



**DEL WEBB OAK CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

**LEE COUNTY
REGULAR BOARD MEETING
MARCH 11, 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
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
March 11, 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. January 8, 2024 Regular Board Meeting.....Page 2
- G. Old Business
 - 1. Consider Approval License Agreement with HOA for Catch and Release Fishing in Stormwater Lake.....Page 5
- H. New Business
 - 1. Consider Resolution No. 2024-02 – Adopting a Fiscal Year 2024/2025 Proposed Budget...Page 12
 - 2. Discussion Regarding Meeting Location
 - 3. Discussion Regarding Required Ethics Training.....Page 21
- 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 March 11, 2024, at 11:30 a.m. in the Offices of Pulte located at 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134 for the purpose of considering any business that may properly come before it. A copy of the agenda may be obtained at the offices of the District Manager located at 2501A Burns Road, Palm Beach Gardens, Florida 33410, Ph: (561) 630-4922 (District Managers Office), during normal business hours.

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

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Managers Office at least forty-eight (48) hours prior to the Meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Managers Office.

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

Michelle Krizen

District Manager

DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT

www.delwebboakcreekcdd.org

PUBLISH: FT. MYERS NEWS PRESS 03/01/24

**DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
JANUARY 8, 2024**

A. CALL TO ORDER

The January 8, 2024, 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 December 28, 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	Vacant	

Staff present included:

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

Also present was Kimberly Morton of Pulte.

D. ADDITIONS OR DELETIONS TO AGENDA

There was a consensus of the Board to add a discussion regarding Michael Hueniken’s resignation and appointing his replacement.

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. September 11, 2023, Regular Board Meeting

The minutes of the September 11, 2023, Regular Board Meeting were presented for consideration.

A **motion** was made by Ms. Ray, seconded by Mr. Brooks and passed unanimously approving the minutes of the September 11, 2023, Regular Board Meeting, as presented.

G. OLD BUSINESS

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

Ms. Willson advised she had spoken with Bond Counsel regarding catch and release fishing. The primary function of the lakes should remain water surface management. However, a license agreement could exist with the HOA to allow limited catch and release fishing in the common areas of the large pond.

A **motion** was made by Mr. Brooks, seconded by Ms. Ray and passed unanimously authorizing District staff to create and for the Chair to execute a license agreement with the HOA allowing limited catch and release fishing in the large pond, but maintaining the primary function of the lakes being surface water management.

2. Discussion Regarding Surface Water Management System Conversion to Operation & Maintenance Phase

This item was tabled until the next meeting.

H. NEW BUSINESS

1. Discussion Regarding Appointment to Board Vacancy

A **motion** was made by Mr. Brooks, seconded by Ms. Ray and passed unanimously appointing Kimberly Morton to Seat 5.

Ms. Krizen administered the Oath of Office. Ms. Willson gave a brief overview of the responsibilities, Sunshine Law and Public Records Law.

A **motion** was made by Mr. Brooks, seconded by Ms. Ray and passed unanimously keeping the Board Officers the same and designating Ms. Morton as an Assistant Secretary.

2. Discussion Regarding Boundary Amendment

The Theta parcel was previously identified as an expansion area. Looking at the map, Mr. Butler noticed that the commercial area was included in the district. A discussion ensued and the commercial area will be removed. Ms. Ray noted that the address for the funding agreement should be the local office.

A **motion** was made by Mr. Brooks, seconded by Ms. Ray approved unanimously adopting the Boundary Amendment Funding Agreement between the District and Pulte Home Company, LLC, as amended to include local addresses and Resolution No. 2024-01 – Authorizing Boundary Amendment (Theta Parcel with the amended map.)

I. ADMINISTRATIVE MATTERS

It was noted that the next meeting was scheduled for March 11, 2024, and would include the proposed budget.

J. BOARD MEMBER COMMENTS

There was discussion regarding the updating of the plats for which Mr. Savage will provide.

Ms. Wilson briefly went over the ethics training that will be required this year. Ms. Willson has provided a Memo to Ms. Krizen that will be shared with the Board.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Ray, seconded by Mr. Butler and passed unanimously adjourning the Regular Board Meeting at 11:57 a.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

NON-EXCLUSIVE LICENSE AGREEMENT BY AND BETWEEN THE DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT AND DEL WEBB OAK CREEK HOMEOWNERS ASSOCIATION, INC. REGARDING THE USE OF STORMWATER MANAGEMENT LAKE FOR CATCH AND RELEASE FISHING

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 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*, 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 is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the District owns, operates, and/or maintains various stormwater management improvements within the boundaries of the District, including the lake, located in the northern portion of Phase 1, adjacent to the amenity campus, as depicted in **Exhibit A (“Lake”)**, attached hereto and incorporated herein by reference; and

WHEREAS, the Licensee has asked the Board of Supervisors of the District for permission to provide for catch and release fishing for residents of the District at the Lake (“**Catch and Release Fishing**”); and

WHEREAS, the District is willing to grant a non-exclusive, revocable license allowing the Licensee to utilize the Lake for the purposes of Catch and Release Fishing, provided that such use does not impede the District’s operation of the Lake as a public stormwater management improvement and as further subject to the terms as provided herein.

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

1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and are incorporated herein as a material part of this Agreement.

2. GRANT OF LICENSE. The District hereby grants to the Licensee a non-exclusive, revocable license to utilize the Lake for the purpose of Catch and Release Fishing (“License”).

3. CONDITIONS OF THE LICENSE. The License is subject to the following terms and conditions:

A. The Licensee’s use of the Lake shall be for the sole purpose of the Catch and Release Fishing and reasonable ingress and egress thereto.

B. The Licensee acknowledges that the Lake was constructed for the sole purpose of being a drainage and stormwater management utility and there is no expectation of public access to the utility.

C. Wading and swimming in the Lake and other District stormwater management facilities is prohibited.

D. Watercraft of any kind is prohibited in the Lake or other District stormwater management facilities.

E. All users of the Lake and other stormwater management facilities shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement, or regulation of any governmental entity relating to the Lake and other stormwater management facilities.

F. The Licensee’s use of the Lake is subject to the rules and policies of the District and the District shall have the right to take such actions as are necessary to preserve the health, safety, and welfare of its residents, landowners, lands, and facilities.

G. The Licensee shall use all due care to protect the property of the District, its residents and landowners from damage, and to require any participants to do the same.

H. The Licensee shall install wildlife warning signage (“Wildlife Warning Signage”) in prominent locations around the Lake. The design and placement of the Wildlife Warning Signage must be approved by the District.

I. The District or its duly authorized agents have the right at any and all times to enter and inspect the Lake for compliance with the provisions of this Agreement.

Should the Licensee fail to comply with this section, the District may immediately terminate this Agreement, notwithstanding any provisions to the contrary and shall hold Licensee liable.

4. EFFECTIVE DATE; TERM. This Agreement shall become effective on the date first written above and continue through September 30, 2025, unless terminated earlier by either party in accordance with the provisions of this Agreement. The Agreement shall be automatically renewed for additional one (1) year terms, unless written notice is provided by either party thirty (30) days prior to the expiration of the Agreement.

5. REVOCATION AND TERMINATION. The District and the Licensee acknowledge and agree that the License granted herein is a mere privilege and may be revoked, in whole or in part, with or without cause, at the sole discretion of the District. In the event the District exercises its right to revoke the License, the District shall provide Licensee written notice of the revocation, which shall be effective immediately upon receipt by Licensee of the notice. Licensee may terminate this Agreement upon written notice to the District.

6. CONDITION OF THE LAKE. The District assumes no liability or obligation to Licensee as to the condition of the Lake. The Lake is granted in “as is” condition.

7. INDEMNIFICATION; LIMITATION ON LIABILITY. Licensee shall defend, indemnify and hold harmless the District and its supervisors, agents, staff and representatives, from and against any loss, damage, injury, claim, demand, cost and expense (including legal expense) or injury arising from a) Licensee's occupation or use of the Lake, and, b) Licensee's operations, negligence or willful conduct occurring in or on any part of the Lake. The Licensee hereby assumes all risk with respect to its use of the Lake. 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, including but not limited to guests, invitees and licensees, for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. The provisions of this Paragraph 7 shall survive revocation or termination of this Agreement.

8. INSURANCE. Licensee shall maintain and keep in force with an insurance company licensed or authorized to do business in the State of Florida and throughout the entire term of this Agreement, a policy or policies of general comprehensive liability insurance in the amount of \$ _____, with a broad form comprehensive general liability endorsement which shall name the District, its supervisors, staff and consultants as additional insured parties and which insurance coverage shall be primary, regardless of whether the District shall maintain other insurance on the Lake. Upon the District's request, Licensee shall furnish the District with written evidence that such insurance coverage is in force and effect.

9. RECOVERY OF COSTS AND FEES. In the event the District is required to enforce this Agreement by court proceedings or otherwise, then if successful, the District shall be entitled to recover from the Licensee all fees and costs incurred, including reasonable attorneys' fees and costs.

10. DEFAULT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

11. ASSIGNMENT. The Licensee may not assign its rights, duties or obligations under this Agreement without the prior written approval of the District. Any purported assignment without said written authorization shall be void.

12. AMENDMENT. 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.

13. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Any previous agreements related to the subject matter set forth herein, whether verbal or written, are hereby superseded.

14. NOTICES. All notices, requests, consents, and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by overnight courier or First-Class Mail, postage prepaid, to the parties as follows:

A. If to the District: Del Webb Oak Creek Community
Development District
c/o Special District Services, Inc.
The Oaks Center, 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 the Licensee: Del Webb Oak Creek Homeowners
Association, Inc.
c/o Access Management
1170 Celebration Boulevard, Suite 202
Celebration, Florida 34747
Attn: _____

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 Licensee may deliver Notice on behalf of the District and the Licensee. 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.

15. CONTROLLING LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Lee County, Florida.

16. PUBLIC RECORDS. Licensee acknowledges and agrees that all documents of any kind relating to this Agreement may be public records and shall be treated as such in accordance with Florida law.

17. ARM'S LENGTH NEGOTIATION. This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against any party.

18. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason of, 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 nor shall be construed to confer upon any person or legal entity other than the parties hereto 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 be binding upon the parties hereto and their respective representatives, successors and assigns.

19. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of each of the parties hereto, each of the parties has complied with all the requirements of law and each of the parties has full power and authority to comply with the terms and conditions of this Agreement.

20. 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.

21. 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.

22. 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 the day and year first written above.

Attest:

**DEL WEBB OAK CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

Witness

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

Signature

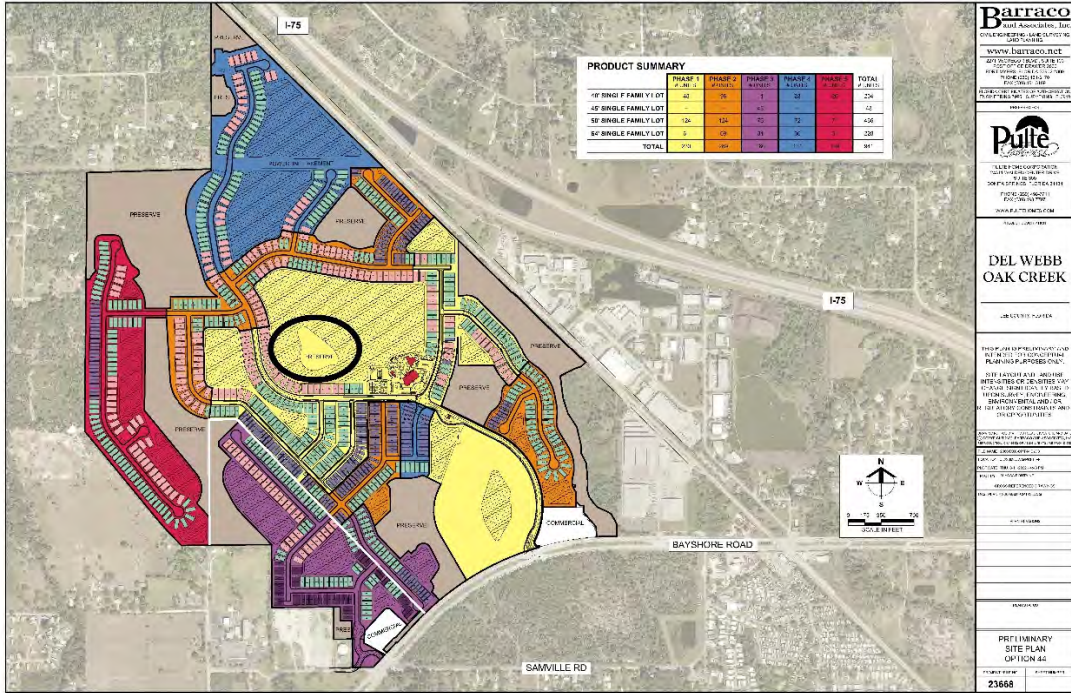
By: _____
Its: _____

Print Name of Witness

Exhibit A: Map of the Lake

Exhibit A

Map of the Lake



RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025; 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.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Del Webb Oak Creek Community Development District (“**District**”) prior to June 15, 2024, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“**Fiscal Year 2024/2025**”); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, “**Services**”) set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes (“**Assessments**”), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon;

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

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. DECLARING ASSESSMENTS. Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the “**District’s Office**,” c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District’s Office. The Assessments shall be paid in one or more installments pursuant to a

bill issued by the District in November of 2024, and pursuant to Chapter 170, Florida Statutes, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes.

3. SETTING PUBLIC HEARINGS. Pursuant to Chapters 170, 190, and 197, Florida Statutes, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour and location:

DATE: _____, 2024
HOUR: 11:30 a.m.
LOCATION: 24311 Walden Center Drive, Suite 300
Bonita Springs, Florida 34134

4. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Proposed Budget to Lee County at least sixty (60) days prior to the hearing set above.

5. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 4, and shall remain on the website for at least forty-five (45) days.

6. PUBLICATION OF NOTICE. The District shall cause this Resolution to be published once a week for a period of two (2) weeks in a newspaper of general circulation published in Lee County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.

7. 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.

8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 11th DAY OF March 2024.

ATTEST:

DISTRICT

**DEL WEBB OAK CREEK COMMUNITY
DEVELOPMENT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Exhibit A

Proposed Budget

Del Webb Oak Creek
Community Development District

**Proposed Budget For
Fiscal Year 2024/2025
October 1, 2024 - September 30, 2025**

CONTENTS

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

PROPOSED BUDGET
DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR
	2024/2025
	BUDGET
REVENUES	
O&M (Operation & Maintenance) Assessments	205,791
Developer Contribution	0
Debt Assessments	868,542
Interest Income	480
TOTAL REVENUES	\$ 1,074,813
EXPENDITURES	
Administrative Expenditures	
Supervisor Fees	0
Management	37,080
Legal	26,000
Assessment Roll	5,000
Audit Fees	4,400
Arbitrage Rebate Fee	650
Insurance	6,000
Legal Advertisements	3,500
Miscellaneous	1,250
Postage	250
Office Supplies	1,250
Dues & Subscriptions	175
Website Management & ADA Compliance	3,000
Trustee Fees	4,100
Continuing Disclosure Fee	1,000
Total Administrative Expenditures	\$ 93,655
Maintenance Expenditures	
Engineering/Inspections	6,000
Miscellaneous Maintenance	1,000
Preserve Maintenance	75,000
Lake Bank Maintenance	20,000
Total Maintenance Expenditures	\$ 102,000
Total O&M Expenditures	\$ 195,655
REVENUES LESS EXPENDITURES	\$ 879,158
Bond Payments	(823,737)
BALANCE	\$ 55,421
County Appraiser & Tax Collector Fee	(12,966)
Discounts For Early Payments	(42,455)
EXCESS/ (SHORTFALL)	\$ -

DETAILED PROPOSED BUDGET
DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET	COMMENTS
REVENUES				
O&M (Operation & Maintenance) Assessments	0	205,802	205,791	Expenditures Less Interest/.94
Developer Contribution	87,875	0	0	
Debt Assessments	0	868,542	868,542	Bond Payments/.9484
Interest Income	481	240	480	Interest Projected At \$40 Per Month
TOTAL REVENUES	\$ 88,356	\$ 1,074,584	\$ 1,074,813	
EXPENDITURES				
Administrative Expenditures				
Supervisor Fees	0	0	0	
Management	36,000	36,000	37,080	CPI Adjustment (Capped At 3%)
Legal	19,209	29,000	26,000	Fiscal Year 2023/2024 Expenditure As Of 12/31/23 Is \$2,134
Assessment Roll	5,000	5,000	5,000	As Per Contract
Audit Fees	3,200	4,300	4,400	Price Has Increased Due to Bond Issuance
Arbitrage Rebate Fee	0	650	650	No Change From 2023/2024 Budget
Insurance	5,000	6,000	6,000	Fiscal Year 2023/2024 Expenditure Was \$5,375
Legal Advertisements	4,544	4,000	3,500	\$500 Decrease From 2023/2024 Budget
Miscellaneous	206	1,500	1,250	\$250 Decrease From 2023/2024 Budget
Postage	437	200	250	\$50 Increase From 2023/2024 Budget
Office Supplies	643	1,500	1,250	\$250 Decrease From 2023/2024 Budget
Dues & Subscriptions	175	175	175	Annual Fee Due Department Of Economic Opportunity
Website Management & ADA Compliance	3,000	3,000	3,000	\$250 X 12 Months
Trustee Fees	0	4,100	4,100	No Change From 2023/2024 Budget
Continuing Disclosure Fee	0	1,000	1,000	No Change From 2023/2024 Budget
Total Administrative Expenditures	\$ 77,414	\$ 96,425	\$ 93,655	
Maintenance Expenditures				
Engineering/Inspections	8,893	3,000	6,000	\$3,000 Increase From 2023/2024 Budget
Miscellaneous Maintenance	0	1,000	1,000	No Change From 2023/2024 Budget
Preserve Maintenance	0	75,000	75,000	No Change From 2023/2024 Budget
Lake Bank Maintenance	0	20,000	20,000	No Change From 2023/2024 Budget
Total Maintenance Expenditures	\$ 8,893	\$ 99,000	\$ 102,000	
Total O&M Expenditures	\$ 86,307	\$ 195,425	\$ 195,655	
REVENUES LESS EXPENDITURES	\$ 2,049	\$ 879,159	\$ 879,158	
Bond Payments	0	(823,737)	(823,737)	2025 Principal & Interest Payments
BALANCE	\$ 2,049	\$ 55,422	\$ 55,421	
County Appraiser & Tax Collector Fee	0	(12,967)	(12,966)	One Percent Of Total Assessment Roll + Per Parcel Collection Fee
Discounts For Early Payments	0	(42,455)	(42,455)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ 2,049	\$ -	\$ -	

DETAILED PROPOSED DEBT SERVICE FUND BUDGET
DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	8,701	100	500	Projected Interest For 2024/2025
NAV Tax Collection	0	823,737	823,737	Maximum Debt Service Collection
Bond Proceeds	504,872	0	0	
Developer Contribution	0	0	0	
Total Revenues	\$ 513,573	\$ 823,837	\$ 824,237	
EXPENDITURES				
Principal Payments	0	195,000	200,000	Principal Payment Due In 2025
Interest Payments	93,003	627,697	619,550	Interest Payment Due In 2025
Bond Redemption	0	1,140	4,687	Estimated Excess Debt Collections
Total Expenditures	\$ 93,003	\$ 823,837	\$ 824,237	
Excess/ (Shortfall)	\$ 420,570	\$ -	\$ -	

Note: Capital Interest Set-up Through May 2023 - Developer Was 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 1/1/24 = \$12,585,000

DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT ASSESSMENT COMPARISON

	Fiscal Year 2022/2023 Assessment*	Fiscal Year 2023/2024 Assessment*	Fiscal Year 2024/2025 Projected Assessment*
O & M For 40' Garden Unit	\$ -	\$ 394.26	\$ 394.24
<u>Debt For 40' Garden Unit</u>	<u>\$ -</u>	<u>\$ 1,562.50</u>	<u>\$ 1,562.50</u>
Total For 40' Garden Unit	\$ -	\$ 1,956.76	\$ 1,956.74
O & M For 50' Classic Unit	\$ -	\$ 394.26	\$ 394.24
<u>Debt For 50' Classic Unit</u>	<u>\$ -</u>	<u>\$ 1,666.67</u>	<u>\$ 1,666.67</u>
Total For 50' Classic Unit	\$ -	\$ 2,060.93	\$ 2,060.91
O & M For 65' Estate Unit	\$ -	\$ 394.26	\$ 394.24
<u>Debt For 65' Estate Unit</u>	<u>\$ -</u>	<u>\$ 1,770.83</u>	<u>\$ 1,770.83</u>
Total For 65' Estate Unit	\$ -	\$ 2,165.09	\$ 2,165.07

* 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



Ethics Training

Beginning in 2024, District Supervisors are required to complete four (4) hours of ethics training annually. Below are links to two training sessions that will, upon completion, satisfy the training requirement. *Beginning with the 2024 Form 1, District Supervisors will be required to confirm that they have completed the training each year.*

- **State Ethics Laws for Constitutional Officers & Elected Municipal Officers**
 - <https://www.youtube.com/watch?v=U8JktIMKzyl>
- **Public Meetings and Public Records Law**
 - <https://www.myfloridalegal.com/sites/default/files/Full%2520audio%25202018%5B2%5D.mp3>

Both links can be found on SDS' website, at www.sdsinc.org/links.

The Florida Association of Special Districts (FASD) also offers a training option through Florida State University's Florida Institute of Government. If your special district is a member of FASD, the cost for this special district-specific ethics training is \$49.00 for each district official.

If your special district is NOT a member of FASD, the cost for this special district-specific ethics training is \$79.00 for each district official.

Information on the FASD course can be found at <https://www.fasd.com/ethics-for-special-districts>.