



**DEL WEBB OAK CREEK
COMMUNITY DEVELOPMENT
DISTRICT**

**LEE COUNTY
REGULAR BOARD MEETING
APRIL 13, 2026
11:30 A.M.**

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

www.delwebboakcreekcdd.org

561.630.4922 Telephone

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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
April 13, 2026
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. February 9, 2026 Regular Board Meeting.....Page 2
 - 2. February 23, 2026 Continued Regular Board Meeting.....Page 4
- G. Old Business
- H. New Business
 - 1. Discussion Regarding the Stormwater Junction Box at Lake 7.....Page 7
 - 2. Consider Resolution No. 2026-02 – Adopting a Fiscal Year 2026/2027 Proposed Budget.....Page 19
 - 3. Consider Approval of Maintenance Agreement
- I. Administration Matters
- J. Board Member Comments
- K. Adjourn

Publication Date
2026-04-03

Subcategory
Miscellaneous Notices

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 April 13, 2026, at 11:30 a.m. in the Offices of Pulte located at 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134 for the purpose of considering any business that may properly come before it. A copy of the agenda may be obtained at the offices of the District Manager located at 2501A Burns Road, Palm Beach Gardens, Florida 33410, Ph: (561) 630-4922 (District Managers Office), during normal business hours.

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

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

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

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

Michelle Krizen

District Manager

DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT

www.delwebboakcreekcdd.org

4/3/2026

**DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
FEBRUARY 9, 2026**

A. CALL TO ORDER

The February 9, 2026, 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 January 30, 2026, as legally required.

C. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance:

Chairman	Scott Brooks	Present
Vice Chairperson	Laura Ray	Present
Supervisor	Naomi Robertson	Present
Supervisor	Patrick Butler	Present
Supervisor	Kimberly Morton	Absent

Staff present included:

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

D. ADDITIONS OR DELETIONS TO AGENDA

There was a consensus of the Board to add a Discussion regarding Lake Banks to the agenda.

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. November 10, 2025, Regular Board Meeting

The minutes of the November 10, 2025, 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 November 10, 2025, Regular Board Meeting, as presented.

G. OLD BUSINESS

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

H. NEW BUSINESS

1. Consider Lake Bank Inspection Report

Mr. Savage presented the Lake Bank Report. Overall there was a 43% reduction of erosion, conditions were stable and there was not any worsening. Last year’s report had over 1,600 linear feet of erosion; this year there was only 600. There was discussion regarding prioritizing repairs in areas where there are residents versus construction areas.

There is a budget line item for pipe inspections. At this phase of construction and due to the functioning of the system, the District engineer does not recommend any action at this time.

A **motion** was made by Mr. Robertson, seconded by Ms. Ray and passed unanimously accepting and receiving the Lake Bank Inspection Report and authorizing District staff to work with Rich Young to negotiate and execute a contract for repairs not to exceed \$60,000.

I. ADMINISTRATIVE MATTERS

The Board was advised that the proposed budget would be presented in April.

Mr. Savage brought up platting and the road leading to the back gate. Some questions were raised and it was determined that the Board will need more information before proceeding with this item.

J. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

K. RECESS

At 12:16 p.m., a **motion** was made by Ms. Ray, seconded by Mr. Brooks recessing the February 9, 2026, Regular Board Meeting until February 23, 2026, at 10:00 a.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

**DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT
CONTINUED REGULAR BOARD MEETING
FEBRUARY 23, 2026
(from February 9, 2026)**

A. CALL TO ORDER

On February 23, 2026, the Continued Regular Board Meeting of February 9, 2026, Regular Board Meeting of the Del Webb Oak Creek Community Development District (the “District”) was called to order at 10:00 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 February 9, 2026, Regular Board Meeting had been published in the *Fort Myers News-Press* on January 30, 2026, as legally required.

C. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance:

Chairman	Scott Brooks	Present
Vice Chairperson	Laura Ray	Present
Supervisor	Naomi Robertson	Present
Supervisor	Patrick Butler	Present
Supervisor	Kimberly Morton	Present

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.

D. ADDITIONS OR DELETIONS TO AGENDA

There was a consensus of the Board to add a Discussion regarding Lake Banks to the agenda.

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. OLD BUSINESS

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

G. NEW BUSINESS

1. Consider Resolution No. 2026-01 - Intent to Accept Responsibility for Ownership, Operation and Maintenance of District Infrastructure within the Boundaries of the Proposed Plat of Del Webb Oak Creek Phase 3A

Resolution No. 2026-01 was presented, entitled:

RESOLUTION 2026-01

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE INTENT TO ACCEPT RESPONSIBILITY FOR OWNERSHIP, OPERATION AND MAINTENANCE OF DISTRICT INFRASTRUCTURE WITHIN THE BOUNDARIES OF THE PROPOSED PLAT OF DEL WEBB OAK CREEK PHASE 3A; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

There was discussion that the external roadways were included in the capital improvement both in the District engineer's report and in Requisition #1. This was a capital improvement and allocated funds in the CIP. The only roads included are external to the guardhouse; nothing behind the gates is included in the District assets. The Board reached a consensus that the HOA is currently maintaining the landscaping and the internal roadways and it would make sense for the HOA to maintain the external roadways and landscaping. An interlocal agreement will be presented in April for consideration.

A **motion** was made by Ms. Morton, seconded by Ms. Ray and passed unanimously adopting Resolution No. 2026-01, as presented.

H. ADMINISTRATIVE MATTERS

The Board was advised that the next meeting was scheduled for April 13, 1016.

I. BOARD MEMBER COMMENTS

Ms. Ray stated for the record that she would like to receive the Supervisor stipend beginning with the April meeting.

J. ADJOURNMENT

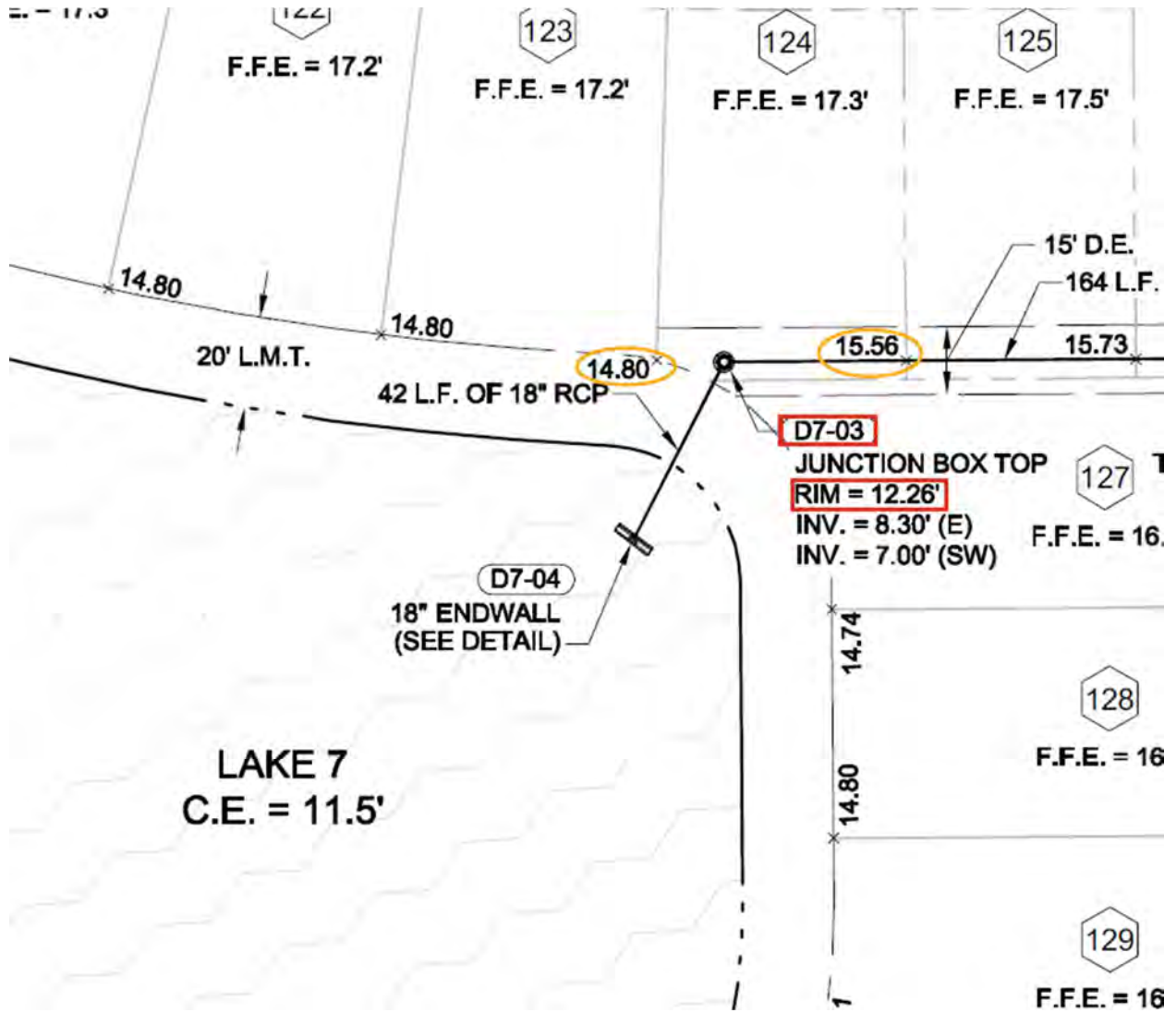
There being no further business to come before the Board, the Continued Regular Board Meeting was adjourned at 10:20 a.m. on a **motion** made by Ms. Ray, seconded by Mr. Brooks and passed unanimously.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair





RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2026/2027; 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, 2026, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2026 and ending September 30, 2027 (“**Fiscal Year 2026/2027**”); 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 2026/2027 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 2026, 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: _____, 2026
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 13th DAY OF April 2026.

ATTEST:

**DEL WEBB OAK CREEK COMMUNITY
DEVELOPMENT**

DISTRICT

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 2026/2027
October 1, 2026 - September 30, 2027**

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- V ASSESSMENT COMPARISON

PROPOSED BUDGET
DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

	FISCAL YEAR 2026/2027 BUDGET
REVENUES	
O&M (Operation & Maintenance) Assessments	370,935
Debt Assessments (2023)	860,102
Debt Assessments (2025)	698,039
Interest Income	1,560
TOTAL REVENUES	\$ 1,930,636
EXPENDITURES	
Administrative Expenditures	
Supervisor Fees	0
Management	39,168
Legal	23,000
Assessment Roll	5,000
Audit Fees	6,600
Arbitrage Rebate Fee	1,300
Insurance	6,600
Legal Advertisements	3,500
Miscellaneous	6,566
Postage	350
Office Supplies	1,000
Dues & Subscriptions	175
Website Management & ADA Compliance	3,000
Trustee Fees	8,600
Dissemination Services	3,500
Continuing Disclosure Fee	1,000
Total Administrative Expenditures	\$ 109,359
Maintenance Expenditures	
Engineering/Inspections	50,000
Miscellaneous Maintenance	33,000
Preserve Maintenance	96,000
Lake Bank Maintenance	60,000
Pipe Inspection/Repairs	5,000
Total Maintenance Expenditures	\$ 244,000
Total O&M Expenditures	\$ 353,359
REVENUES LESS EXPENDITURES	\$ 1,577,277
Bond Payments - Series 2023	(815,733)
Bond Payments - Series 2025	(662,030)
BALANCE	\$ 99,514
County Appraiser & Tax Collector Fee	(23,282)
Discounts For Early Payments	(76,232)
EXCESS/ (SHORTFALL)	\$ -
Carryover From Prior Year	0
NET EXCESS/ (SHORTFALL)	\$ -

DETAILED PROPOSED BUDGET
DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

	FISCAL YEAR 2024/2025 ACTUAL	FISCAL YEAR 2025/2026 BUDGET	FISCAL YEAR 2026/2027 BUDGET	COMMENTS
REVENUES				
O&M (Operation & Maintenance) Assessments	208,453	370,951	370,935	Expenditures Less Interest & Carryover/.9484
Debt Assessments (2023)	868,543	861,874	860,102	Bond Payments/.9484
Debt Assessments (2025)	0	0	698,039	Bond Payments/.9484
Interest Income	12,883	1,440	1,560	Interest Projected At \$130 Per Month
TOTAL REVENUES	\$ 1,089,879	\$ 1,234,265	\$ 1,930,636	
EXPENDITURES				
Administrative Expenditures				
Supervisor Fees	0	0	0	
Management	37,080	38,148	39,168	CPI Adjustment
Legal	36,525	26,000	23,000	Higher Fees In 24/25 Due To Boundary Amendment
Assessment Roll	5,000	5,000	5,000	As Per Contract
Audit Fees	4,400	6,500	6,600	\$100 Increase From 2024/2025 Budget
Arbitrage Rebate Fee	650	1,300	1,300	No Change From 2025/2026 Budget
Insurance	5,590	7,000	6,600	FY 25/26 Expenditure Was \$5,925
Legal Advertisements	8,570	3,500	3,500	No Change From 2025/2026 Budget
Miscellaneous	727	6,232	6,566	Administrative Contingency
Postage	491	300	350	\$50 Increase From 2025/2026 Budget
Office Supplies	999	1,000	1,000	No Change From 2025/2026 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	4,246	8,600	8,600	No Change From 2025/2026 Budget
Dissemination Services	0	3,500	3,500	Required By Bond Underwriter
Continuing Disclosure Fee	500	2,000	1,000	\$1,000 Decrease From 2025/2026 Budget
Total Administrative Expenditures	\$ 107,953	\$ 112,255	\$ 109,359	
Maintenance Expenditures				
Engineering/Inspections	45,044	50,000	50,000	No Change From 2025/2026 Budget
Miscellaneous Maintenance	0	51,000	33,000	Maintenance Contingency
Preserve Maintenance	106,958	75,000	96,000	\$21,000 Increase From 2025/2026 Budget
Lake Bank Maintenance	22,570	60,000	60,000	No Change From 2025/2026 Budget
Pipe Inspection/Repairs	0	5,000	5,000	No Change From 2025/2026 Budget
Total Maintenance Expenditures	\$ 174,572	\$ 241,000	\$ 244,000	
Total O&M Expenditures	\$ 282,525	\$ 353,255	\$ 353,359	
REVENUES LESS EXPENDITURES	\$ 807,354	\$ 881,010	\$ 1,577,277	
Bond Payments - Series 2023	(833,902)	(817,413)	(815,733)	2027 Principal & Interest Payments
Bond Payments - Series 2025	0	0	(662,030)	2027 Principal & Interest Payments
BALANCE	\$ (26,548)	\$ 63,597	\$ 99,514	
County Appraiser & Tax Collector Fee	(1,268)	(14,879)	(23,282)	One Percent Of Total Assessment Roll + Per Parcel Collection Fee
Discounts For Early Payments	(41,370)	(48,718)	(76,232)	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ (69,186)	\$ -	\$ -	
Carryover From Prior Year	0	0	0	Carryover From Prior Year
NET EXCESS/ (SHORTFALL)	\$ (69,186)	\$ -	\$ -	

DETAILED PROPOSED DEBT SERVICE FUND BUDGET (SERIES 2023)
DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
OCTOBER 1, 2026 - SEPTEMBER 30, 2027

	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	33,514	1,000	2,000	Projected Interest For 2026/2027
NAV Tax Collection	833,901	817,413	815,733	Maximum Debt Service Collection
Prepaid Bond Collection	71,637	0	0	
Total Revenues	\$ 939,052	\$ 818,413	\$ 817,733	
EXPENDITURES				
Principal Payments	200,000	210,000	220,000	Principal Payment Due In 2027
Interest Payments	623,675	607,129	596,469	Interest Payment Due In 2027
Bond Redemption	20000	1,284	1,264	Estimated Excess Debt Collections
Total Expenditures	\$ 843,675	\$ 818,413	\$ 817,733	
Excess/ (Shortfall)	\$ 95,377	\$ -	\$ -	

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 1/1/26 = \$12,075,000

DETAILED PROPOSED DEBT SERVICE FUND BUDGET (SERIES 2025)

DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2026/2027

OCTOBER 1, 2026 - SEPTEMBER 30, 2027

	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	
	2024/2025	2025/2026	2026/2027	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	0	0	1,000	Projected Interest For 2026/2027
NAV Tax Collection	0	0	662,030	Maximum Debt Service Collection
Debt - Direct Bill/Capitalized Interest Funding	0	660,580	0	
Total Revenues	\$ -	\$ 660,580	\$ 663,030	
EXPENDITURES				
Principal Payments	0	120,000	145,000	Estimated Principal Payment Due In 2027
Interest Payments	0	540,580	512,513	Estimated Interest Payment Due In 2027
Bond Redemption	0	0	5,517	Estimated Excess Debt Collections
Total Expenditures	\$ -	\$ 660,580	\$ 663,030	
Excess/ (Shortfall)	\$ -	\$ -	\$ -	

Series 2025 Bond Information

Original Par Amount = \$9,660,000 Annual Principal Payments Due = May 1st

Interest Rate = 3.75% - 5.625% Annual Interest Payments Due = May 1st & November 1st

Issue Date = October 2025

Maturity Date = May 2055

Par Amount As Of 1/1/26 = \$9,660,000

**DEL WEBB OAK CREEK COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON**

	Fiscal Year 2024/2025 Assessment*	Fiscal Year 2025/2026 Assessment*	Fiscal Year 2026/2027 Projected Assessment*
O & M For 40' Garden Unit	\$ 394.24	\$ 394.22	\$ 394.20
Debt (2023) For 40' Garden Unit	\$ 1,562.50	\$ 1,562.50	\$ 1,562.50
Total For 40' Garden Unit (2023 Bond)	\$ 1,956.74	\$ 1,956.72	\$ 1,956.70
O & M For 50' Classic Unit	\$ 394.24	\$ 394.22	\$ 394.20
Debt (2023) For 50' Classic Unit	\$ 1,666.67	\$ 1,666.67	\$ 1,666.67
Total For 50' Classic Unit (2023 Bond)	\$ 2,060.91	\$ 2,060.89	\$ 2,060.87
O & M For 65' Estate Unit	\$ 394.24	\$ 394.22	\$ 394.20
Debt (2023) For 65' Estate Unit	\$ 1,770.83	\$ 1,770.83	\$ 1,770.83
Total For 65' Estate Unit (2023 Bond)	\$ 2,165.07	\$ 2,165.05	\$ 2,165.03
O & M For 40' Scenic Units	\$ -	\$ 394.22	\$ 394.20
Debt (2025) For 40' Scenic Units	\$ -	\$ -	\$ 1,563.17
Total For 40'/45' Units (2025 Bond)	\$ -	\$ 394.22	\$ 1,957.37
O & M For 50' Distinctive Units	\$ -	\$ 394.22	\$ 394.20
Debt (2025) For 50' Distinctive Units	\$ -	\$ -	\$ 1,667.21
Total For 50' Units (2025 Bond)	\$ -	\$ 394.22	\$ 2,061.41
O & M For 65' Echelon Units	\$ -	\$ 394.22	\$ 394.20
Debt (2025) For 65' Echelon Units	\$ -	\$ -	\$ 1,771.24
Total For 64' Units (2025 Bond)	\$ -	\$ 394.22	\$ 2,165.44

* Assessments include the following:
4% Discount for Early Payments
County Tax Collector Fee
County Property Appraiser Fee

Community Information (2023 Bond - Phases 1 and 2):
40' Garden Units: 144
50' Classic Units: 248
65' Estate Units: 130
Total: 522 Units

40' Estate Units Information
Total Units: 144
Less Prepayments: 1
Billed For Debt: 143

50' Classic Information
Total Units: 248
Less Prepayments: 2
Billed For Debt: 246

65' Estate Units Information
Total Units: 130
Less Prepayments: 2
Billed For Debt: 128

Total Units
2023 Bond: 522
2025 Bond: 419
Total Units: 941

Totals For
2025 Bond
40'/45' Scenic Units: 103
50' Distinctive Units: 218
65' Echelon Units: 98
Total: 419 Units

AGREEMENT FOR MAINTENANCE OF ROADWAYS

THIS AGREEMENT (the “Agreement”) is entered into as of this ____ day of _____, 2026, 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 (the “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 (the “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 (the “Act”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District has constructed and/or acquired various entry roadways located outside of the community hard gate entrance requiring inspection, operation and maintenance services and owns certain real property as identified in the attached **Exhibit A** (hereinafter referred to as the “Property”); and

WHEREAS, the Association desires to provide inspection, operation and maintenance services (the “Work”) for certain roadways within the District and as more specifically identified in the attached **Exhibit B** and in accordance with this Agreement; 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 the 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. **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 the 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.
- D. **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 the 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.
- E. **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.
- F. **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.

- G. *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.
- H. *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.
- I. *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, 2027 (the "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 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. Further, upon termination by either Party, the Association shall be required to provide the District within thirty (30) days of the effective date of termination a proportionate share of Association reserve funds collected for roadway repairs based on a per square footage basis. 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 (the “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 **Michelle Krizen** (the “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.

[remainder of page intentionally left blank]

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: Map of Property

Exhibit B: Scope of Work

EXHIBIT A
MAP OF PROPERTY

EXHIBIT B

SCOPE OF WORK

- Roadway maintenance and repair, including but not limited to, pavement, curb and gutter, sidewalk, and signage and markings within platted roadway tracts described in Exhibit A.
- Primary irrigation facilities maintenance and repair, including but not limited to, irrigation mains, gate valves, air release valves, services, other appurtenances within platted roadway tracts described in Exhibit A. Such services shall include secondary irrigation lines, irrigation heads, clocks/times, and other appurtenances.
- Landscaping maintenance and repair, including but not limited to mowing, trimming and pruning of all vegetation within platted roadway tracts described in Exhibit A.

