



**DEL WEBB OAK CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

**LEE COUNTY
REGULAR BOARD MEETING
JANUARY 8, 2024
11:30 A.M.**

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

www.terrenocdd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
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AGENDA
DEL WEBB OAK CREEK
COMMUNITY DEVELOPMENT DISTRICT
24311 Walden Center Drive, Suite 300
Bonita Springs, FL 34134
REGULAR BOARD MEETING
January 8, 2024
11:30 A.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. September 11, 2023 Regular Board MeetingPage 2
- G. Old Business
 - 1. Discussion Regarding Catch and Release Fishing in the Surface Water Management Lakes
 - 2. Discussion Regarding Surface Water Management System Conversion to the Operation and Maintenance Phase
- H. New Business
 - 1. Discussion Regarding Boundary Amendment.....Page 5
 - 2. Consider Approval of Boundary Amendment Funding Agreement between the District and Pulte Home Company, LLC.....Page 9
 - 3. Consider Resolution No. 2024-01 – Authorizing Boundary Amendment (Theta Parcel).....Page 14
 - 4. Discussion Regarding Transfers to the District
- I. Administrative Matters
- J. Board Members Comments
- K. Adjourn

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

The Board of Supervisors ("**Board**") for the Del Webb Oak Creek Community Development District ("**District**") will hold a Regular Board Meeting ("**Meeting**") on January 8, 2024, at 11:30 a.m. in the Offices of Pulte located at 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134 for the purpose of considering any business that may properly come before it. A copy of the agenda may be obtained at the offices of the District Manager located at 2501A Burns Road, Palm Beach Gardens, Florida 33410, Ph: (561) 630-4922 ("**District Manager's Office**"), during normal business hours.

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

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

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

Michelle Krizen
District Manager

DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT

www.delwebboakcreekcdd.org

PUBLISH: FT. MYERS NEWS PRESS 12/28/23

**DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
SEPTEMBER 11, 2023**

A. CALL TO ORDER

The September 11, 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 September 1, 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	Absent

Staff present included:

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

Also present was Kim Morton of Pulte.

D. ADDITIONS OR DELETIONS TO AGENDA

There was a consensus of the Board to add Legal Updates after Administrative Matters.

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

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

F. APPROVAL OF MINUTES

1. July 10, 2023, Public Hearing & Regular Board Meeting

The minutes of the July 10, 2023, Public Hearing & Regular Board Meeting were presented for consideration.

It was noted that Carl Barraco was present at the July 10, 2023, meeting.

A **motion** was then made by Ms. Ray, seconded by Mr. Brooks and passed unanimously approving the minutes of the July 10, 2023, Public Hearing & Regular Board Meeting, as amended.

G. OLD BUSINESS

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

H. NEW BUSINESS

1. Consider Resolution No. 2023-10 –Adopting a Fiscal Year 2022/2023 Amended Budget

Resolution No. 2023-10 was presented, entitled:

RESOLUTION NO. 2023-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2022/2023 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Ms. Ray, seconded by Mr. Brooks and passed unanimously adopting Resolution No. 2023-10, as presented.

2. Consider Authorizing Mr. Butler to Work with District Engineer and Land Bank Regarding Conveyance of Lakes and Preserves

Some of the lakes and preserves in Phase 1 are currently in a land bank. Mr. Butler has been working with the engineer to ensure they are platted to the CDD. An approval of Corrective Warranty Deeds related to Phase 1 Stormwater will be presented to the Board for consideration.

A **motion** was made by Mr. Brooks, seconded by Ms. Ray and passed unanimously Authorizing Mr. Butler to Work with District Engineer and the Land Bank regarding Conveyance of Lakes and Preserves to the District.

3. Discussion Regarding a CDD/HOA Maintenance Agreement

A copy of the executed agreement was shared with the Board.

4. Discussion Regarding Catch and Release Fishing in the Surface Water Management Lakes

This item was tabled until Ms. Willson can provide follow-up information.

5. Discussion Regarding Surface Water Management System Conversion to O&M Phase

Ms. Krizen will reach out to the District Engineer to provide an update for the Board.

I. ADMINISTRATIVE MATTERS

It was noted that the next meeting was scheduled for October 9, 2023.

Legal Updates

Ms. Willson had nothing further to report but made herself available for any questions.

J. BOARD MEMBER COMMENTS

Mr. Brooks asked Ms. Krizen to reach out to Mr. Hueniken to discuss a possible voluntary resignation due to scheduling conflicts.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Brooks, seconded by Ms. Ray and passed unanimously adjourning the Regular Board Meeting at 11:40 a.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

**BOUNDARY AMENDMENT FUNDING AGREEMENT BETWEEN
THE DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT
AND PULTE HOME COMPANY, LLC**

This Agreement (“Agreement”) is made and entered into as of 8th day of January, 2024, 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 (“District”), and

Pulte Home Company, LLC, a Michigan limited liability company, with a mailing address of 3350 Peachtree Road Northeast, Suite 150, Atlanta, Georgia 30326 (“Developer”).

RECITALS

WHEREAS, the District was established by Ordinance No. 22-15 (“Ordinance”), adopted by the County Commission of Lee County, Florida (“County”), for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of 413.95 acres, more or less; and

WHEREAS, the Developer has approached the District and requested the District petition to amend its boundaries to add portions of lands previously identified in the Ordinance; and

WHEREAS, the amendment proposed by the Developer may add up to 56 acres of additional lands to the District; and

WHEREAS, the Developer now requests that additional 56 of the Future Expansion Parcels be added to the District and the District has authorized the same via Resolution 2024-01 adopted by the District on January 8, 2024; and

WHEREAS, the District agrees to petition to amend its boundary in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the County and such other actions as are necessary in furtherance of the boundary amendment process; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the boundary amendment process; and

WHEREAS, any such work shall only be performed in accord with the authorizations of the District’s Board of Supervisors; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District Staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors; and

WHEREAS, the Developer desires to provide sufficient funds to the District to reimburse the District for any such expenditures including but not limited to legal, engineering, and other consultant fees, filing fees, administrative, and other expenses, if any.

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

1. PROVISION OF FUNDS. The Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the boundary amendment and to provide such monies as are necessary to enable District staff, including legal, engineering, and managerial staff, to assist in the boundary amendment process and proceedings. The Developer will make such funds available on a monthly basis, within thirty (30) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District.

2. DISTRICT USE OF FUNDS. The District agrees to use such funds solely for the fees, costs, and other expenditures accruing or accrued for the purpose of seeking an amendment to the boundaries of the District in accordance with Chapter 190, *Florida Statutes*. The District agrees to use good faith best efforts to proceed in an expeditious manner with the preparation and filing of the petition and related materials to seek the amendment of the District's boundary pursuant to Chapter 190, *Florida Statutes*, and with the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the amendment of the District's boundary. The District also agrees to make monthly requests for necessary funds from the Developer for reimbursement for services of the boundary amendment team, as described in Paragraph One (1) of this Agreement. The District shall not reimburse the Developer for funds made available to the District under this Agreement.

3. DEFAULT. 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.

4. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

5. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

6. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both of the parties hereto.

7. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, 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. 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, or overnight delivery service, to the parties, as follows:

A. If to District: Del Webb Oak Creek Community Development District
c/o Special District Services, Inc.
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

B. If to Developer: Pulte Home Company, LLC
3350 Peachtree Road Northeast, Suite 150
Atlanta, Georgia 30326
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. 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 parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses 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 addresses set forth in this Agreement.

9. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties to this Agreement 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 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 parties to this Agreement 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 contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns.

10. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

11. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree that for purposes of venue, any litigation arising out of this Agreement shall be brought in a court of appropriate jurisdiction, in and for Lee County, Florida.

12. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties.

13. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accord with Florida law.

14. ARM'S LENGTH TRANSACTION. 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 doubtful language will not be interpreted or construed against any party.

15. SOVEREIGN IMMUNITY. Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability beyond those contained in Section 768.28, *Florida Statutes*, or other statutes or law.

16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

17. 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. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS THEREOF, the parties execute this Agreement the day and year first written above.

Attest:

**DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

PULTE HOME COMPANY, LLC, a Michigan limited
liability company

Witness

By: _____
Its: _____

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO FILE A PETITION WITH LEE COUNTY, FLORIDA, REQUESTING THE PASSAGE OF AN ORDINANCE AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Del Webb Oak Creek Community Development District ("District") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes ("Act"), and Lee County Ordinance No. 22-15 ("Ordinance"); and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services including, but not limited to, stormwater management and drainage systems and related earthwork, potable water distribution systems (including associated connection fees), reclaimed water distribution systems, sanitary sewer collection and conveyance systems (including associated connection fees), landscaping, irrigation, and hardscape improvements, off-site roadway improvements, off-site utility improvements, and other infrastructure; and

WHEREAS, the District presently consists of 413.95 acres, more or less, as more fully described in the Ordinance; and

WHEREAS, the District desires to amend its boundaries to include certain property which property is generally depicted in **Exhibit A** attached hereto and incorporated herein by reference ("Expansion Area") and upon which property the District intends to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the proposed Expansion Area consists of portions of sufficiently contiguous lands previously identified in the Ordinance which may be added to the boundaries of the District within ten (10) years of the District's establishment pursuant to Section 190.046(1)(h), Florida Statutes; and

WHEREAS, the District will obtain written consents to the expansion of the District by the landowners of the lands included in the Expansion Area; and

WHEREAS, the proposed boundary amendment is in the best interests of the District and the area of land within the proposed amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, for the area of land within the amended boundaries of the District, the District is the best alternative available for delivering community development services and facilities; and

WHEREAS, the expansion of land to the District in the Expansion Area is not inconsistent with either the State or local comprehensive plan; and

WHEREAS, the area of land that will lie in the amended boundaries of the District is amenable to separate special district government; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, Florida Statutes, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the boundary amendment process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors ("Board"); and

WHEREAS, the District desires to petition to amend its boundaries in accordance with the procedures and processes described in Chapter 190, Florida Statutes, which processes include the preparation of a petition to Lee County, Florida, and such other actions as are necessary in furtherance of the boundary amendment process.

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

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

SECTION 2. The Board hereby directs the Chairman and District staff to proceed in an expeditious manner with the preparation and filing of a petition and related materials with Lee County to seek the amendment of the District's boundaries to include the lands within the Expansion Area, pursuant to Chapter 190, Florida Statutes, and authorizes the prosecution of the procedural requirements detailed in Chapter 190, Florida Statutes, for the amendment of the District's boundaries.

SECTION 3. The Board hereby authorizes the District Chairman and Kutak Rock LLP, District Counsel, to act as agents of the District with regard to any and all matters pertaining to the petition to Lee County to amend the boundaries of the District.

SECTION 4. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 8th day of January, 2024.

ATTEST:

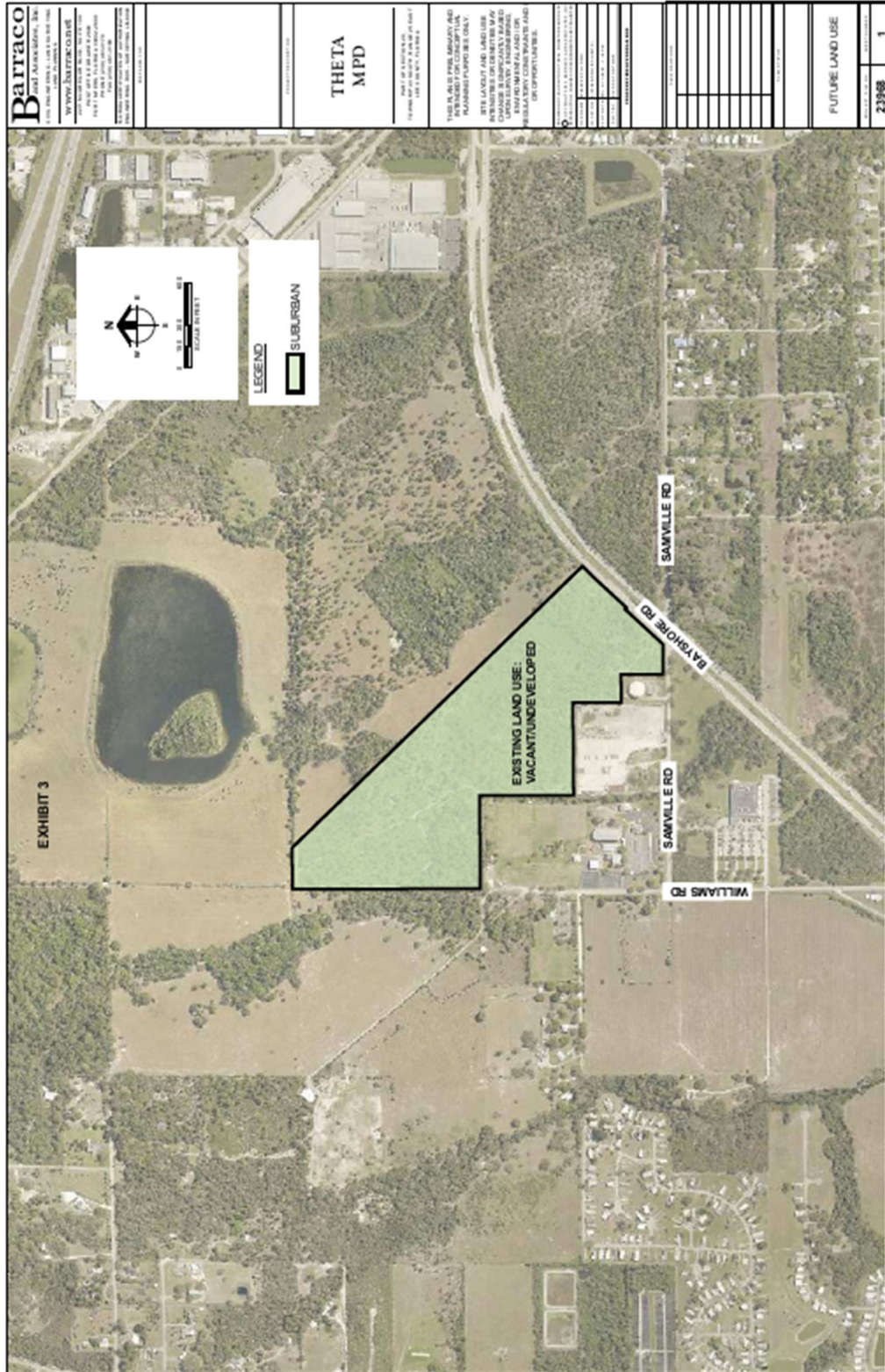
**DEL WEBB OAK CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Expansion Area

EXHIBIT A EXPANSION AREA



<p>Barraco <small>PLANNING & DESIGN, INC.</small></p> <p>Project Information: PROJECT: THETA MPD DATE: 10/20/2011</p>	<p>THETA MPD</p>	<p>THIS IS A PRELIMINARY MAP AND NOT BE USED FOR CONSTRUCTION. THE MAP IS FOR INFORMATIONAL PURPOSES ONLY. THE MAP IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE MAP IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE MAP IS NOT TO BE USED FOR ANY OTHER PURPOSES.</p>
<p>FUTURE LAND USE</p> <p>23998 1</p>		