DEL WEBB OAK CREEK COMMUNITY
DEVELOPMENT DISTRICT AND PULTE HOME COMPANY, LLC REGARDING
THE DIRECT COLLECTION OF SPECIAL ASSESSMENTS
FOR FISCAL YEAR 2023-2024**

This **Agreement** is made and entered into as of this ____ day of _____ 2023, by and between:

DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Lee County, Florida (hereinafter “**District**”), and

PULTE HOME COMPANY, LLC, a Michigan limited liability company and the owner of a portion of the property located within the boundaries of the District (hereinafter, the “**Property Owner**”). For purposes of this agreement, Property Owner’s property is more particularly described in **Exhibit “A”** attached hereto (the “**Property**”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by the Board of County Commissioners of Lee County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District has determined to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

WHEREAS, pursuant to sections 190.021 and 190.022, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District (“**O&M Assessments**”), and, regardless of imposition method, and pursuant to sections 190.021, 190.022, and 190.026, and Chapters 170 and 197, *Florida Statutes*, the District may collect such O&M Assessments by direct bill or on the tax roll; and

WHEREAS, Property Owner agrees that the O&M Assessments, which were imposed on the lands within the District, including the Property, have been validly imposed and constitute valid, legal and binding liens upon the lands within the District; and

WHEREAS, pursuant to section 197.3632, *Florida Statutes*, the District intends to utilize the uniform method of levying, collecting and enforcing the O&M Assessments, and previously levied debt services assessments, if any (together, the “**Special Assessments**”), against the Property once platted and collect such Special Assessments on the Lee County tax roll for platted lots; and

WHEREAS, the District and Property Owner desire to arrange for the direct collection of the District’s Special Assessments prior to platting of the Property; and

WHEREAS, Property Owner desires to provide for the direct payment of Special Assessments.

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

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

2. **VALIDITY OF SPECIAL ASSESSMENTS.** Property Owner agrees that the Special Assessments have been validly imposed and constitute valid, legal and binding liens upon the lands within the District. Property Owner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series Assessments.

3. **COVENANT TO PAY.** Property Owner agrees to pay the O&M Assessments and its previously levied debt service assessments attributable to the Property, regardless of whether Property Owner owns the Property at the time of such payment. Nothing herein shall prohibit Property Owner from prorating or otherwise collecting these Special Assessments from subsequent purchasers of the Property. The District shall send a bill to Property Owner on or about September 15, 2023, indicating the exact amount of the O&M Assessments and its previously levied debt service being certified for collection in Fiscal Year 2023/2024. If Property Owner does not pay such invoice in full prior to December 1, 2023, then to the extent permitted by law, Property Owner may pay the Special Assessments in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2023, 25% due no later than February 1, 2024, and 25% due no later than May 1, 2024. The District’s decision to collect Special Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Special Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

4. **ENFORCEMENT.** This Agreement shall serve as an alternative method for collection of the Special Assessments. This Agreement shall not affect the District’s ability to collect and enforce its Special Assessments by any other method authorized by Florida law. Property Owner acknowledges that the failure to pay the Special Assessments may result in the initiation of a foreclosure action, or, at the District’s sole discretion, delinquent assessments may

be certified for collection on a future Lee County tax bill. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for fiscal year 2023-2024, as well as any future installments of special assessments securing debt service – shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the applicable rate of any bonds or other debt instruments secured by the Special Assessments, or, in the case of operations and maintenance assessments, at the applicable statutory prejudgment interest rate. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate legal proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

5. **NOTICE.** All notices, payments and other communications hereunder (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

If to Property Owner: Pulte Home Company, LLC
24311 Walden Center Drive
Suite 300
Bonita Springs, FL 34134
Attn: _____

If to the District: Del Webb Oak Creek Community Development District
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

6. **AMENDMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

7. **AUTHORITY.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

8. **ASSIGNMENT.** This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other. Any purported assignment without such consent shall be void.

9. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Property Owner.

10. **ATTORNEYS' FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

11. **BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

12. **APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

13. **NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

14. **EFFECTIVE DATE.** The Agreement shall take effect as of October 1, 2023.

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

Attest:

**DEL WEBB OAK CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

PULTE HOME COMPANY, LLC
a Michigan limited liability company

Witness

By: _____
Name: _____
Title: _____

EXHIBIT A: Description of the Property

EXHIBIT A
Description of the Property

Barraco
and Associates, Inc.

www.barraco.net
Civil Engineers, Land Surveyors and Planners

DESCRIPTION

Parcel in
Sections 17, 19 and 20, Township 43 South, Range 25 East
Lee County, Florida

A tract or parcel of land lying in Sections 17, 19 and 20, Township 43 South, Range 25 East, Lee County, Florida, said tract or parcel of land being more particularly described as follows:

Beginning at the Southwest corner said Section 17 run $N00^{\circ}06'34''W$ along the West line of the Southwest Quarter (SW $1/4$) of said Section 17 for 1,802.86 to an intersection with the Southwesterly line of the Seaboard Coast Line Railroad as described in Deed Book 17, Pages 248 and 249, Lee County Records; thence run $S45^{\circ}46'33''E$ along said Southwesterly line for 4,463.79 feet to an intersection with the South line of the Northwest quarter (NW $1/4$) of the Northeast Quarter (NE $1/4$) of said Section 20; thence run $N89^{\circ}35'12''E$ along the South line of said Fraction for 14.23 feet to an intersection with the Westerly line of the Seaboard Coast Line Railroad, as described in Deed Book 12, Page 490, Lee County Records; thence run $S45^{\circ}46'33''E$ along said Westerly line for 1,076.58 feet to the Northerly most corner of lands described in deed recorded in Instrument Number 2016000122654, Lee County Records; thence run along the Northerly and Westerly line of said lands the following Twenty (20) courses: $S48^{\circ}02'19''W$ for 69.87 feet; $S73^{\circ}42'23''W$ for 58.90 feet; $S63^{\circ}11'42''W$ for 185.80 feet; $S12^{\circ}27'53''E$ for 47.23 feet; $S06^{\circ}44'59''E$ for 184.93 feet; $S17^{\circ}33'46''E$ for 175.53 feet; $S33^{\circ}08'01''E$ for 172.66 feet; $S13^{\circ}10'35''E$ for 191.90 feet; $S02^{\circ}58'19''E$ for 101.11 feet; $S28^{\circ}41'23''E$ for 101.26 feet; $S06^{\circ}56'00''E$ for 65.29 feet; $S04^{\circ}34'47''E$ for 104.84 feet; $S01^{\circ}27'18''E$ for 68.32 feet; $S03^{\circ}53'00''W$ for 59.94 feet; $S15^{\circ}47'36''E$ for 66.07 feet; $S35^{\circ}27'33''E$ for 91.88 feet; $S43^{\circ}34'35''E$ for 56.55 feet; $S66^{\circ}01'27''E$ for 97.77 feet; $S61^{\circ}09'48''E$ for 63.94 feet and $S27^{\circ}45'14''E$ for 127.65 feet to an intersection with an Easterly line of lands described in Official Record Book 3718, Page 4367, Lee County Records; thence run $S00^{\circ}14'42''W$ along said Easterly line for 123.18 feet to a point on a non-tangent curve and an intersection with the Northerly right of way line of Bayshore Road (State Road No. 78) as shown on F.D.O.T. Right of Way Map, Section No. 12060-2535; thence run Southwesterly along an arc of curve to the left of radius 2,914.79 feet (delta $44^{\circ}22'33''$) (chord bearing $S68^{\circ}05'36''W$) (chord 2,201.51 feet) for 2,257.52 feet to an intersection with the Westerly line of lands described in Official Record Book 1833, Page 1188 Lee County Records; thence run $N44^{\circ}05'41''W$ along said Westerly line for 2,874.75 feet to an intersection with South line of the Northwest Quarter (NW $1/4$) of said Section 20; thence run $S89^{\circ}35'46''W$ along the South line of said Fraction for 293.86 feet to the West Quarter corner of said Section 20; thence run $S00^{\circ}10'14''E$ along the East line of the Northeast Quarter (NE $1/4$) of the Southeast Quarter (SE $1/4$) of said Section 19 for 1,335.96 feet to the Southeast corner of said Fraction; thence run $S89^{\circ}02'55''W$ along the South line of said Fraction for 298.24 feet to an intersection with the centerline of Williams Road; thence run $N43^{\circ}43'44''W$ along said centerline for 168.94 feet to a point of curvature; thence continuing along said

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DESCRIPTION (CONTINUED)

centerline run Northwesterly along the arc of said curve to the right of radius 3,125.43 feet (delta $04^{\circ}17'59''$) (chord bearing $N41^{\circ}34'45''W$) (chord 234.49 feet), for 234.55 feet to a point of tangency; thence continuing along said centerline run $N39^{\circ}25'45''W$ for 1,190.43 feet to an intersection with the West line of said Fraction; thence run $N00^{\circ}11'23''E$ along said West line for 101.73 feet to the Northwest corner of said Fraction; thence run $N00^{\circ}32'23''E$ along the West line of the East Half (E 1/2) of the Northeast Quarter of said Section 19 for 2,652.91 feet to the Northwest corner of said Fraction; thence run $N88^{\circ}20'13''E$ along the North line of the Northeast quarter (NE 1/4) of said Section 19 for 1,322.60 feet to the POINT OF BEGINNING.

Containing 446.37 acres, more or less.

LESS AND EXCEPT THE FOLLOWING TWO PARCELS:

PARCEL 1:

COMMENCING at the West Quarter corner of said Section 20 run $N89^{\circ}35'46''E$ along the North line of the South Half (S 1/2) of said Section 20 for 2,714.09 feet; thence run $S00^{\circ}24'14''E$ for 72.15 feet to the POINT OF BEGINNING.

From said Point of Beginning run $S63^{\circ}48'34''E$ for 360.87 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 790.00 feet (delta $78^{\circ}10'17''$) (chord bearing $S24^{\circ}43'26''E$) (chord 996.16 feet) for 1,077.84 feet to a point of compound curvature; thence run Southwesterly along an arc of a curve to the right of radius 132.00 feet (delta $23^{\circ}44'52''$) (chord bearing $S26^{\circ}14'09''W$) (chord 54.32 feet) for 54.71 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the left of radius 268.00 feet (delta $20^{\circ}16'46''$) (chord bearing $S27^{\circ}58'11''W$) (chord 94.36 feet) for 94.86 feet to a point of tangency; thence run $S17^{\circ}49'48''W$ for 129.02 feet; thence run $S19^{\circ}12'35''E$ for 35.00 feet to a point on a non-tangent curve and an intersection with the Northwesterly right of way line of Bayshore Road (State Road No. 78) (F.D.O.T. Right of Way Map, Section No. 12060-2535); thence run Southwesterly along said Northwesterly right of way line along an arc of a curve to the left of radius 2,914.79 feet (delta $13^{\circ}37'06''$) (chord bearing $S63^{\circ}53'00''W$) (chord 691.17 feet) for 692.80 feet; thence run $N30^{\circ}15'33''W$ along a non-tangent line for 551.19 feet to a point of curvature; thence run Northerly along an arc of a curve to the right of radius 526.00 feet (delta $56^{\circ}07'01''$) (chord bearing $N02^{\circ}12'02''W$) (chord 494.83 feet) for 515.18 feet to a point of tangency; thence run $N25^{\circ}51'28''E$ for 58.54 feet; thence run $N19^{\circ}13'32''E$ for 420.02 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the right of radius 40.00 feet (delta $57^{\circ}30'05''$) (chord bearing $N47^{\circ}58'35''E$) (chord 38.48 feet) for 40.14 feet to a point of tangency; thence run $N76^{\circ}43'37''E$ for 19.29 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 30.00 feet (delta $90^{\circ}37'10''$) (chord bearing $N31^{\circ}25'02''E$) (chord 42.66 feet) for 47.45 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the right of radius 167.50 feet (delta $40^{\circ}04'59''$) (chord bearing $N06^{\circ}08'56''E$) (chord 114.80 feet) for 117.18 feet to a point of tangency; thence run $N26^{\circ}11'26''E$ for 62.12 feet to the POINT OF BEGINNING.

Containing 27.88 acres, more or less.

PARCEL 2:

DESCRIPTION (CONTINUED)

COMMENCING at the East Quarter Corner of said Section 20 run S89°35'46"W along the North line of the Southeast Quarter (SE 1/4) of said Section 20 for 1311.01 feet; thence run S00°24'14"E for 960.20 feet to the Point of Beginning. From said Point of Beginning run S00°00'42"W for 65.82 feet; thence run S40°26'55"E for 197.36 feet; thence run S04°13'23"E for 101.10 feet to a point on a non-tangent curve and an intersection with the Northerly right of way line of Bayshore Road (State Road No. 78) as shown on F.D.O.T. Right of Way Map, Section No. 12060-2535; thence run westerly along said Northerly right of way line and along an arc of a curve to the left of radius 2,914.79 feet (delta 11°49'24") (chord bearing S79°51'55"W) (chord 600.42 feet) for 601.49 feet to a point of reverse curvature; thence leaving said Northerly right of way line run northwesterly along an arc of a curve to the right of radius 50.00 feet (delta 131°24'24") (chord bearing N40°20'35"W) (chord 91.14 feet) for 114.67 feet to a point of reverse curvature; thence run northerly along an arc of a curve to the left of radius 850.00 feet (delta 24°37'18") (chord bearing N13°02'58"E) (chord 362.47 feet) for 365.27 feet; thence run S89°59'18"E along a non-tangent line for 432.74 feet to the Point of Beginning.

Containing 4.54 acres, more or less.

Containing a net area of 413.95 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (NAD1983)(NSRS 2011) and are based on the North line of the Northeast quarter (NE 1/4) of said Section 19 to bear N88°20'13"E.

Digitally signed
by Scott A.
Wheeler, PSM
Date:
2022.03.09
'13:33:22 -05'00



Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949

L:\23640 - Chapel Oak (Palta)\Surveying\Descriptions\Sketch\OVERALL LESS SAGE.COMM.doc

AGREEMENT FOR MAINTENANCE OF LAKES

THIS AGREEMENT (“Agreement”) is entered into as of this ____ day of _____ 2023, by and between:

Del Webb Oak Creek Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Lee County, Florida, and whose mailing address is c/o Special District Services, Inc., The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410 (“**District**”); and

Del Webb Oak Creek Homeowners Association, Inc., a Florida not-for-profit corporation, whose address is c/o Access Management, 1170 Celebration Boulevard, Suite 202, Celebration, Florida 34747 (“**Association**”).

RECITALS

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for Lee County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District presently owns various systems, facilities and infrastructure including, but not limited to, stormwater management improvements and wetlands, including lakes, as well as other improvements; and

WHEREAS, the District desires to provide for the operation, maintenance and repair of the improvements, specifically lake maintenance services, as described in **Exhibit A**, as such shall be amended from time to time, attached hereto (“**Work**”), across the lands owned by the District (“**Property**”); and

WHEREAS, the Association is a not-for-profit corporation owning, operating and maintaining various improvements and facilities for the community that the District serves; and

WHEREAS, the residents within the community that are served by both the Association and the District benefit from the improvements and may be required to pay for the cost of the Work, regardless whether such Work is conducted by the Association or the District; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents and the benefits of fulltime on-site operation and maintenance personnel, the District desires to enter into an agreement with the Association to provide the Work; and

WHEREAS, the Association represents that it is qualified, either in its own right or through its officers, employees, contractors and/or affiliates, to provide the Work and desires to contract with the District to do so in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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

SECTION 2. SCOPE OF WORK.

- A. **Work.** Association shall be responsible for providing, or causing to be provided, the Work in an efficient, lawful and satisfactory manner. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. Association shall be responsible for all of its contractors or subcontractors that perform the Work as if the Association itself were performing such Work.
- B. **Inspection.** Association shall conduct monthly, regular inspections of all Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.
- C. **Treatment.** To prevent unacceptable infestations of nuisance vegetation or algae from becoming established, the Association will take acceptable steps to provide, or cause to be provided, regular herbicide treatments conducted by a State-certified applicator.
- D. **Repair and Maintenance.** Association shall make, or cause to be made, such routine repair work or normal maintenance to the Property as may be required for the operation or physical protection of the Property. Association shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any Work. Association shall immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs.
- E. **Investigation and Report of Accidents/Claims.** Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the improvements or the Work. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Association shall not file any claims with the District's insurance company without the prior consent of the District's Board of Supervisors.
- F. **Adherence to District Rules, Regulations and Policies.** Association shall ensure that Association's officers, employees, contractors and affiliates are familiar with all District policies and procedures and are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and Association shall ensure that said persons conform therewith. Association

assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.

- G. **Care of the District's Improvements.** Association shall use all due care to protect the property of the District, its residents and landowners from damage by Association or its officers, employees, contractors and affiliates. Association agrees to repair any damage resulting from the activities and work of the Association or its officers, employees, contractors and affiliates. The District is not responsible for the cost of repairs from damage resulting from the acts or omissions of the Association or its officers, employees, contractors and affiliates.
- H. **Staffing and Billing.** Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the Work.
- I. **Designation of District Representative.** The District shall designate in writing a person to act as the District's representative with respect to the Work. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Work. The District hereby designates the District Manager to act as its representative.
- J. **Reports.** The Association agrees to meet with the District's representative no less than one time per quarter to walk the Property to discuss conditions, schedules, and items of concern regarding this Agreement.

SECTION 3. COMPENSATION. The Association shall annually budget and collect assessments for the to provide the Work which shall be at no cost to the District. The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement. The Association agrees that there is sufficient consideration for this Agreement because, among other reasons, the Association benefits from the contracting efficiencies in having all of the public and community infrastructure maintained by a single entity.

SECTION 4. TERM. This Agreement commences on the date first written above and continues through September 30, 2024 ("**Initial Term**"). This Agreement shall automatically renew for annual periods thereafter unless terminated pursuant to the terms of this Agreement.

SECTION 5. INSURANCE. The Association and its contractors performing any part of the Work shall maintain or cause to be maintained, at its / or their own expense throughout the term of this Agreement, the following insurance:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.
- C. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit for bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation,

maintenance, or use by the Association and/or its contractors of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

SECTION 6. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Association shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances relating to the Property, including but not limited to any applicable permits or other regulatory approvals.

SECTION 8. LIENS AND CLAIMS. The Association shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. Without intending to limit the foregoing, the District shall have a "self-help" remedy whereby, in the event of a default by the Association, the District may provide the Work and charge the cost of the Work to the Association, provided that the District first provide the Association with a reasonable opportunity to cure any default. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 10. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that each party shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the party seeking to enforce the conditions and agreements in refraining from so doing; and further, that the failure of a party at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 11. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

SECTION 12. TERMINATION. At any time, either party may terminate this Agreement for any reason in its sole discretion and by providing at least sixty (60) days written notice to the other party of its intent to terminate. In the event of termination by the Association, the Association shall be required to provide the District with sufficient funds to provide for the Work contemplated by this Agreement until the District can complete its next regular budget and assessment cycle to incorporate funding into its budget and collect any necessary assessment revenues. Regardless of which party terminates this Agreement, the Association and the District shall cooperate in effectuating – to the extent the District so elects in its sole discretion – a transfer of the obligations under this Agreement including the assignment of maintenance contracts and the transfer of all documentation associated with the provision of Work hereunder including warranty documentation.

SECTION 13. PERMITS AND LICENSES. All permits and licenses required by any governmental agency for the operation and maintenance of the District's improvements shall be obtained and paid for by the District. All other permits and licenses necessary for the Association to perform under this Agreement, shall be obtained and paid for by the Association.

SECTION 14. ASSIGNMENT. No party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

SECTION 15. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District. The Association agrees to assume all liabilities or obligations imposed by any applicable laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

SECTION 16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

SECTION 18. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

SECTION 19. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District

and the Association have full power and authority to comply with the terms and provisions of this instrument.

SECTION 20. NOTICES. All notices, requests, consents 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 service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees 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 set forth herein.

SECTION 21. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors and assigns.

SECTION 22. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Lee County, Florida.

SECTION 23. PUBLIC RECORDS. The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Association acknowledges that the designated public records custodian for the District is its District Manager (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Association shall: 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Association does not transfer the records

to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Association's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Association, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O MICHELLE KRIZEN, SPECIAL DISTRICT SERVICES, INC., THE OAKS CENTER, 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410; PHONE (561) 630-4922, AND E-MAIL MKRIZEN@SDSINC.ORG.

SECTION 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 25. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 26. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

Witness:

**DEL WEBB OAK CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

Witness:

**DEL WEBB OAK CREEK HOMEOWNERS
ASSOCIATION, INC.**

By: _____

Its: _____

EXHIBIT A: Scope of Work

**EXHIBIT A
SCOPE OF WORK**

DISTRICT IMPROVEMENTS

The Association shall operate, maintain and repair the following District stormwater lake improvements located within the below-listed tracts, in accordance with the below-outlined maintenance program.

Tracts “L-1” to “L-16”, inclusive, Lake Access Easements, and Lake Maintenance Easements of the Del Webb Oak Creek, A Subdivision Lying in Sections 17, 19, and 20, Township 43 South, Range 25 East, Lee County, Florida, according to the plat thereof recorded as Instrument No. 2022000137258 in the Public Records of Lee County.

MAINTENANCE PROGRAM

The Association shall maintain the improvements located within the above-described District Property with regard to water quality, weed control and related items on a regular and as-needed basis to ensure in compliance with all federal, state, and governmental regulations. The District shall maintain the improvements located within the above-described District Property with regard to lake bank and erosion repairs.

DEVELOPER LETTER

June 20 , 2023

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

RE: Acquisition of Del Webb Oak Creek Series 2023 Project Infrastructure- Phase 1

Dear Sir or Madam,

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 \$5,030,791.30, 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

Del Webb Oak Creek Community Development District

EXHIBIT A

AMOUNTS PAID AND DESCRIPTION OF IMPROVEMENTS

The improvements as described in the District *Engineer's Report*, dated July 11, 2022, and identified in the:

- (1) Master Land Trade Contractor Agreement between Pulte Home Corporation and Tomahawk Construction LLC, dated May 3, 2010 Work Order dated July 12, 2021, including but not limited to District-wide earthwork including blasting, excavation, stockpiling, compacting, and erosion control related to stormwater management lake construction. Earthwork includes lakes geographically spread across all phases (i.e. backbone water management system); and
- (2) Master Land Trade Contractor Agreement between Pulte Home Corporation and Gulf Coast Underground, Inc., Work Order dated October 19, 2021, including Stormwater management drainage improvements including pipes, inlets, control structures that convey water from the development to the water management lakes located within Tracts "L-1" to "L-16", Lake Access Easements, and Lake Maintenance Easements of the Del Webb Oak Creek, A Subdivision Lying in Sections 17, 19, and 20, Township 43 South, Range 25 East, Lee County, Florida, according to the plat thereof recorded as Instrument No. 2022000137258.

Such improvements are more specifically described as follows:

Del Webb Oak Creek CDD Contractor CDD Fundable Amount Pay Requisition 1

Gulf Coast Underground App Applications 1 - 14

ITEM NO.	DESCRIPTION OF WORK	UM	TOTAL SCHEDULED VALUE			Total Completed Pay Apps 1 - 14	CDD Fundable Percent	Total fundable
			UNIT PRICE	EST. QTY	VALUE			
STORM DRAINAGE								
1	18"ENDWALL	EA	\$2,045.00	3	\$ 6,135.00	\$ 6,135.00	33.33%	\$ 2,045.00
2	24" ENDWALL	EA	\$2,495.00	12	\$ 29,940.00	\$ 29,940.00	50.00%	\$ 14,970.00
3	30" ENDWALL	EA	\$2,660.00	4	\$ 10,640.00	\$ 10,640.00	100.00%	\$ 10,640.00
4	42" ENDWALL	EA	\$3,375.00	1	\$ 3,375.00	\$ 3,375.00	100.00%	\$ 3,375.00
5	48" ENDWALL	EA	\$6,140.00	5	\$ 30,700.00	\$ 30,700.00	60.00%	\$ 18,420.00
7	TYPE "C" INLET	EA	\$3,100.00	36	\$ 111,600.00	\$ 111,600.00	44.44%	\$ 49,600.00
8	TYPE "E" INLET	EA	\$4,800.00	22	\$ 105,600.00	\$ 105,600.00	100.00%	\$ 105,600.00
9	TYPE "9" INLET	EA	\$3,000.00	11	\$ 33,000.00	\$ 33,000.00	72.73%	\$ 24,000.00
11	JUNCTION BOX	EA	\$4,150.00	13	\$ 53,950.00	\$ 53,950.00	69.23%	\$ 37,350.00
12	FLOW-WAY BOX CULVERTS	LF	\$860.00	240	\$ 206,400.00	\$ 206,400.00	100.00%	\$ 206,400.00
13	FLOW-WAY BOX CULVERT HWS	EA	\$58,735.00	2	\$ 117,470.00	\$ 117,470.00	100.00%	\$ 117,470.00
14	18" RCP	LF	\$39.70	2,035	\$ 80,789.50	\$ 80,789.50	38.23%	\$ 30,886.60
15	24" RCP	LF	\$64.25	3,987	\$ 256,164.75	\$ 256,164.75	58.92%	\$ 150,923.25
16	30" RCP	LF	\$90.90	2,497	\$ 226,977.30	\$ 226,977.30	72.53%	\$ 164,619.90
17	36" RCP	LF	\$130.00	987	\$ 128,310.00	\$ 128,310.00	36.58%	\$ 46,930.00
18	42"RCP	LF	\$147.35	1,479	\$ 217,930.65	\$ 217,930.65	16.02%	\$ 34,921.95
19	48" RCP	LF	\$204.90	806	\$ 165,149.40	\$ 165,149.40	98.76%	\$ 163,100.40
SECTION TOTALS					\$ 1,784,131.60	\$ 1,784,131.60		\$ 1,181,252.10
CO#5								
STORM DRAINAGE								
	30" ENDWALL	EA	\$2,660.00	1	\$ 2,660.00	\$ 2,660.00	100.00%	\$ 2,660.00
SECTION TOTALS					\$ 2,660.00	\$ 2,660.00		\$ 2,660.00
							CDD Fundable	\$ 1,183,912.10

Tomahawk App Applications 1 - 17

Item No.	Description	UM	Unit Cost	Quantity	Total Cost	Total Completed Pay Apps 1-17	CDD Fundable %	CDD Fundable Amount
EARTHWORK								
1	Clearing and Grubbing (Heavy C	AC	3650.00	114.3	\$417,195.00	\$417,195.00	31.71%	132,312.50
2	Clearing and Grubbing (Light C	AC	735.00	192	\$141,120.00	\$141,120.00	21.68%	30,598.05
4	Excavation (Haul, Spread and C	CY	2.35	1,401,636	\$3,293,844.60	\$3,293,844.60	100.00%	3,293,844.60
7	Erosion Control/NPDS Complianc	LS	18000.00	1	\$18,000.00	\$18,000.00	100.00%	18,000.00
8	Silt Fence (Single)	LF	1.50	22,303	\$33,454.50	\$33,454.50	100.00%	33,454.50
9	Silt Fence (Double)	LF	3.00	10,271	\$30,813.00	\$30,813.00	100.00%	30,813.00
					\$3,934,427.10			3,539,022.65

ROADWA								
Item No.	Description	UM	Unit Cost	Quantity	Total Cost	Total Completed Pay Apps 1-17	CDD Fundable %	CDD Fundable Amount
12	Type "B" Stabilization (6")	SY	2.21	39,470	\$87,228.70	\$87,228.70	20.67%	18,033.60
13	Limerock Base w/Prime Coat (6"	SY	8.93	34,010	\$303,709.30	\$303,709.30	17.98%	54,598.02
14	Asphalt Concrete Type S-III 3/	SY	5.23	34,010	\$177,872.30	\$177,872.30	17.98%	31,976.22
16	Type "A" Curb	LF	15.07	1,073	\$16,170.11	\$16,170.11	90.87%	14,693.25
17	Type "F" Curb	LF	12.30	5,215	\$64,144.50	\$64,144.50	75.63%	48,511.20
18	Valley Gutter (2' Wide)	LF	10.89	17,118	\$186,415.02	\$186,415.02	0.42%	784.08
19	Valley Gutter (3' Wide)	LF	29.70	580	\$17,226.00	\$17,226.00	14.66%	2,524.50
20	5' Concrete Sidewalk (4" Thick	SY	28.19	2,950	\$83,160.50	\$83,160.50	38.34%	31,882.89
23	Maintenance of Traffic	LS	34000.00	1	\$34,000.00	\$34,000.00	100.00%	34,000.00
24	Removal of Existing Asphalt	SY	17.90	306	\$5,477.40	\$5,477.40	100.00%	5,477.40
25	Type "B" Stabilization (LBR 40	SY	22.30	306	\$6,823.80	\$6,823.80	100.00%	6,823.80
26	7.0" type B-12.5 OBG11 (3 Lift	SY	84.24	306	\$25,777.44	\$25,777.44	100.00%	25,777.44
27	3.0" Type SP-12.5 TLC (2 Lifts	SY	48.47	306	\$14,831.82	\$14,831.82	100.00%	14,831.82
28	1.5" Type FC-12.5 TLC PG76-	SY	36.63	306	\$11,208.78	\$11,208.78	100.00%	11,208.78
29	Removal of Type "F" Curb	LF	32.00	70	\$2,240.00	\$2,240.00	100.00%	2,240.00
30	Removal of 5' Concrete Sidewal	SY	30.75	65	\$1,998.75	\$1,998.75	100.00%	1,998.75
31	Concrete Driveway at Lift Stat	SF	9.45	264	\$2,494.80	\$2,494.80	100.00%	2,494.80
					\$1,040,779.22		CDD Fundable	307,856.55

Total CDD Fundable Pay Req 1 5,030,791.30

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:

All stormwater management improvements, including lakes, pipes, inlets, control structures located on a portion of the real property described in the legal description attached hereto as Exhibit A, and earthwork described in the District *Engineer’s Report*, dated July 11, 2022, and identified in the Master Land Trade Contractor Agreement between Pulte Home Corporation and Tomahawk Construction LLC, dated May 3, 2010, Work Order dated July 12, 2021, including blasting, excavation, stockpiling, compacting, and erosion control related to stormwater management lake construction.

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 20th day of June, 2023.

SELLER:

Signed, sealed and delivered in the presence of:

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

Laura A. Ray
Print Name: LAURA A. RAY

By: Naomi Robertson
Naomi Robertson,
Vice President of Finance

Jacqueline Kramer
Print Name: Jacqueline Kramer

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 20th day of JUNE, 2023, 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)

Laura A. Ray
Notary Public Signature



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

Exhibit A

All stormwater management improvements located within Tracts "L-1" to "L-16", Lake Access Easements, and Lake Maintenance Easements of the Del Webb Oak Creek, A Subdivision Lying in Sections 17, 19, and 20, Township 43 South, Range 25 East, Lee County, Florida, according to the plat thereof recorded as Instrument No. 2022000137258.

PREPARED BY AND RETURN TO:

Alyssa Willson, Esquire
KUTAK ROCK, LLP
107 West College Avenue
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed as of this 20th day of June, 2023, by **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, whose mailing address is 24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134 (hereinafter called the “Grantor”), in favor of **DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (hereinafter called the “Grantee”).

[Wherever used herein, the terms “Grantor” and “Grantee” shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Lee County, Florida (“Property”):

See **Exhibit “A”** attached hereto and incorporated herein by this reference.

Together with the non-exclusive right and easement over the areas designated on the Plat as “(CDD) Lake Access Easement” and “(CDD) Lake Maintenance Easement” on the plat of Del Webb Oak Creek, A Subdivision Lying in Sections 17, 19, and 20, Township 43 South, Range 25 East, Lee County, Florida (“Plat”) for the purposes stated on the Plat and purposes incidental thereto.

Subject to ad valorem real property taxes and non-ad valorem assessment for the year 2023 and subsequent years and to restrictions, covenants, conditions and easements of record; however, reference hereto shall not operate to reimpose same.

TO HAVE AND TO HOLD the Property, together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining unto Grantee, its successors and assigns, in fee simple forever, for the purposes set forth on the Plat. By acceptance hereof, Grantee acknowledges its responsibility for maintenance and operation of the Property.

Note to Recorder: This deed conveys unencumbered property to a local unit of special-purpose government for no taxable consideration. Accordingly, pursuant to Rule 12B-4.014, F.A.C., only minimal documentary stamp tax is being paid hereon.

4860-0484-7974.1

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor.

Grantor represents that Grantor has complied with the requirements of Section 196.295, Florida Statutes.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

[signature contained on following page]

Signed, sealed and delivered
in the presence of:

Pulte Home Company, LLC, a Michigan limited
liability company

Witnesses:

Laura A. Ray
Name: LAURA A. RAY

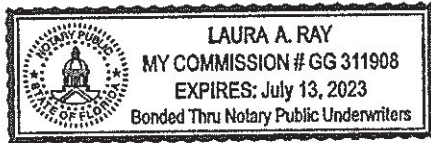
By: Naomi Robertson
Printed Name: Naomi Robertson
Its: Vice President

Jacqueline Kramer
Name: Jacqueline Kramer

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 20th day of JUNE, 2023, by Naomi Robertson, as Vice
President of Pulte Home Company, LLC, a Michigan limited liability company, on behalf of the
company.

(SEAL)



Laura A. Ray
Signature of Notary Public

Name of Notary Public
(Typed, Printed or Stamped)

Personally Known OR Produced Identification _____

Type of Identification Produced: _____

EXHIBIT A
LEGAL DESCRIPTION

Tracts "L-1" through "L-16", inclusive, of the Del Webb Oak Creek, A Subdivision Lying in Sections 17, 19, and 20, Township 43 South, Range 25 East, Lee County, Florida, according to the plat thereof recorded as Instrument No. 2022000137258.

AFFIDAVIT REGARDING COSTS PAID

STATE OF FLORIDA
COUNTY OF LEE

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 20th day of JUNE, 2023.

PULTE HOME COMPANY, LLC, a Michigan limited liability company

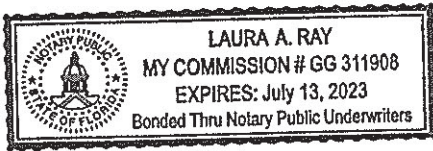
Naomi Robertson
By: Naomi Robertson
Its: Vice-President of Finance

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of JUNE, 2023, by Naomi Robertson, as Vice President 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)

Laura A. Ray
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

AMOUNTS PAID AND DESCRIPTION OF IMPROVEMENTS

The improvements as described in the District *Engineer's Report*, dated July 11, 2022, and identified in the:

- (1) Master Land Trade Contractor Agreement between Pulte Home Corporation and Tomahawk Construction LLC, dated May 3, 2010 Work Order dated July 12, 2021, including but not limited to District-wide earthwork including blasting, excavation, stockpiling, compacting, and erosion control related to stormwater management lake construction. Earthwork includes lakes geographically spread across all phases (i.e. backbone water management system); and
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8	TYPE "E" INLET	EA	\$4,800.00	22	\$ 105,600.00	\$ 105,600.00	100.00%	\$ 105,600.00
9	TYPE "9" INLET	EA	\$3,000.00	11	\$ 33,000.00	\$ 33,000.00	72.73%	\$ 24,000.00
11	JUNCTION BOX	EA	\$4,150.00	13	\$ 53,950.00	\$ 53,950.00	69.23%	\$ 37,350.00
12	FLOW-WAY BOX CULVERTS	LF	\$860.00	240	\$ 206,400.00	\$ 206,400.00	100.00%	\$ 206,400.00
13	FLOW-WAY BOX CULVERT HWS	EA	\$58,735.00	2	\$ 117,470.00	\$ 117,470.00	100.00%	\$ 117,470.00
14	18" RCP	LF	\$39.70	2,035	\$ 80,789.50	\$ 80,789.50	38.23%	\$ 30,886.60
15	24" RCP	LF	\$64.25	3,987	\$ 256,164.75	\$ 256,164.75	58.92%	\$ 150,923.25
16	30" RCP	LF	\$90.90	2,497	\$ 226,977.30	\$ 226,977.30	72.53%	\$ 164,619.90
17	36" RCP	LF	\$130.00	987	\$ 128,310.00	\$ 128,310.00	36.58%	\$ 46,930.00
18	42"RCP	LF	\$147.35	1,479	\$ 217,930.65	\$ 217,930.65	16.02%	\$ 34,921.95
19	48" RCP	LF	\$204.90	806	\$ 165,149.40	\$ 165,149.40	98.76%	\$ 163,100.40
SECTION TOTALS					\$ 1,784,131.60	\$ 1,784,131.60		\$ 1,181,252.10
CO#5								
STORM DRAINAGE								
	30" ENDWALL	EA	\$2,660.00	1	\$ 2,660.00	\$ 2,660.00	100.00%	\$ 2,660.00
SECTION TOTALS					\$ 2,660.00	\$ 2,660.00		\$ 2,660.00
							CDD Fundable	\$ 1,183,912.10

Tomahawk App Applications 1 - 17

Item No.	Description	UM	Unit Cost	Quantity	Total Cost	Total Completed Pay Apps 1-17	CDD Fundable %	CDD Fundable Amount
EARTHWORK								
1	Clearing and Grubbing (Heavy C	AC	3650.00	114.3	\$417,195.00	\$417,195.00	31.71%	132,312.50
2	Clearing and Grubbing (Light C	AC	735.00	192	\$141,120.00	\$141,120.00	21.68%	30,598.05
4	Excavation (Haul, Spread and C	CY	2.35	1,401,636	\$3,293,844.60	\$3,293,844.60	100.00%	3,293,844.60
7	Erosion Control/NPDS Complianc	LS	18000.00	1	\$18,000.00	\$18,000.00	100.00%	18,000.00
8	Silt Fence (Single)	LF	1.50	22,303	\$33,454.50	\$33,454.50	100.00%	33,454.50
9	Silt Fence (Double)	LF	3.00	10,271	\$30,813.00	\$30,813.00	100.00%	30,813.00
					\$3,934,427.10			3,539,022.65

ROADWA								
Item No.	Description	UM	Unit Cost	Quantity	Total Cost	Total Completed Pay Apps 1-17	CDD Fundable %	CDD Fundable Amount
12	Type "B" Stabilization (6")	SY	2.21	39,470	\$87,228.70	\$87,228.70	20.67%	18,033.60
13	Limerock Base w/Prime Coat (6"	SY	8.93	34,010	\$303,709.30	\$303,709.30	17.98%	54,598.02
14	Asphalt Concrete Type S-III 3/	SY	5.23	34,010	\$177,872.30	\$177,872.30	17.98%	31,976.22
16	Type "A" Curb	LF	15.07	1,073	\$16,170.11	\$16,170.11	90.87%	14,693.25
17	Type "F" Curb	LF	12.30	5,215	\$64,144.50	\$64,144.50	75.63%	48,511.20
18	Valley Gutter (2' Wide)	LF	10.89	17,118	\$186,415.02	\$186,415.02	0.42%	784.08
19	Valley Gutter (3' Wide)	LF	29.70	580	\$17,226.00	\$17,226.00	14.66%	2,524.50
20	5' Concrete Sidewalk (4" Thick	SY	28.19	2,950	\$83,160.50	\$83,160.50	38.34%	31,882.89
23	Maintenance of Traffic	LS	34000.00	1	\$34,000.00	\$34,000.00	100.00%	34,000.00
24	Removal of Existing Asphalt	SY	17.90	306	\$5,477.40	\$5,477.40	100.00%	5,477.40
25	Type "B" Stabilization (LBR 40	SY	22.30	306	\$6,823.80	\$6,823.80	100.00%	6,823.80
26	7.0" type B-12.5 OBG11 (3 Lift	SY	84.24	306	\$25,777.44	\$25,777.44	100.00%	25,777.44
27	3.0" Type SP-12.5 TLC (2 Lifts	SY	48.47	306	\$14,831.82	\$14,831.82	100.00%	14,831.82
28	1.5" Type FC-12.5 TLC PG76-	SY	36.63	306	\$11,208.78	\$11,208.78	100.00%	11,208.78
29	Removal of Type "F" Curb	LF	32.00	70	\$2,240.00	\$2,240.00	100.00%	2,240.00
30	Removal of 5' Concrete Sidewal	SY	30.75	65	\$1,998.75	\$1,998.75	100.00%	1,998.75
31	Concrete Driveway at Lift Stat	SF	9.45	264	\$2,494.80	\$2,494.80	100.00%	2,494.80
					\$1,040,779.22		CDD Fundable	307,856.55

Total CDD Fundable Pay Req 1 5,030,791.30

**DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2023
(2023 PROJECT)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Del Webb Oak Creek Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of February 1, 2023, as supplemented by that certain First Supplemental Trust Indenture dated as of February 1, 2023 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number:
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee:
- (D) Amount Payable:
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2023 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the Series 2023 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the Cost of the 2023 Project; and
4. each disbursement represents a Cost of 2023 Project which has not previously been paid.


The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

[signatures contained on following page]


DEL WEBB OAK CREEK COMMUNITY
DEVELOPMENT DISTRICT

By: 
Scott Brooks
Responsible Officer

Date: 6-20-2023

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR NON-OPERATING COSTS REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the 2023 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.


6-22-23
Carl A. Barraco, Jr., P.E.
Consulting Engineer

**CERTIFICATE OF DISTRICT ENGINEER
RELATING TO DEL WEBB OAK CREEK SERIES 2023 PROJECT
ACQUISITION 1**

June 15, 2023

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

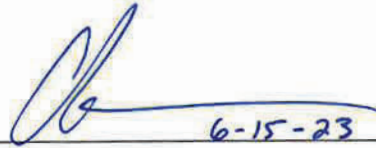
Ladies and Gentlemen:

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, schedules, 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 \$5,030,791.30. 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 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 that the facts stated in it are true.

BARRACO AND ASSOCIATES, INC.

By:  6-15-23
Carl A. Barraco, Jr., P.E.

STATE OF FL
COUNTY OF Lee

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of June, 2023, by Carl A. Barraco, Jr. of Barraco and Associates, Inc., a Florida corporation, on behalf of the company.



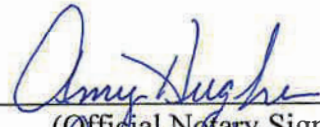

(Official Notary Signature & Seal)
Name: Amy Hughes
Personally Known
OR Produced Identification _____
Type of Identification _____

EXHIBIT A

AMOUNTS PAID AND DESCRIPTION OF IMPROVEMENTS

The improvements as described in the District *Engineer's Report*, dated July 11, 2022, and identified in the:

- (1) Master Land Trade Contractor Agreement between Pulte Home Corporation and Tomahawk Construction LLC, dated May 3, 2010 Work Order dated July 12, 2021, including but not limited to District-wide earthwork including blasting, excavation, stockpiling, compacting, and erosion control related to stormwater management lake construction. Earthwork includes lakes geographically spread across all phases (i.e. backbone water management system); and
- (2) Master Land Trade Contractor Agreement between Pulte Home Corporation and Gulf Coast Underground, Inc., Work Order dated October 19, 2021, including Stormwater management drainage improvements including pipes, inlets, control structures that convey water from the development to the water management lakes located within Tracts "L-1" to "L-16", Lake Access Easements, and Lake Maintenance Easements of the Del Webb Oak Creek, A Subdivision Lying in Sections 17, 19, and 20, Township 43 South, Range 25 East, Lee County, Florida, according to the plat thereof recorded as Instrument No. 2022000137258.

Such improvements are more specifically described as follows:

Del Webb Oak Creek CDD Contractor CDD Fundable Amount Pay Requisition 1

Gulf Coast Underground App Applications 1 - 14

ITEM NO.	DESCRIPTION OF WORK	UM	TOTAL SCHEDULED VALUE			Total Completed Pay Apps 1 - 14	CDD Fundable Percent	Total fundable
			UNIT PRICE	EST. QTY	VALUE			
STORM DRAINAGE								
1	18"ENDWALL	EA	\$2,045.00	3	\$ 6,135.00	\$ 6,135.00	33.33%	\$ 2,045.00
2	24" ENDWALL	EA	\$2,495.00	12	\$ 29,940.00	\$ 29,940.00	50.00%	\$ 14,970.00
3	30" ENDWALL	EA	\$2,660.00	4	\$ 10,640.00	\$ 10,640.00	100.00%	\$ 10,640.00
4	42" ENDWALL	EA	\$3,375.00	1	\$ 3,375.00	\$ 3,375.00	100.00%	\$ 3,375.00
5	48" ENDWALL	EA	\$6,140.00	5	\$ 30,700.00	\$ 30,700.00	60.00%	\$ 18,420.00
7	TYPE "C" INLET	EA	\$3,100.00	36	\$ 111,600.00	\$ 111,600.00	44.44%	\$ 49,600.00
8	TYPE "E" INLET	EA	\$4,800.00	22	\$ 105,600.00	\$ 105,600.00	100.00%	\$ 105,600.00
9	TYPE "9" INLET	EA	\$3,000.00	11	\$ 33,000.00	\$ 33,000.00	72.73%	\$ 24,000.00
11	JUNCTION BOX	EA	\$4,150.00	13	\$ 53,950.00	\$ 53,950.00	69.23%	\$ 37,350.00
12	FLOW-WAY BOX CULVERTS	LF	\$860.00	240	\$ 206,400.00	\$ 206,400.00	100.00%	\$ 206,400.00
13	FLOW-WAY BOX CULVERT HWS	EA	\$58,735.00	2	\$ 117,470.00	\$ 117,470.00	100.00%	\$ 117,470.00
14	18" RCP	LF	\$39.70	2,035	\$ 80,789.50	\$ 80,789.50	38.23%	\$ 30,886.60
15	24" RCP	LF	\$64.25	3,987	\$ 256,164.75	\$ 256,164.75	58.92%	\$ 150,923.25
16	30" RCP	LF	\$90.90	2,497	\$ 226,977.30	\$ 226,977.30	72.53%	\$ 164,619.90
17	36" RCP	LF	\$130.00	987	\$ 128,310.00	\$ 128,310.00	36.58%	\$ 46,930.00
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19	48" RCP	LF	\$204.90	806	\$ 165,149.40	\$ 165,149.40	98.76%	\$ 163,100.40
SECTION TOTALS					\$ 1,784,131.60	\$ 1,784,131.60		\$ 1,181,252.10
CO#5								
STORM DRAINAGE								
	30" ENDWALL	EA	\$2,660.00	1	\$ 2,660.00	\$ 2,660.00	100.00%	\$ 2,660.00
SECTION TOTALS					\$ 2,660.00	\$ 2,660.00		\$ 2,660.00
							CDD Fundable	\$ 1,183,912.10

Tomahawk App Applications 1 - 17

Item No.	Description	UM	Unit Cost	Quantity	Total Cost	Total Completed Pay Apps 1-17	CDD Fundable %	CDD Fundable Amount
EARTHWORK								
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2	Clearing and Grubbing (Light C	AC	735.00	192	\$141,120.00	\$141,120.00	21.68%	30,598.05
4	Excavation (Haul, Spread and C	CY	2.35	1,401,636	\$3,293,844.60	\$3,293,844.60	100.00%	3,293,844.60
7	Erosion Control/NPDS Complianc	LS	18000.00	1	\$18,000.00	\$18,000.00	100.00%	18,000.00
8	Silt Fence (Single)	LF	1.50	22,303	\$33,454.50	\$33,454.50	100.00%	33,454.50
9	Silt Fence (Double)	LF	3.00	10,271	\$30,813.00	\$30,813.00	100.00%	30,813.00
					\$3,934,427.10			3,539,022.65

ROADWA								
Item No.	Description	UM	Unit Cost	Quantity	Total Cost	Total Completed Pay Apps 1-17	CDD Fundable %	CDD Fundable Amount
12	Type "B" Stabilization (6")	SY	2.21	39,470	\$87,228.70	\$87,228.70	20.67%	18,033.60
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20	5' Concrete Sidewalk (4" Thick	SY	28.19	2,950	\$83,160.50	\$83,160.50	38.34%	31,882.89
23	Maintenance of Traffic	LS	34000.00	1	\$34,000.00	\$34,000.00	100.00%	34,000.00
24	Removal of Existing Asphalt	SY	17.90	306	\$5,477.40	\$5,477.40	100.00%	5,477.40
25	Type "B" Stabilization (LBR 40	SY	22.30	306	\$6,823.80	\$6,823.80	100.00%	6,823.80
26	7.0" type B-12.5 OBG11 (3 Lift	SY	84.24	306	\$25,777.44	\$25,777.44	100.00%	25,777.44
27	3.0" Type SP-12.5 TLC (2 Lifts	SY	48.47	306	\$14,831.82	\$14,831.82	100.00%	14,831.82
28	1.5" Type FC-12.5 TLC PG76-	SY	36.63	306	\$11,208.78	\$11,208.78	100.00%	11,208.78
29	Removal of Type "F" Curb	LF	32.00	70	\$2,240.00	\$2,240.00	100.00%	2,240.00
30	Removal of 5' Concrete Sidewal	SY	30.75	65	\$1,998.75	\$1,998.75	100.00%	1,998.75
31	Concrete Driveway at Lift Stat	SF	9.45	264	\$2,494.80	\$2,494.80	100.00%	2,494.80
					\$1,040,779.22		CDD Fundable	307,856.55

Total CDD Fundable Pay Req 1 5,030,791.30