

**Ocala  
Preserve**

**Community Development  
District**

**August 30, 2021**

**Board of Supervisors**

**Public Hearings and**

**Regular Meeting**

**Agenda**

**Ocala Preserve Community Development District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W•Boca Raton, Florida 33431**  
**Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013**

August 23, 2021

Board of Supervisors  
Ocala Preserve Community Development District

Dear Board Members:

The Board of Supervisors of the Ocala Preserve Community Development District will hold Public Hearings and a Regular Meeting on August 30, 2021, immediately following the adjournment of the Landowners' Meeting, scheduled to commence at 9:00 a.m., at The Club at Ocala Preserve, 4021 NW 53rd Ave Rd, Ocala, Florida 34482. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Newly Elected Board of Supervisors (*the following will be provided in a separate package*)
  - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
  - B. Membership, Obligations and Responsibilities
  - C. Chapter 190, Florida Statutes
  - D. Financial Disclosure Forms
    - I. Form 1: Statement of Financial Interests
    - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
    - III. Form 1F: Final Statement of Financial Interests
  - E. Form 8B: Memorandum of Voting Conflict
4. Consideration of Resolution 2021-29, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
5. Consideration of Resolution 2021-30, Designating Certain Officers of the District, and Providing for an Effective Date

**ATTENDEES:**

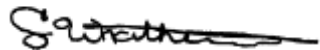
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

6. Public Hearing Confirming the Intent of the District to Use the Uniform Method of Levy, Collection and Enforcement of Non-Ad Valorem Assessments as Authorized and Permitted by Section 197.3632, Florida Statutes; Expressing the Need for the Levy of Non-Ad Valorem Assessments and Setting Forth the Legal Description of the Real Property Within the District's Jurisdictional Boundaries that May or Shall Be Subject to the Levy of District Non-Ad Valorem Assessments; Providing for Severability; Providing for Conflict and Providing for an Effective Date
  - A. Affidavit/Proof of Publication
  - B. Consideration of Resolution 2021-31, Expressing its Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May Be Levied by the Ocala Preserve Community Development District in Accordance with Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date
  
7. Public Hearing to Consider the Adoption of an Assessment Roll and the Imposition of Special Assessments Relating to the Financing and Securing of Certain Public Improvements
  - *Hear testimony from the affected property owners as to the propriety and advisability of making the improvements and funding them with special assessments on the property.*
  - *Thereafter, the governing authority shall meet as an equalizing board to hear any and all complaints as to the special assessments on a basis of justice and right.*
  - A. Affidavit/Proof of Publication
  - B. Mailed Notice to Property Owner(s)
  - C. Master Engineer's Report *(for informational purposes)*
  - D. Master Special Assessment Methodology Report *(for informational purposes)*
  - E. Consideration of Resolution 2021-32, Making Certain Findings; Authorizing a Capital Improvement Plan; Adopting an Engineer's Report; Providing an Estimated Cost of Improvements; Adopting an Assessment Report; Equalizing, Approving, Confirming and Levying Debt Assessments; Addressing the Finalization of Special Assessments; Addressing the Payment of Debt Assessments and the Method of Collection; Providing for the Allocation of Debt Assessments and True-Up Payments; Addressing Government Property, and Transfers of Property to Units of Local, State and Federal Government; Authorizing an Assessment Notice; and Providing for Severability, Conflicts and an Effective Date

8. Consideration of Acquisition Agreement
9. Consideration of Land Appraisal
10. Consideration of Construction Related Matters
11. Consideration of Response to Request for Qualifications (RFQ) for Engineering Services
12. Approval of July 23, 2021 Organizational Meeting Minutes
13. Staff Reports
  - A. District Counsel: *KE Law Group, PLLC*
  - B. District Engineer (Interim): *Waldrop Engineering*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*
    - NEXT MEETING DATE: October 1, 2021 at 11:00 A.M.
14. Board Members' Comments/Requests
15. Public Comments
16. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675.

Sincerely,



Craig Wrathell  
District Manager

**TO ATTEND BY TELEPHONE**  
**CALL-IN NUMBER: 1-888-354-0094**  
**PARTICIPANT PASSCODE: 413 553 5047**

**Ocala Preserve**  
**Community Development District**

**4**

**RESOLUTION 2021-29**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Ocala Preserve Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Marion County, Florida; and

**WHEREAS**, pursuant to Section 190.006(2), *Florida Statutes*, a landowners meeting is required to be held within 90 days of the District’s creation and every two (2) years following the creation of the District for the purpose of electing supervisors of the District; and

**WHEREAS**, such landowners meeting was held at which the below recited persons were duly elected by virtue of the votes cast in their favor; and

**WHEREAS**, the Board of Supervisors of the District, by means of this Resolution, desire to canvas the votes and declare and certify the results of said election.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT:**

1. **ELECTION RESULTS.** The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

	Seat 1	Votes:
	Seat 2	Votes:
	Seat 3	Votes:
	Seat 4	Votes:
	Seat 5	Votes:

2. **TERMS.** In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisors, the above-named persons are declared to have been elected for the following term of office:

	Seat 1	__ Year Term
	Seat 2	__ Year Term
	Seat 3	__ Year Term
	Seat 4	__ Year Term
	Seat 5	__ Year Term

3. **EFFECTIVE DATE.** This resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 30th day of August, 2021.

Attest:

**OCALA PRESERVE COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Ocala Preserve**  
**Community Development District**

**5**



**RESOLUTION 2021-30**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Ocala Preserve Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, the Board of Supervisors of the District desires to designate certain Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** \_\_\_\_\_ is appointed Chair.

**SECTION 2.** \_\_\_\_\_ is appointed Vice Chair.

**SECTION 3.** **Craig Wrathell** is appointed Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

**Cindy Cerbone** is appointed Assistant Secretary.

**Kristen Suit** is appointed Assistant Secretary.

**SECTION 4.** **Craig Wrathell** is appointed Assistant Treasurer.

**Jeff Pinder** is appointed Assistant Treasurer.

**SECTION 5.** This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

**SECTION 6.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 30th day of August, 2021.

ATTEST:

**OCALA PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

# **RUSTIC OAKS**

**COMMUNITY DEVELOPMENT DISTRICT**

**6A**

# LOCALiQ

The Gainesville Sun | The Ledger  
Daily Commercial | Ocala StarBanner  
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

## PROOF OF PUBLICATION

daphne gillyard  
Ocala Preserve CDD  
2300 Glades RD # 410W  
Boca Raton FL 33431-8556

STATE OF FLORIDA, COUNTY OF MARION

The Star Banner, a newspaper printed and published in the city of Ocala, and of general circulation in the County of Marion, State of Florida, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

08/02/2021, 08/09/2021, 08/16/2021, 08/23/2021

and that the fees charged are legal.

Sworn to and subscribed before on 08/23/2021

### OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT NOTICE OF THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD OF COLLECTION OF NON-AD VALOREM ASSESSMENTS

Notice is hereby given that the Ocala Preserve Community Development District ("District") intends to use the uniform method of collecting non-ad valorem assessments to be levied by the District pursuant to Section 197.3632, Florida Statutes. The Board of Supervisors of the District will conduct a public hearing on August 30, 2021 at 9:00 a.m., at The Club at Ocala Preserve, 4021 NW 53rd Ave Rd, Ocala, FL 34482.

The purpose of the public hearing is to consider the adoption of a resolution authorizing the District to use the uniform method of collecting non-ad valorem assessments to be levied by the District on properties located on land included in, or to be added to, the District.

The District may levy non-ad valorem assessments for the purpose of financing, acquiring, maintaining and/or operating community development facilities, services and improvements within and without the boundaries of the District, to consist of, among other things, stormwater improvements, roadways, water & wastewater utilities, hardscape, landscape & irrigation, amenities, street lights, undergrounding of electric, offsite improvements, and any other lawful projects or services of the District.

Owners of the properties to be assessed and other interested parties may appear at the public hearing and be heard regarding the use of the uniform method of collecting such non-ad valorem assessments. This hearing is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The public hearing may be continued to a date, time and location to be specified on the record at the hearing. There may be occasions when Supervisors or staff may participate by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the hearing and/or meeting is asked to contact Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 ("District Manager's Office"), at least 48 hours before the hearing and/or meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770, who can aid you in contacting the District Manager's Office.

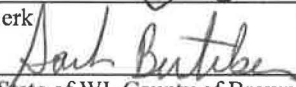
Each person who decides to appeal any decision made by the Board with respect to any matter considered at the hearing is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony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

Craig Wrathell  
District Manager  
August 2, 9, 16, 23, 2021 #6110567

Legal Clerk



Notary, State of WI, County of Brown



7/27/25

My commission expires

Publication Cost: \$813.60

Order No: 6110567

# of Copies:

Customer No: 585865

1

PO #:

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

SARAH BERTELSEN  
Notary Public  
State of Wisconsin

**Ocala Preserve**  
**Community Development District**

**6B**

**RESOLUTION 2021-31**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Ocala Preserve Community Development District (“District”) was established pursuant to the provisions of Chapter 190, Florida Statutes, which authorizes the District to levy certain assessments which include benefit and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapter 170, Florida Statutes, for the acquisition, construction, or reconstruction of assessable improvements authorized by Chapter 190, Florida Statutes; and

**WHEREAS**, the above referenced assessments are non-ad valorem in nature and, therefore, may be collected under the provisions of Section 197.3632, Florida Statutes, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments; and

**WHEREAS**, pursuant to Section 197.3632, Florida Statutes, the District has caused notice of a public hearing to be advertised weekly in a newspaper of general circulation within Marion County, Florida, for four (4) consecutive weeks prior to such hearing.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The District upon conducting its public hearing as required by Section 197.3632, Florida Statutes, hereby expresses its intent to use the uniform method of collecting assessments imposed by the District as provided in Chapters 170 and 190, Florida Statutes, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, Florida Statutes, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District’s use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

**SECTION 2.** The District's Secretary is authorized to provide the Property Appraiser and Tax Collector of Marion County, Florida, and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

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

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

**PASSED AND ADOPTED** this 30th day of August, 2021.

ATTEST:

**OCALA PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Legal Description

**Exhibit A:** Legal Description



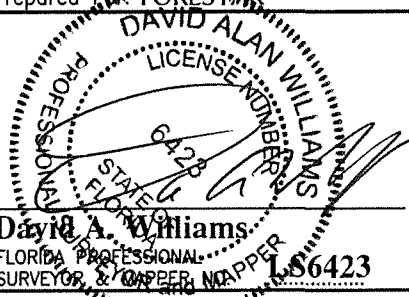

# Description Sketch

(Not A Survey)

DESCRIPTION: Part of ASHLEY FARMS GOLF AND COUNTRY CLUB - PHASE 1D, according to the plat thereof, recorded in Plat Book 11, Pages 65 through 72, inclusive, along with part of ASHLEY FARMS GOLF AND COUNTRY CLUB PHASE 1A AND 1C, according to the plat thereof, recorded in Plat Book 10, Pages 100 through 107, inclusive, along with part of OCALA PRESERVE PHASE 9, according to the plat thereof, recorded in Plat Book 13, Pages 125 through 129, inclusive, all being of the Public Records of Marion County, Florida; together with portions of land in Section 33, all lying in Section 33 and 34, Township 14 South, Range 21 East, Marion County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 33, run thence along the East boundary of said Northeast 1/4 of Section 33, S 00°34'58" W, a distance of 30.00 feet to the POINT OF BEGINNING; thence continue along said East boundary, S 00°34'58" W, a distance of 1294.11 feet to the Southeast corner of the Northeast 1/4 of said Northeast 1/4 of Section 33; thence along the East boundary of the Southeast 1/4 of said Section 33, S 00°35'14" W, a distance of 1323.58 feet to the East 1/4 corner of said Section 33, said point being on the Northerly boundary said ASHLEY FARMS GOLF AND COUNTRY CLUB, thence along said Northerly boundary, S 89°34'09" E, a distance of 1659.73 feet to the Northwest corner of PARCEL 14, OCALA PRESERVE GOLF COURSE, according to the plat thereof, recorded in Plat Book 13, Pages 23 through 28, inclusive, of the Public Records of Marion County, Florida; thence along the Westerly boundary of said PARCEL 14, the following five (5) courses: 1) S 00°26'18" W, a distance of 43.83 feet; 2) Easterly, 230.57 feet along the arc of a non-tangent curve to the right having a radius of 735.00 feet and a central angle of 17°58'25" (chord bearing S 67°35'17" E, 229.62 feet); 3) S 77°04'51" E, a distance of 66.46 feet; 4) S 54°39'12" E, a distance of 55.64 feet; 5) S 50°12'35" E, a distance of 247.59 feet to the Southernmost point of said PARCEL 14, said point also being on the Westerly boundary of PARCEL C, of aforesaid ASHLEY FARMS GOLF AND COUNTRY CLUB - PHASE 1D, thence along the Westerly and Southerly boundary of said PARCEL C, the following three (3) courses: 1) S 00°35'32" W, a distance of 23.40 feet; 2) S 56°07'46" E, a distance of 228.27 feet; 3) S 89°24'30" E, a distance of 217.23 feet to the Southeast corner thereof, said point being on the West right of way line of N.W. 44th Avenue (Parcel R-1), per aforesaid ASHLEY FARMS GOLF AND COUNTRY CLUB - PHASE 1D, thence along said West right of way line, the following five (5) courses: 1) S 00°34'11" W, a distance of 223.66 feet 2) N 89°25'49" W, a distance of 12.00 feet; 3) S 00°34'11" W, a distance of 181.03 feet to a point on the North right of way line of 39th Street Road (Parcel A), of said ASHLEY FARMS GOLF AND COUNTRY CLUB - PHASE 1D, continue thence along said N.W. 44th Avenue, 4) S 89°25'49" E, a distance of 12.00 feet; 5) S 00°34'11" W, a distance of 429.28 feet to the Southeast corner of said ASHLEY FARMS GOLF AND COUNTRY CLUB - PHASE 1D; thence along the Southerly boundary of said ASHLEY FARMS GOLF AND COUNTRY CLUB - PHASE 1D, N 89°36'44" W, a distance of 509.25 feet to the Southeast corner of OCALA PRESERVE PHASE 2, according to the plat thereof, recorded in Plat Book 12, Pages 102 through 106, of the Public Records of Marion county, Florida; thence along the Easterly and Northerly boundary, respectfully, of said OCALA PRESERVE PHASE 2, the following twelve courses: 1) N 00°23'19" E, a distance of 85.55 feet; 2) Northwesterly, 192.35 feet along the arc of a tangent curve to the left having a radius of 195.00 feet and a central angle of 56°31'05" (chord bearing N 27°52'14" W, 184.65 feet); 3) N 56°07'47" W, a distance of 755.14 feet; 4) N 76°52'02" W, a distance of 113.11 feet; 5) S 46°12'09" W, a distance of 61.17 feet; 6) N 05°04'45" E, a distance of 75.23 feet; 7) N 89°24'08" W, a distance of 338.37 feet; 8) S 00°35'52" W, a distance of 135.00 feet; 9) S 05°04'24" E, a distance of 40.26 feet; 10) Southwesterly, 506.55 feet along the arc of a non-tangent curve to the right having a radius of 340.00 feet and a central angle of 85°21'42" (chord bearing S 47°43'19" W, 460.98 feet); 11) N 89°35'51" W, a distance of 443.59 feet; 12) Westerly, 269.56 feet along the arc of a tangent curve to the left having a radius of 460.00 feet and a central angle of 33°34'32" (chord bearing S 73°36'53" W, 265.72 feet) to the Northeast corner of OCALA PRESERVE PHASE 7A, according to the plat thereof, recorded in Plat Book 12, Pages 137 through 138, inclusive, of the Public Records of Marion County, Florida; thence along the Easterly boundary of said OCALA PRESERVE PHASE 7A, the following seven (7) courses: 1) N 48°48'16" W, a distance of 97.81 feet; 2) N 42°16'14" W, a distance of 55.52 feet; 3) N 41°39'15" W, a distance of 42.84 feet; 4) N 02°33'10" E, a distance of 20.82 feet; 5) N 34°19'15" W, a distance of 35.37 feet; 6) N 40°17'02" W, a distance of 55.01 feet; 7) N 51°23'23" W, a distance of 141.21 feet to the Northernmost corner thereof, said point being on the Easterly boundary of aforesaid OCALA PRESERVE GOLF COURSE; thence along said Easterly and Northerly boundary respectfully, of said OCALA PRESERVE GOLF COURSE, the following twenty-three (23) courses:

LEGAL DESCRIPTION CONTINUES ON NEXT PAGE


PROJECT: TRILOGY			Prepared For: FORESTAR		
PHASE: CDD PARCEL					
DRAWN: JRG	DATE: 3/2/21	CHECKED BY: DAW			
<b>REVISIONS</b>					
DATE	DESCRIPTION	DRAWN BY			
			213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768		
					
FILE PATH: P:\TRILOGY\DESCRIPTIONS\CDD MASTER-D&S.DWG			LAST SAVED BY: JGEM		
					01 of 11

# Description Sketch

(Not A Survey)

1) N 00°29'02" W, a distance of 87.22 feet; 2) N 26°54'33" W, a distance of 65.73 feet; 3) N 23°53'39" W, a distance of 54.78 feet; 4) N 21°09'11" W, a distance of 54.78 feet; 5) N 18°24'43" W, a distance of 54.78 feet; 6) N 13°14'43" W, a distance of 65.70 feet; 7) N 09°56'12" W, a distance of 487.25 feet; 8) S 89°59'12" W, a distance of 113.67 feet; 9) N 43°31'16" W, a distance of 174.14 feet; 10) N 00°00'48" W, a distance of 53.73 feet; 11) N 34°16'24" W, a distance of 68.49 feet; 12) N 59°26'14" W, a distance of 136.04 feet; 13) N 00°00'02" W, a distance of 30.00 feet; 14) S 89°59'58" W, a distance of 720.00 feet; 15) S 00°00'02" E, a distance of 352.65 feet; 16) S 89°59'58" W, a distance of 60.00 feet; 17) S 00°00'02" E, a distance of 12.37 feet; 18) Southwesterly, 28.29 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 64°50'04" (chord bearing S 32°25'00" W, 26.80 feet); 19) Southwesterly, 60.66 feet along the arc of a reverse curve to the left having a radius of 105.00 feet and a central angle of 33°06'05" (chord bearing S 48°16'59" W, 59.82 feet); 20) Southwesterly, 23.87 feet along the arc of a reverse curve to the right having a radius of 25.00 feet and a central angle of 54°41'52" (chord bearing S 59°04'53" W, 22.97 feet); 21) S 86°25'49" W, a distance of 38.29 feet; 22) Westerly, 296.29 feet along the arc of a tangent curve to the left having a radius of 600.00 feet and a central angle of 28°17'36" (chord bearing S 72°17'01" W, 293.29 feet); 23) Southwesterly, 533.75 feet along the arc of a compound curve to the left having a radius of 1550.00 feet and a central angle of 19°43'48" (chord bearing S 48°16'19" W, 531.11 feet) to a point on the Northerly boundary of OCALA PRESERVE PHASE 5, according to the Plat thereof, recorded in Plat Book 13, Pages 61 through 65, of the Public Records of Marion County, Florida; said point also being on the North right of way line of N.W. 40TH LOOP (TRACT "A"); thence along said Northerly boundary, and the Northerly extension thereof, the following six (6) courses: 1) Westerly, 38.29 feet along the arc of a reverse curve to the right having a radius of 25.00 feet and a central angle of 87°45'52" (chord bearing S 82°17'21" W, 34.66 feet); 2) Northwesterly, 88.23 feet along the arc of a reverse curve to the left having a radius of 519.00 feet and a central angle of 09°44'25" (chord bearing N 58°41'55" W, 88.12 feet); 3) Northwesterly, 71.86 feet along the arc of a reverse curve to the right having a radius of 231.00 feet and a central angle of 17°49'25" (chord bearing N 54°39'25" W, 71.57 feet); 4) Northwesterly, 65.42 feet along the arc of a reverse curve to the left having a radius of 510.00 feet and a central angle of 07°21'00" (chord bearing N 49°25'13" W, 65.38 feet); 5) N 53°05'42" W, a distance of 40.34 feet; 6) N 36°54'18" E, a distance of 250.89 feet to a point on the Easterly boundary of aforesaid OCALA PRESERVE PHASE 9, thence along said Easterly boundary, the following twenty-seven (27) courses: 1) N 32°45'52" E, a distance of 75.12 feet; 2) N 23°26'39" E, a distance of 76.22 feet; 3) N 17°18'35" E, a distance of 23.26 feet; 4) N 11°57'23" E, a distance of 63.58 feet; 5) N 03°57'34" E, a distance of 66.09 feet; 6) N 01°19'30" W, a distance of 143.47 feet; 7) N 31°03'04" W, a distance of 59.91 feet; 8) N 35°58'37" W, a distance of 26.79 feet; 9) N 36°01'42" W, a distance of 55.42 feet; 10) N 35°00'43" W, a distance of 49.28 feet; 11) N 29°17'59" W, a distance of 59.09 feet; 12) N 23°39'08" W, a distance of 51.73 feet; 13) N 18°01'13" W, a distance of 51.73 feet; 14) N 12°07'28" W, a distance of 59.06 feet; 15) N 06°43'46" W, a distance of 49.25 feet; 16) N 02°00'28" W, a distance of 49.30 feet; 17) N 00°34'32" E, a distance of 52.70 feet; 18) N 00°43'29" E, a distance of 64.51 feet; 19) N 12°58'42" W, a distance of 54.48 feet; 20) Northeasterly, 88.33 feet along the arc of a non-tangent curve to the left having a radius of 1010.00 feet and a central angle of 05°00'39" (chord bearing N 66°42'35" E, 88.30 feet); 21) Easterly, 42.58 feet along the arc of a reverse curve to the right having a radius of 25.00 feet and a central angle of 97°35'30" (chord bearing S 67°00'00" E, 37.62 feet); 22) N 71°47'46" E, a distance of 50.00 feet; 23) Northerly, 16.75 feet along the arc of a non-tangent curve to the left having a radius of 280.00 feet and a central angle of 03°25'41" (chord bearing N 19°55'05" W, 16.75 feet); 24) Northerly, 35.01 feet along the arc of a reverse curve to the right having a radius of 25.00 feet and a central angle of 80°14'12" (chord bearing N 18°29'10" E, 32.22 feet); 25) Northeasterly, 7.22 feet along the arc of a reverse curve to the left having a radius of 1010.00 feet and a central angle of 00°24'34" (chord bearing N 58°23'59" E, 7.22 feet); 26) N 31°48'18" W, a distance of 50.00 feet; 27) Westerly, 40.43 feet along the arc of a non-tangent curve to the right having a radius of 25.00 feet and a central angle of 92°40'04" (chord bearing N 75°16'24" W, 36.17 feet); thence S 61°26'59" W, a distance of 50.00 feet to a point on the Westerly right of way of N.W. 43rd LANE ROAD (TRACT "A"), of said OCALA PRESERVE PHASE 9, thence along said Westerly right of way, N 28°56'22" W, a distance of 89.27 feet to a point on the Northerly boundary of said OCALA PRESERVE PHASE 9, thence continue along said boundary, the following two (2) courses:

LEGAL DESCRIPTION CONTINUES ON NEXT PAGE

PROJECT: TRILOGY			Prepared For: FORESTAR		
PHASE: CDD PARCEL			213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768		
DRAWN: JRG	DATE: 3/2/21	CHECKED BY: DAW			
<b>REVISIONS</b>					
DATE	DESCRIPTION	DRAWN BY	<b>David A. Williams</b> FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. <b>LS6423</b>		
FILE PATH: P:\TRILOGY\DESCRIPTIONS\CDD MASTER-D&S.DWG    LAST SAVED BY: JGEIER					

# Description Sketch


(Not A Survey)

1) S 64°59'37" W, a distance of 67.34 feet; 2) S 69°31'36" W, a distance of 42.99 feet; thence departing said Northerly boundary, N 29°22'38" W, a distance of 388.13 feet; thence S 89°33'02" W, a distance of 241.02 feet to aforesaid Northerly boundary of OCALA PRESERVE PHASE 9; continue thence along said Northerly boundary, the following four (4) courses: 1) S 81°32'50" W, a distance of 16.68 feet; 2) S 89°59'53" W, a distance of 297.29 feet; 3) S 00°43'29" W, a distance of 373.51 feet; 4) N 89°16'31" W, a distance of 304.95 feet to a point on the Westerly boundary thereof, said point also being on the West boundary of the East 1/2 of the Northwest 1/4 of said Section 33; thence along said West boundary, N 00°43'37" E, a distance of 1714.86 feet to the North boundary of the Northwest 1/4 of said Section 33; thence along said North boundary, S 89°34'14" E, a distance of 1121.33 feet; thence S 00°48'08" W, a distance of 60.00 feet; thence S 89°30'28" E, a distance of 270.00 feet; thence N 00°48'08" E, a distance of 60.00 feet to a point on the North boundary of the aforesaid Northeast 1/4 of Section 33; thence along said North boundary, S 89°17'14" E, a distance of 1263.21 feet to the Northwest corner of the Northeast 1/4 of said Northeast 1/4 of Section 33; thence along the West boundary of the Northeast 1/4 of the Northeast 1/4 of Section 33, S 00°34'13" W, a distance of 372.01 feet; thence S 89°34'16" E, a distance of 1272.91 feet; thence N 00°34'58" E, a distance of 356.02 feet; thence S 89°18'05" E, a distance of 20.00 feet; thence S 00°34'58" W, a distance of 20.00 feet; thence S 89°18'05" E, a distance of 30.00 feet to the **POINT OF BEGINNING**.

Containing 263.620 acres, more or less.

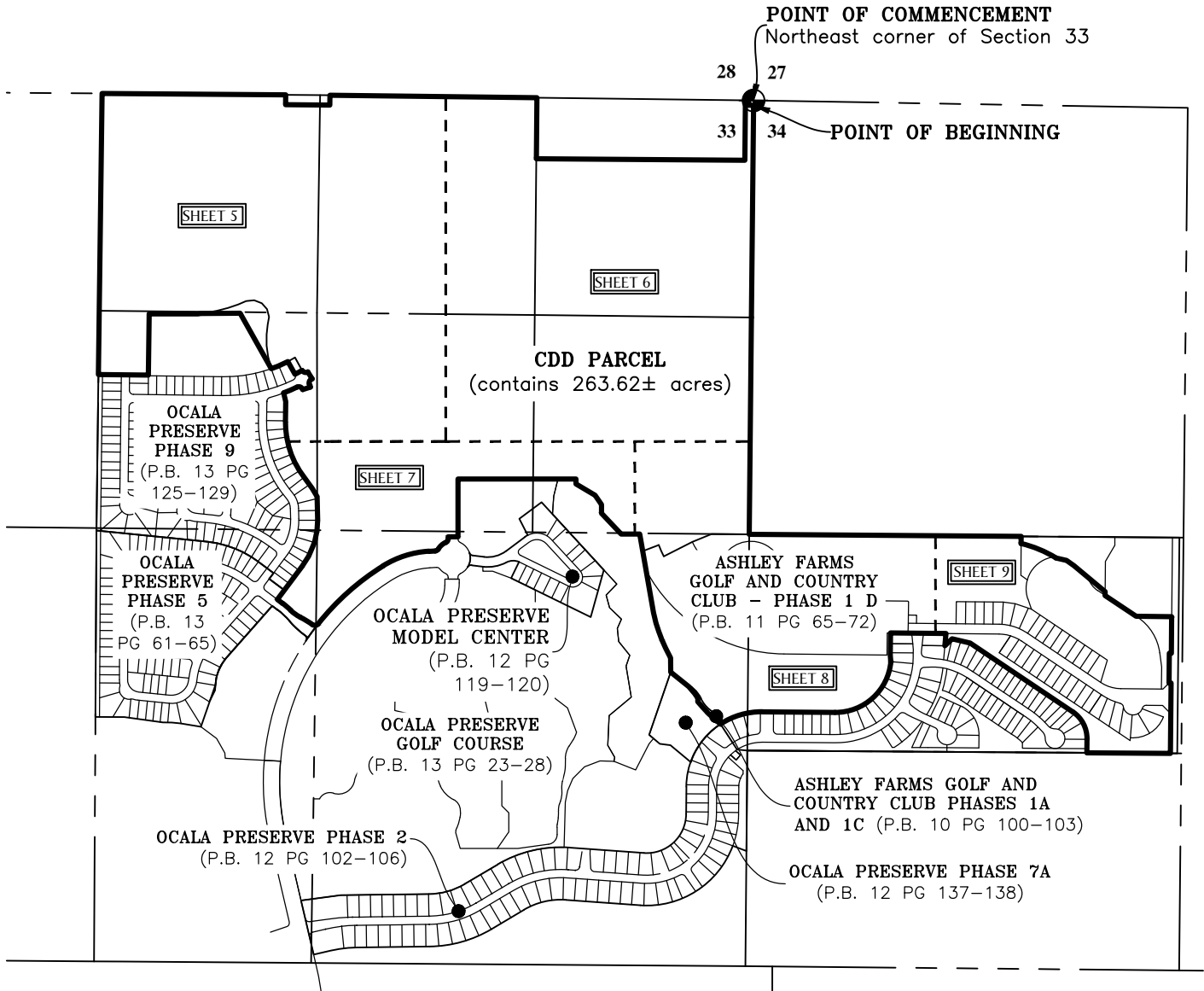
Notes:

- Bearings shown hereon are based on the Northerly boundary of the Southwest 1/4 Section 34, Township 14 South, Range 21 East, Marion County, Florida, having a Grid bearing of S.89°34'09"E, The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 ADJUSTMENT) for the West Zone of Florida.
- See Sheet 4 for Key Sheet, Sheets 5-? for Sketch, Sheet ? for Line & Curve information.

PROJECT: TRILOGY			Prepared For: FORESTAR		
PHASE: CDD PARCEL			213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768  <b>GeoPoint</b> Surveying, Inc.		
DRAWN: JRG	DATE: 3/2/21	CHECKED BY: DAW			
REVISIONS					
DATE	DESCRIPTION	DRAWN BY			
			<b>David A. Williams</b> FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. <b>LS6423</b>		

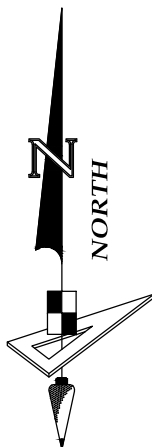
# Description Sketch

(Not A Survey)



## LEGEND

P.B. ----- Plat Book  
Pg(s). ----- Page(s)



0 500 1000 2000



**SCALE: 1" = 1000'**

213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768

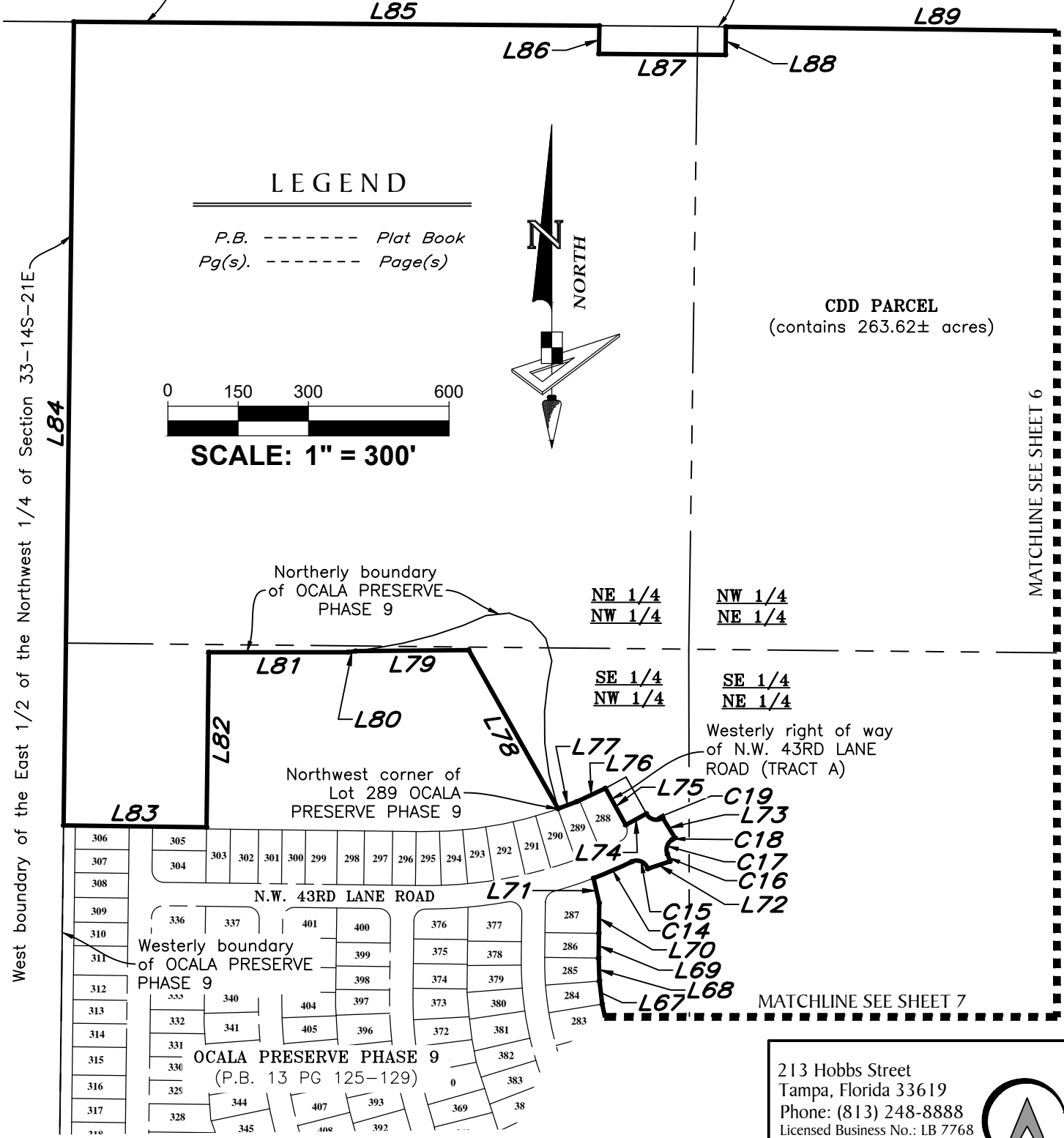
**GeoPoint**  
Surveying, Inc.

# Description Sketch

(Not A Survey)

North boundary of the Northwest 1/4 of Section 33-14S-21E

North boundary of the Northeast 1/4 of Section 33-14S-21E

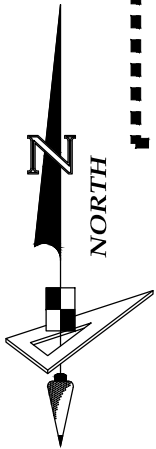
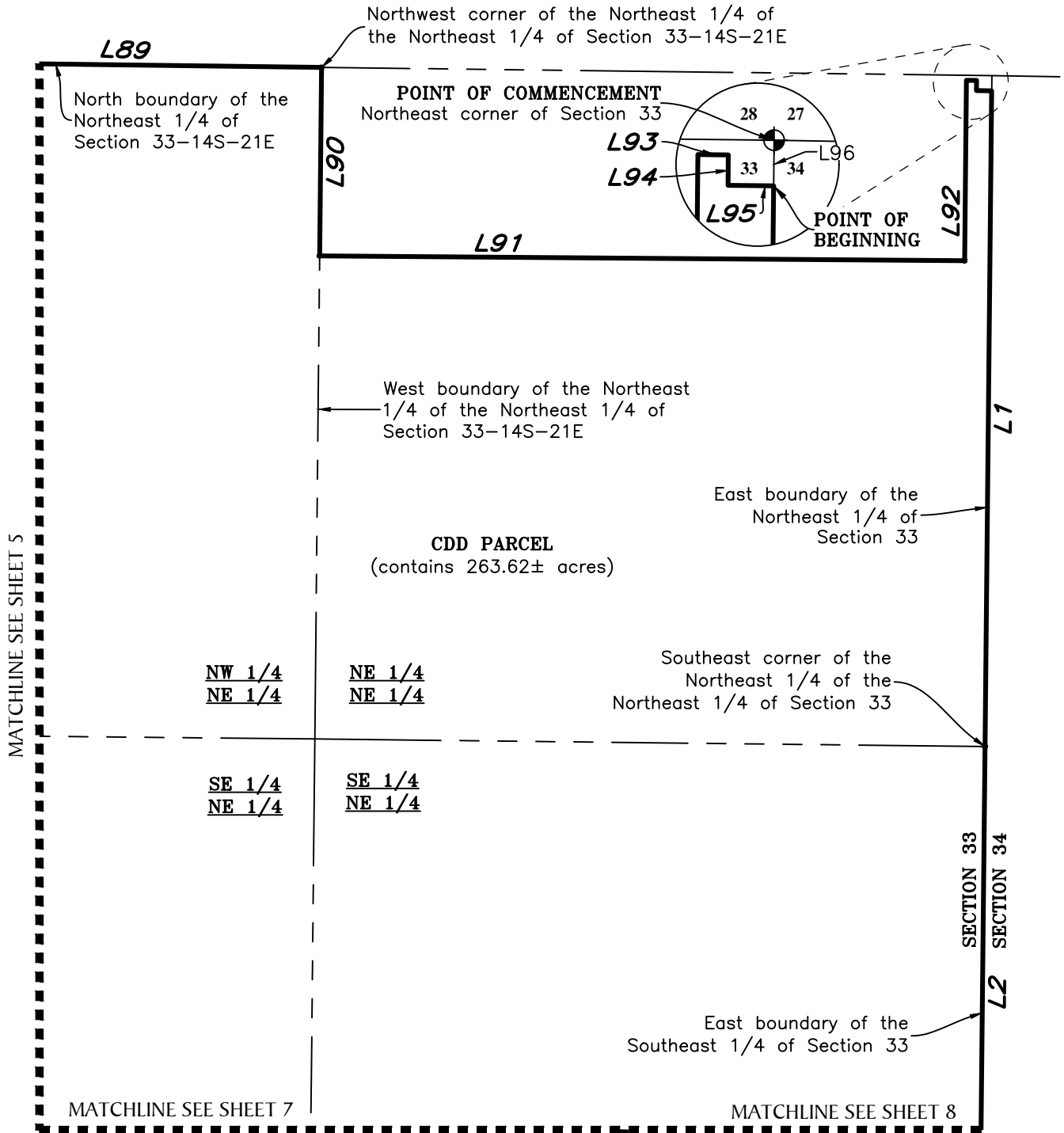


213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768



# Description Sketch

(Not A Survey)



## LEGEND

P.B. ----- Plat Book  
Pg(s). ----- Page(s)



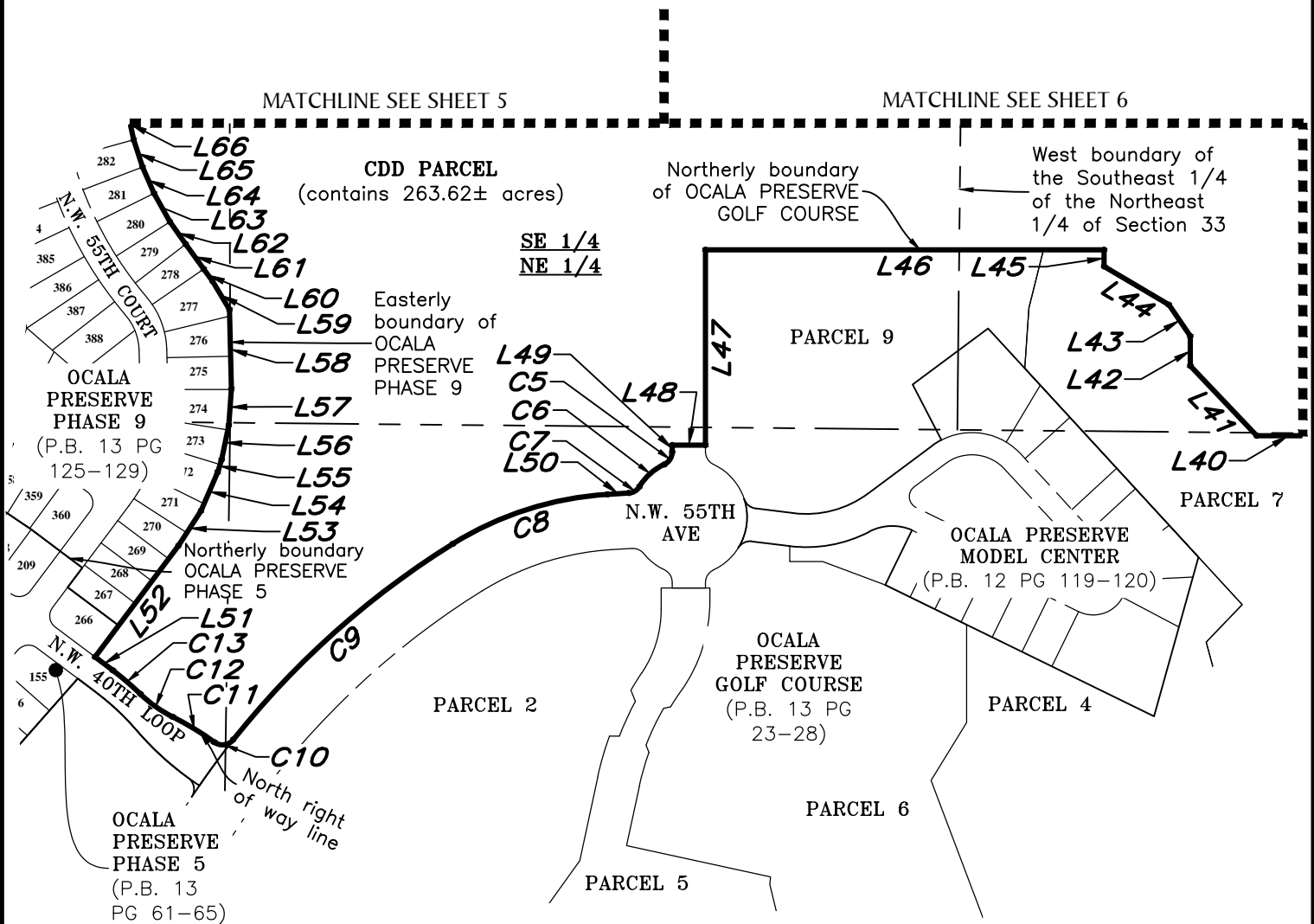
SCALE: 1" = 300'

213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768

**GeoPoint**  
Surveying, Inc.

# Description Sketch

(Not A Survey)

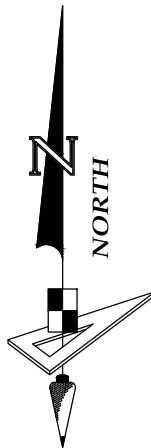


## LEGEND

P.B. ----- Plat Book  
Pg(s). ----- Page(s)



SCALE: 1" = 300'

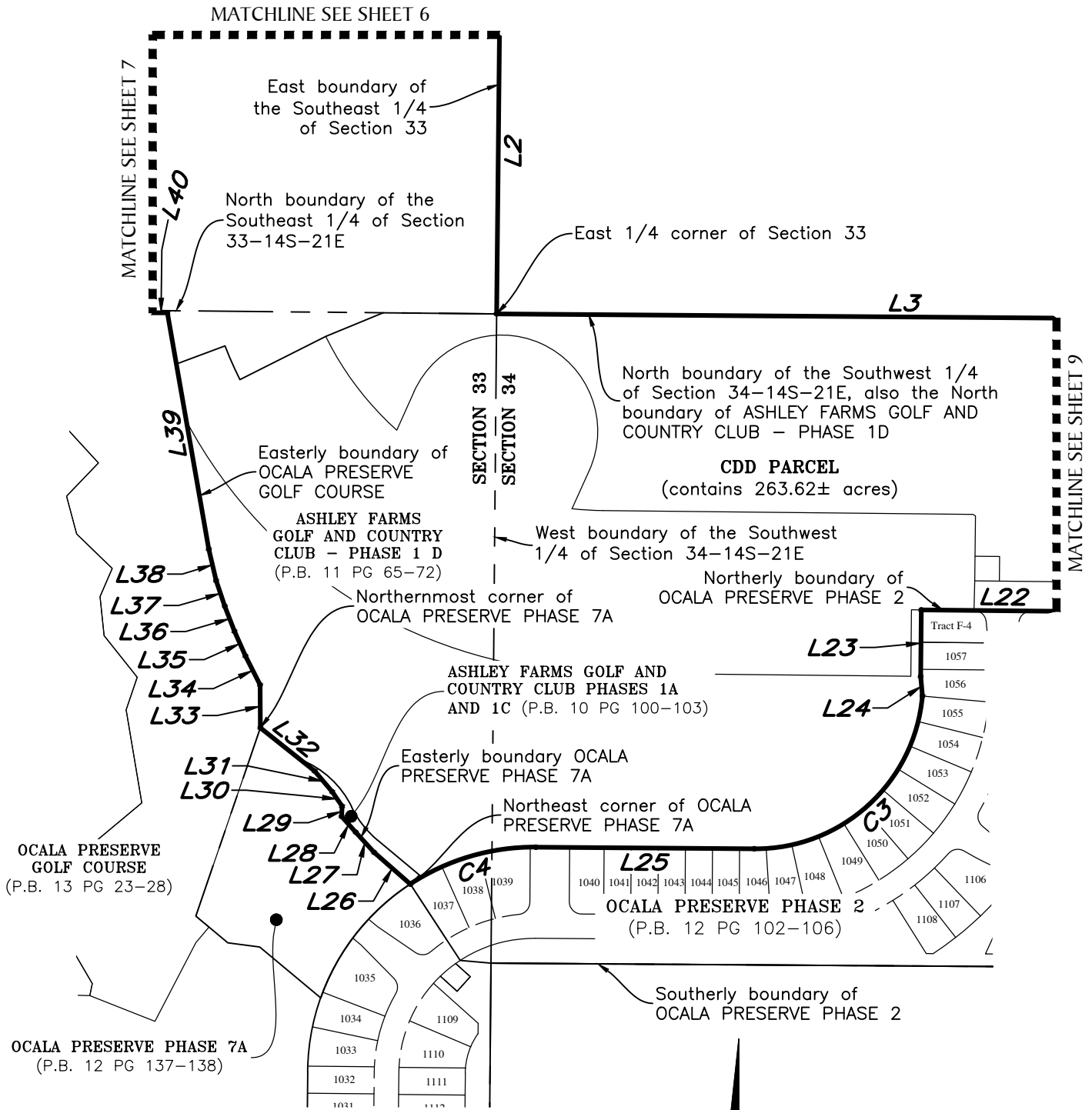


213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768

**GeoPoint**  
Surveying, Inc.

# Description Sketch

(Not A Survey)

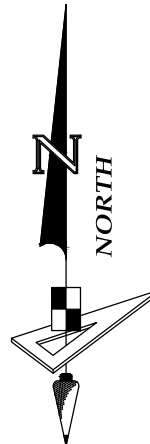


## LEGEND

P.B. ----- Plat Book  
Pg(s). ----- Page(s)



SCALE: 1" = 300'



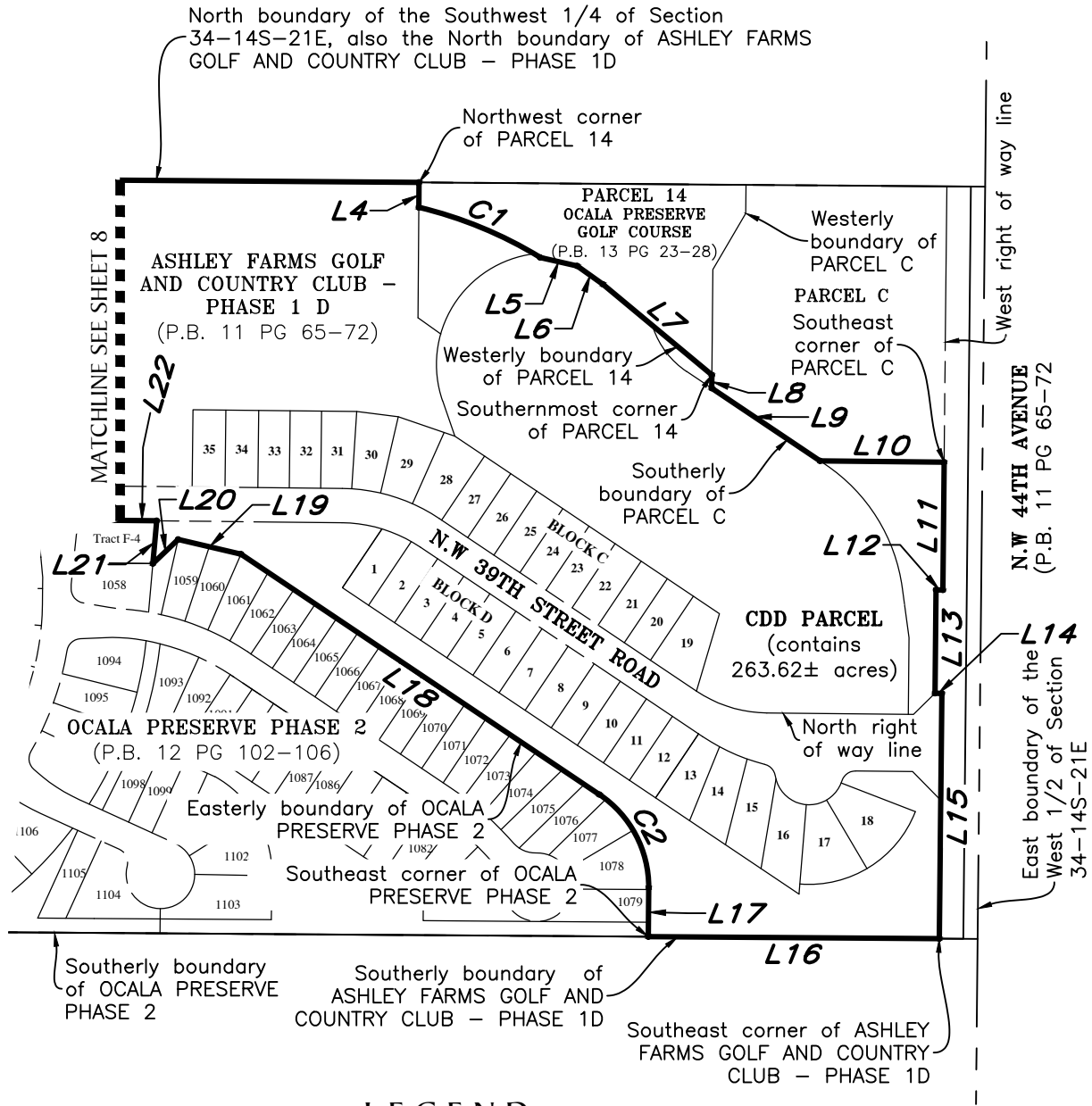
213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768

**GeoPoint**  
Surveying, Inc.



# Description Sketch

(Not A Survey)



# Description Sketch

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	S 00°34'58" W	1294.11'
L2	S 00°35'14" W	1323.58'
L3	S 89°34'09" E	1659.73'
L4	S 00°26'18" W	43.83'
L5	S 77°04'51" E	66.46'
L6	S 54°39'12" E	55.64'
L7	S 50°12'35" E	247.59'
L8	S 00°35'32" W	23.40'
L9	S 56°07'46" E	228.27'
L10	S 89°24'30" E	217.23'
L11	S 00°34'11" W	223.66'
L12	N 89°25'49" W	12.00'
L13	S 00°34'11" W	181.03'
L14	S 89°25'49" E	12.00'
L15	S 00°34'11" W	429.28'
L16	N 89°36'44" W	509.25'
L17	N 00°23'19" E	85.55'
L18	N 56°07'47" W	755.14'
L19	N 76°52'02" W	113.11'
L20	S 46°12'09" W	61.17'
L21	N 05°04'45" E	75.23'
L22	N 89°24'08" W	338.37'
L23	S 00°35'52" W	135.00'
L24	S 05°04'24" E	40.26'
L25	N 89°35'51" W	443.59'
L26	N 48°48'16" W	97.81'
L27	N 42°16'14" W	55.52'
L28	N 41°39'15" W	42.84'
L29	N 02°33'10" E	20.82'
L30	N 34°19'15" W	35.37'
L31	N 40°17'02" W	55.01'
L32	N 51°23'23" W	141.21'
L33	N 00°29'02" W	87.22'
L34	N 26°54'33" W	65.73'

LINE DATA TABLE		
NO.	BEARING	LENGTH
L35	N 23°53'39" W	54.78'
L36	N 21°09'11" W	54.78'
L37	N 18°24'43" W	54.78'
L38	N 13°14'43" W	65.70'
L39	N 09°56'12" W	487.25'
L40	S 89°59'12" W	113.67'
L41	N 43°31'16" W	174.14'
L42	N 00°00'48" W	53.73'
L43	N 34°16'24" W	68.49'
L44	N 59°26'14" W	136.04'
L45	N 00°00'02" W	30.00'
L46	S 89°59'58" W	720.00'
L47	S 00°00'02" E	352.65'
L48	S 89°59'58" W	60.00'
L49	S 00°00'02" E	12.37'
L50	S 86°25'49" W	38.29'
L51	N 53°05'42" W	40.34'
L52	N 36°54'18" E	250.89'
L53	N 32°45'52" E	75.12'
L54	N 23°26'39" E	76.22'
L55	N 17°18'35" E	23.26'
L56	N 11°57'23" E	63.58'
L57	N 03°57'34" E	66.09'
L58	N 01°19'30" W	143.47'
L59	N 31°03'04" W	59.91'
L60	N 35°58'37" W	26.79'
L61	N 36°01'42" W	55.42'
L62	N 35°00'43" W	49.28'
L63	N 29°17'59" W	59.09'
L64	N 23°39'08" W	51.73'
L65	N 18°01'13" W	51.73'
L66	N 12°07'28" W	59.06'
L67	N 06°43'46" W	49.25'
L68	N 02°00'28" W	49.30'

LINE DATA TABLE		
NO.	BEARING	LENGTH
L69	N 00°34'32" E	52.70'
L70	N 00°43'29" E	64.51'
L71	N 12°58'42" W	54.48'
L72	N 71°47'46" E	50.00'
L73	N 31°48'18" W	50.00'
L74	S 61°26'59" W	50.00'
L75	N 28°56'22" W	89.27'
L76	S 64°59'37" W	67.34'
L77	S 69°31'36" W	42.99'
L78	N 29°22'38" W	388.13'
L79	S 89°33'02" W	241.02'
L80	S 81°32'50" W	16.68'
L81	S 89°59'53" W	297.29'
L82	S 00°43'29" W	373.51'
L83	N 89°16'31" W	304.95'
L84	N 00°43'37" E	1714.86'
L85	S 89°34'14" E	1121.33'
L86	S 00°48'08" W	60.00'
L87	S 89°30'28" E	270.00'
L88	N 00°48'08" E	60.00'
L89	S 89°17'14" E	1263.21'
L90	S 00°34'13" W	372.01'
L91	S 89°34'16" E	1272.91'
L92	N 00°34'58" E	356.02'
L93	S 89°18'05" E	20.00'
L94	S 00°34'58" W	20.00'
L95	S 89°18'05" E	30.00'
L96	S 00°34'58" W	30.00'

213 Hobbs Street  
 Tampa, Florida 33619  
 Phone: (813) 248-8888  
 Licensed Business No.: LB 7768



**GeoPoint**  
 Surveying, Inc.

# Description Sketch

CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	735.00'	17°58'25"	230.57'	229.62'	S 67°35'17" E
C2	195.00'	56°31'05"	192.35'	184.65'	N 27°52'14" W
C3	340.00'	85°21'42"	506.55'	460.98'	S 47°43'19" W
C4	460.00'	33°34'32"	269.56'	265.72'	S 73°36'53" W
C5	25.00'	64°50'04"	28.29'	26.80'	S 32°25'00" W
C6	105.00'	33°06'05"	60.66'	59.82'	S 48°16'59" W
C7	25.00'	54°41'52"	23.87'	22.97'	S 59°04'53" W
C8	600.00'	28°17'36"	296.29'	293.29'	S 72°17'01" W
C9	1550.00'	19°43'48"	533.75'	531.11'	S 48°16'19" W
C10	25.00'	87°45'52"	38.29'	34.66'	S 82°17'21" W
C11	519.00'	9°44'25"	88.23'	88.12'	N 58°41'55" W
C12	231.00'	17°49'25"	71.86'	71.57'	N 54°39'25" W
C13	510.00'	7°21'00"	65.42'	65.38'	N 49°25'13" W
C14	1010.00'	5°00'39"	88.33'	88.30'	N 66°42'35" E
C15	25.00'	97°35'30"	42.58'	37.62'	S 67°00'00" E
C16	280.00'	3°25'41"	16.75'	16.75'	N 19°55'05" W
C17	25.00'	80°14'12"	35.01'	32.22'	N 18°29'10" E
C18	1010.00'	0°24'34"	7.22'	7.22'	N 58°23'59" E
C19	25.00'	92°40'04"	40.43'	36.17'	N 75°16'24" W

213 Hobbs Street  
 Tampa, Florida 33619  
 Phone: (813) 248-8888  
 Licensed Business No.: LB 7768



**GeoPoint**  
 Surveying, Inc.

**Ocala Preserve**  
**Community Development District**

**7A**

# LOCALiQ

The Gainesville Sun | The Ledger  
Daily Commercial | Ocala StarBanner  
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

## **PROOF OF PUBLICATION**

daphne gillyard  
Ocala Preserve CDD  
2300 Glades RD # 410W  
Boca Raton FL 33431-8556

STATE OF FLORIDA, COUNTY OF MARION

The Star Banner, a newspaper printed and published in the city of Ocala, and of general circulation in the County of Marion, State of Florida, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

08/09/2021, 08/16/2021

and that the fees charged are legal.  
Sworn to and subscribed before on 08/16/2021

\_\_\_\_\_  
Legal Clerk

*Kathleen Allen*  
\_\_\_\_\_  
Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$1724.80

Order No: 6142849

# of Copies:

Customer No: 585865

1

PO #:

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

KATHLEEN ALLEN  
Notary Public  
State of Wisconsin

**NOTICE OF SPECIAL MEETING OF THE BOARD OF SUPERVISORS OF THE OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

In accordance with Chapters 170, 190 and 197, Florida Statutes, the Ocala Preserve Community Development District's ("District") Board of Supervisors ("Board") hereby provides notice of the following public hearings and public meeting:

**PUBLIC HEARINGS AND MEETING**

DATE: Monday, August 30, 2021  
 TIME: 9:00 a.m.  
 LOCATION: The Club at Ocala Preserve  
 4221 NW 53rd Ave, Road  
 Ocala, Florida 34482

The purpose of the public hearing announced above is to consider the imposition of special assessment ("Special Assessment") on certain parcels of land located within the District and to consider the proposed bond secured by the District Assessment, the proposed bond secured by the District Assessment on parcels to finance certain public infrastructure improvements, including, but not limited to, stormwater management, water and sewer lines, drainage, irrigation, lighting and other infrastructure improvements together, "Project 2", on certain parcels within the District. The Project is described in more detail in the Engineer's Report for the Ocala Preserve Community Development District dated July 23, 2021. The District Assessments are proposed to be levied as one or more assessment liens and allocated to the identified parcels within various assessment areas, as set forth in the Master Special Assessment Methodology Report, dated July 23, 2021 ("Assessment Report"). At the conclusion of the public hearing, the Board will, by resolution, levy and impose assessments as finally approved by the Board. A special meeting of the District will also be held where the Board may consider any other business that may properly come before it.

The District is located entirely within Marion County, Florida, and consists of approximately 20,000 acres of land. The site is located west of NW 48th Avenue and north of NW 53rd Avenue and the Quail Meadow neighborhood. A geographic depiction of the District is shown below. All lands within the District are expected to be improved in accordance with the reports identified above.

A description of the property to be assessed and the amount to be assessed to each parcel or parcel of property may be ascertained at the "District Office" located at c/o Wehrle, Hunt and Associates, LLC, 2300 Shooker Road, Suite 410N, Boca Raton, Florida 33431 (877)707-9889. A copy of the agenda and other documents referenced herein may be obtained from the District Office.

**Proposed Debt Assessments**

The proposed Debt Assessments from the same are as follows:

Project Assessment Area/Product Types	ERU Factor	# Units / Acres	Proposed Debt Assessment / Total Par, Excludes Interest and Collection Costs/Discounts	Proposed Annual Debt Assessment / Total Annual Revenue (to be collected in 30 annual installments)*
Townhome/Villa 36'	0.72	136	\$15,045.14	\$1,188.00
Single Family 42'	0.80	149	\$16,716.63	\$1,330.04
Single Family 45'	0.90	31	\$18,806.43	\$1,485.07
Single Family 50'	1.00	500	\$20,896.03	\$1,650.08
Single Family 60'	1.20	160	\$25,075.24	\$1,980.10
		976		

\*The annual amounts stated herein include estimated collector costs and early payment discounts, which may fluctuate. The total revenue is not expected to exceed \$19,000,000, not including interest or collection costs. The assessments may be imposed in whole or in part, or in some instances in part, or may be paid in not more than 30 annual installments subject to the amount of the proposed improvements. The amount of assessments will be collected on the County tax roll by the Tax Collector. Alternatively, the District may choose to directly collect and enforce these assessments. The public hearing and meeting are open to the public and will be conducted in accordance with Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified in the record. There may be occasions when staff or board members may participate by speaker telephones. Any person requiring special accommodations because of a disability or physical impairment should contact the District 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 1-800-455-8771 (TDD) / 1-800-455-8770 (Voice) for aid in contacting the District Office.

Notice that all affected property owners have the right to appear and comment at the public hearing and meeting, and may also file written objections with the District Office within twenty (20) days of issuance of the notice. Each person who desires to appear at a public hearing or meeting should file a written notice of appearance with the District Office at least ten (10) days prior to the hearing or meeting. The person will need a record of proceedings and that accordingly, the person may need to ensure that a written record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

**RESOLUTION 2021-14**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS, REGARDING THE NATURE AND LOCATION OF THE PROPOSED IMPROVEMENTS, DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIME IN WHICH THE ASSESSMENTS ARE TO BE PAID; DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT ROLL AND A PRELIMINARY ASSESSMENT ROLL; AND ORDERING THE PUBLIC HEARING AND MEETING FOR PUBLICATION OF THE RESOLUTION, THE ASSESSMENT COLLIER, STATEMENT AND SPECIAL MEETING.**

**WHEREAS**, the Ocala Preserve Community Development District ("District") is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, the District is authorized by Chapter 190, Florida Statutes, to finance, fund, plan, install, establish, acquire, install, equip, operate, extend, contract, or reconstruct roads, sewers and water distribution systems, stormwater management and floodwater treatment, drainage, irrigation, and other facilities, construction and installation, street lighting and other infrastructure projects and services necessitated by the development of, and improvements within, the District; and

**WHEREAS**, the District hereby determines to undertake certain public works, including, but not limited to, stormwater management, water and sewer lines, drainage, irrigation, lighting, and other infrastructure improvements comprising the District's special assessment improvement plan ("Assessment Area") of the District, as described in the Engineer's Report for the Ocala Preserve Community Development District, dated July 23, 2021, which is attached hereto as **Exhibit A** and incorporated herein by reference; and

**WHEREAS**, it is in the best interest of the District to pay for all or a portion of the cost of the Project by the levy of special assessments ("Assessments") on the Assessment Area, using the methodology set forth in that Master Special Assessment Methodology Report dated July 23, 2021, which is attached hereto as **Exhibit B**, and incorporated herein by reference; and on file with the District Manager of c/o Wehrle, Hunt and Associates, LLC, 2300 Shooker Road, Suite 410N, Boca Raton, Florida 33431 (877)707-9889 ("District Revenue Office");

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT:**

**1. AUTHORITY FOR THIS RESOLUTION; INCORPORATION OF RESOLVE.** The Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapter 190, (Waste) (R), Florida Statutes. The Resolution is adopted upon incorporation, revision and as adopted by the Board as law and correct statement.

**2. DECLARATION OF ASSESSMENT.** The Board hereby declares that it has determined to make the Project and to defer all or a portion of the cost thereof to the Assessment.

**3. DESIGNATING THE NATURE AND LOCATION OF IMPROVEMENTS.** The nature and general location of, and plans and specifications for, the Project as described in **Exhibit A**, which is on file at the District Records Office, **Exhibit B** also on file and available for public inspection at the same location.

**4. DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIME IN WHICH THE ASSESSMENTS ARE TO BE PAID.**

- A. The total estimated cost of the Project is \$19,000,000 ("Estimated Cost").
- B. The Assessments will defray approximately \$19,000,000, which is the anticipated maximum par value of any bonds and which includes all or a portion of the Estimated Cost, as well as other financing related costs, as set forth in **Exhibit B**, and which is in addition to interest and collection costs. On an annual basis, the Assessments will defray no more than \$1,980,100 per year, equal as set forth in **Exhibit B**.
- C. The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, as may be modified by supplemental assessment resolutions. The Assessments will constitute a "master" lien, which may be imposed without further public hearing in one or more successive lien each accruing a series of bonds, and each is determined by supplemental assessment resolution. With respect to each lien securing a series of bonds, the special assessments shall be paid in not more than (30) thirty yearly installments. The special assessments may be payable at the same time and in the same manner as an addendum bond and collected pursuant to Chapter 197, Florida Statutes provided, however, that the senior lien on an addendum assessment method of collecting the Assessments not available to the District in any year, or determined by the District to be in its best interest, the Assessments may be collected as an alternative permitted by law, including but not limited to the direct bill, the addition of special assessments to any particular method, etc., or the tax roll or any other law, does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods to any given year regardless of local practice.

**5. DESIGNATING THE LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED.** The Assessments securing the Project shall be levied on the Assessment Area, as described in **Exhibit B**, and as further designated by the assessment bill hereafter provided for.

**6. ASSESSMENT ROLL.** Pursuant to Section 170.04, Florida Statutes, there is on file at the District Records Office, an assessment plan showing the area to be assessed (i.e., Assessment Area), with certain plans and specifications describing the Project and the estimated cost of the Project, all of which shall be open to inspection by the public.

**7. PRELIMINARY ASSESSMENT ROLL.** Pursuant to Section 170.04, Florida Statutes, the District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to each assessment equal each lot or parcel of land and the number of annual installments to which the assessment may be divided, which assessment will be hereby adopted and approved as the District's preliminary assessment roll.

**8. PUBLIC HEARINGS REQUIRED; DESIGNATION TO PROVIDE NOTICE OF THE HEARINGS.** Pursuant to Sections 170.07 and 197.30(2)(b), Florida Statutes, among other provisions of Florida law, there are hereby designated two public hearings to be held as follows:

**NOTICE OF PUBLIC HEARINGS**

DATE: Monday, August 30, 2021  
 TIME: 9:00 a.m.  
 LOCATION: The Club at Ocala Preserve  
 4221 NW 53rd Ave, Road  
 Ocala, Florida 34482

The purpose of the public hearing is to hear assessment and objections to the proposed special assessment program for District improvements as identified in the preliminary assessment roll, a copy of which is on file and as set forth in **Exhibit B**, interested parties may appear at that hearing to submit their comments in writing prior to the hearing of the District Records Office. Notice of said hearing shall be published in accordance with Chapter 170, 190 and 197, Florida Statutes, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation within the County (by two publications one week apart with the first publication of local parity) (20) days prior to the date of the hearing (as defined herein). The District Manager shall be a publisher of said notice with the District Secretary, with such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of the hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the area to be improved and notice that information concerning assessments may be ascertained at the District Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

**9. PUBLICATION OF RESOLUTION.** Pursuant to Section 170.06, Florida Statutes, the District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within the County and to provide such other notice as may be required by law or deemed in the best interests of the District.

**10. CONTINGENCY.** All resolutions shall remain in effect until rescinded or until the expiration of such term as specified and provided.

**11. SUPERSEDES.** Any resolution or part of a resolution of the resolution that is declared invalid or unconstitutional, the validity, force, or effect of any other resolution or part of a resolution of the resolution shall not thereby be affected or impaired unless it is specifically apparent that such other resolution or part of a resolution of the resolution is wholly or necessarily dependent upon the resolution or part of a resolution that is declared invalid or unconstitutional.

**12. EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

**PASSED AND ADOPTED** this 23rd day of July, 2021.

ATTEST: **OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT**  
 /s/ Craig Wehrle, Chairman  
 Secretary/Asst. Secretary

**Exhibit A:** Engineer's Report for the Ocala Preserve Community Development District, dated July 23, 2021  
**Exhibit B:** Master Special Assessment Methodology Report, dated July 23, 2021



**Ocala Preserve**  
**Community Development District**

**7B**

STATE OF FLORIDA            )  
COUNTY OF PALM BEACH    )

**AFFIDAVIT OF MAILING**

**BEFORE ME**, the undersigned authority, this day personally appeared Bruce Feagins, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I, Bruce Feagins, am employed by Wrathell, Hunt, and Associates, LLC, and, in the course of that employment, serve as Financial Analyst for the Ocala Preserve Community Development District.
3. Among other things, my duties include preparing and transmitting correspondence relating to the Ocala Preserve Community Development District.
4. I do hereby certify that on July 30, 2021, and in the regular course of business, I caused letters, in the forms attached hereto as **Exhibit A**, to be sent notifying affected landowner in the Ocala Preserve Community Development District of their rights under Chapters 170, 190 and 197, *Florida Statutes*, with respect to the District's anticipated imposition of assessments.
5. I have personal knowledge of having sent the letters to the addressees, and those records are kept in the course of the regular business activity for my office.

**FURTHER AFFIANT SAYETH NOT.**

*Bruce Feagins*

By: Bruce Feagins

**SWORN AND SUBSCRIBED** before me by means of  physical presence or  online notarization this 30th day of July 2021, by Bruce Feagins, for Wrathell, Hunt, and Associates, LLC, who  is personally known to me or  has provided \_\_\_\_\_ as identification, and who  did or  did not take an oath.



DAPHNE GILLYARD  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG327647  
Expires 8/20/2023

NOTARY PUBLIC

*Daphne Gillyard*  
Print Name: Daphne Gillyard  
Notary Public, State of Florida  
Commission No.: GG327647  
My Commission Expires: 8/20/2023

**EXHIBIT A:** Mailed Notice



U.S. Postal Service  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

7020 2450 0002 0734 1324

Certified Mail Fee

\$ \_\_\_\_\_  
Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$ \_\_\_\_\_  
 Return Receipt (electronic) \$ \_\_\_\_\_  
 Certified Mail Restricted Delivery \$ \_\_\_\_\_  
 Adult Signature Required \$ \_\_\_\_\_  
 Adult Signature Restricted Delivery \$ \_\_\_\_\_

Postage

\$ \_\_\_\_\_  
To \$ \_\_\_\_\_  
Si \$ \_\_\_\_\_  
Si \$ \_\_\_\_\_  
Ci \$ \_\_\_\_\_



FORESTAR USA REAL ESTATE  
GROUP, INC.  
4042 PARK OAKS BLVD, SUITE 300  
TAMPA, FL 33610

**Ocala Preserve Community Development District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W•Boca Raton, Florida 33431**  
**Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013**

**Via First Class U.S. Mail and Email**

July 30, 2021

FORESTAR USA REAL ESTATE GROUP, INC.  
4042 Park Oaks Boulevard, Suite 300  
Tampa, FL 33610

**Property Description: See Exhibit 1**

**RE:    *Ocala Preserve Community Development District (“District”)***  
***Notice of Hearings on Debt Assessments***  
***See attached Legal Description***

Dear Property Owner:

In accordance with Chapters 170, 190 and 197, Florida Statutes, the District’s Board of Supervisors (“**Board**”) hereby provides notice of the following public hearings, and public meeting:

**PUBLIC HEARINGS AND MEETING**

DATE:	Monday, August 30, 2021
TIME:	9:00 a.m.
LOCATION:	The Club at Ocala Preserve 4021 NW 53 <sup>rd</sup> Ave. Road Ocala, Florida 34482

The purpose of the public hearings announced above is to consider the imposition of special assessments (“**Debt Assessments**”), and adoption of assessment rolls to secure proposed bonds, on benefited lands within the District, and, to provide for the levy, collection and enforcement of the Debt Assessments. The proposed bonds secured by the Debt Assessments are intended to finance certain public infrastructure improvements, including, but not limited to, stormwater management, water and sewer utilities, landscape, irrigation, lighting, and other infrastructure improvements (together, “**Project**”), benefitting certain lands within the District. The Project is described in more detail in the *Engineer’s Report for the Ocala Preserve Community Development District*, dated July 23, 2021. The Debt Assessments are proposed to be levied as one or more assessment liens and allocated to the benefitted lands within various assessment areas, as set forth in the *Master Special Assessment Methodology Report*, dated July 23, 2021 (“**Assessment Report**”). At the conclusion of the public hearings, the Board will, by resolution, levy and impose assessments as finally approved by the Board. A special meeting of the District will also be held where the Board may consider any other business that may properly come before it.

The District is located entirely within Marion County, Florida, and consists of approximately 263.620 acres of land. The site is located west of NW 44<sup>th</sup> Avenue and north of NW Blitchton Road and the Quail Meadows neighborhood. All lands within the District are expected to be improved in accordance with the reports identified above. A geographic description of the property to be assessed and the amount to be

assessed to each piece or parcel of property may be ascertained at the “**District’s Office**” located at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (877)276-0889. Also, a copy of the agendas and other documents referenced herein may be obtained from the District Office.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District 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 Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you have any questions, please do not hesitate to contact the District Office.

Sincerely,



Craig Wrathell  
District Manager

Enclosures

Exhibit 1: Legal Description

Exhibit 2: *Engineer’s Report*, dated July 23, 2021

Exhibit 3: *Master Special Assessment Methodology Report*, dated July 23, 2021

**EXHIBIT A**

**Summary of Proposed Debt Assessments**

1. **Proposed Debt Assessments and Total Revenue.** The proposed Debt Assessments and total revenue from the same are as follows:

2.

<b>Project Assessment Area Product Types</b>	<b>ERU Factor</b>	<b># Units / Acres</b>	<b>Proposed Debt Assessment / Total Par, Excludes Interest and Collection Costs/Discounts</b>	<b>Proposed Annual Debt Assessment / Total Annual Revenue (to be collected in 30 annual installments)*</b>
Townhome/Villa 36'	0.72	136	\$15,045.14	\$1,188.06/\$35,641.74
Single Family 40'	0.80	149	\$16,716.83	\$1,320.06/\$39,601.93
Single Family 45'	0.90	31	\$18,806.43	\$1,485.07/\$44,552.17
Single Family 50'	1.00	500	\$20,896.03	\$1,650.08/\$49,502.41
Single Family 60'	1.20	160	\$25,075.24	\$1,980.10/\$59,402.90
		976		

\*The annual amounts stated herein include estimated collection costs and early payment discounts, which may fluctuate.

\*\*The total revenue is not expected to exceed \$19,580,000, not including interest or collection costs.

3. **Unit of Measurement.** As described in the Assessment Report, the Debt Assessments levied within the District will be initially allocated on an equal per gross acre basis. Then, as lands are platted, the Debt Assessments will be assigned on a first-platted, first-assigned, Equivalent Residential Unit (“ERU”) basis.

4. **Schedule of Debt Assessments.** For each bond issuance, the Debt Assessments are expected to be collected over a period of no more than 30 years subsequent to the issuance of debt, and any capitalized interest period, to finance the improvements.

5. **Collection.** The Debt Assessments constitute a lien against benefitted property located within the District just as do each year’s property taxes. For the Debt Assessments, the District may elect to have the County Tax Collector collect the assessments, or alternatively may collect the assessments by sending out an annual bill. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year’s county tax bill. IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE. The District’s decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

**Ocala Preserve**  
**Community Development District**

**7C**

ENGINEER'S REPORT  
FOR THE  
OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT

PREPARED FOR:

BOARD OF SUPERVISORS  
OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:

Waldrop Engineering, P.A.  
2600 Maitland Center Parkway  
Maitland, FL 32751

July 23, 2021

# OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT

## ENGINEER'S REPORT

### 1. INTRODUCTION

The purpose of this report is to provide a description of the capital improvement plan (“CIP”) and estimated costs of the CIP, for the Ocala Preserve Community Development District (“District”).

### 2. GENERAL SITE DESCRIPTION

The District is located entirely within Marion County, Florida, and consists of approximately 263.62 acres of land. The site is located west of NW 44<sup>th</sup> Avenue and north of NW Blitchton Road and the Quail Meadows neighborhood. **Exhibit A** attached hereto shows the boundaries of the District.

The District is part of a larger, gated development that includes an existing residential neighborhood that was originally developed by Shea Homes.

The District portion of the development is comprised of six (6) parcels in varying stages of development. Following is a brief summary of the current state of each parcel:

- Parcel 3: Platted and developed with 35 vacant single-family residential lots. Improvements in place consist of roadways, curbs, drainage structures and pipes, potable water mains, sanitary gravity mains and manholes, one lift station, and two (2) stormwater management pond tracts.
- Parcel 8: Raw land.
- Parcel 10: Raw land.
- Parcel 11: Constructed and platted with 118 vacant single-family residential lots. Improvements in place consist of roadways, curbs, drainage structures and pipes, potable water mains, sanitary gravity mains and manholes, one lift station, and four (4) stormwater management pond tracts.
- Parcel 12: Raw land.
- Parcel 13: Raw land, under construction.

### 3. PROPOSED CIP

The CIP is intended to provide public infrastructure improvements for the lands within the District, which are planned for 976 residential units.

The proposed site plan for the District is attached as **Exhibit B** to this report, and the plan enumerates the proposed lot count, by type, for the District. The following charts show the planned product types and land uses for the District:

**Table 1**

Parcel	CDD Lot Types					Total
	TV 36.1'	40'	45'	50'	60'	
3	0	0	0	35	0	35
8	52	85	0	81	14	232
10	0	42	0	169	53	264
11	0	0	1	79	38	118
12	0	0	30	89	40	159
13	84	22	0	47	15	168
Total	136	149	31	500	160	976

**Table 2**

Land Use table	
Description	Area (ac)
Open Space	34.34
Road Right-of-Way	39.83
DRA (Ponds)	59.31
Landscape Buffers	6.38
Residential Lots	123.32
Lift Station Tract	0.44
Total	263.62

The CIP infrastructure includes:

**Roadway Improvements:**

Because the community is gated, the developer will finance all or portions of the internal roads, and convey them to a homeowner's association for ownership, operation and maintenance. As such, the subdivision roads within the District are not part of the CIP. That said, all private roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, striping and signage and sidewalks within rights-of-way abutting non-lot lands. Sidewalks abutting lots will be constructed by the homebuilders. All roads will be designed in accordance with County standards.

**Stormwater Management System:**

The stormwater collection and outfall system are a combination of roadway curbs, curb inlets, pipe, control structures and open dry ponds designed to treat and attenuate stormwater runoff from District lands. The stormwater system within the project retains the 100-year/24hour storm event and will not discharge offsite. The stormwater system will be designed consistent with the criteria established by the Southwest Florida Water Management District and Marion County for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system.

NOTE: No private earthwork is included in the CIP. Accordingly, the District will not fund any costs of mass grading of lots.



### **Water and Sewer/Wastewater Utilities:**

As part of the CIP, the District intends to construct and/or acquire water and sewer/wastewater infrastructure. In particular, the on-site water supply improvements include water mains that will be located within right-of-ways and used for potable water service and fire protection. Water main connections will be made at NW 57<sup>th</sup> Avenue and NW 43<sup>rd</sup> Lane Road from the existing Phase 9, NW 39<sup>th</sup> Street Road in the existing Phase 3, NW 35<sup>th</sup> Place Road in the existing Phase 2, the existing NW 53<sup>rd</sup> Avenue Road, and to the future NW 49<sup>th</sup> Street extension.

Sewer and wastewater improvements for the project will include an onsite 8" diameter gravity collection system, and onsite 6" forcemain and onsite lift stations. The offsite forcemain connection will be made at NW 53<sup>rd</sup> Avenue Road.

All of the foregoing utilities systems will be completed by the District and then dedicated to the County for operation and maintenance.

There are no impact fee credits associated with the construction of any of the utilities.

### **Hardscape, Landscape, and Irrigation:**

Again, and because the community is gated, the developer will construct and/or install landscaping, irrigation and hardscaping within any common areas and right-of-ways. The irrigation system will consist of a series of master meters provided from the potable water system. Moreover, hardscaping will consist of entry features at the existing entrance from NW 44<sup>th</sup> Avenue and the connection to the future NW 49<sup>th</sup> Street extension.

The County has distinct design criteria requirements for planting and irrigation design. Therefore, this project will at a minimum meet those requirements but in most cases exceed the requirements with enhancements for the benefit of the community.

All such landscaping, irrigation and hardscaping will be owned, maintained and funded by a homeowner's association.

### **Street Lights / Undergrounding of Electrical Utility Lines**

Street lights are anticipated to be leased by the homeowner's association and from the Ocala Electric Department.

The CIP does however include the undergrounding of electrical utility lines within right-of-way utility easements throughout the community. Any lines and transformers located in such areas would be owned by Ocala Electric and not paid for by the District as part of the CIP.

### **Recreational Amenities:**

The developer also intends to construct certain amenities, parks and other common areas for the benefit of the community. These improvements will be funded by the developer and turned over to a homeowners' association for ownership, operation and maintenance. All such improvements are considered common elements for the benefit of the District landowners.

### **Environmental Conservation/Mitigation**

There are no forested and herbaceous wetlands located within the proposed project boundary; therefore, no mitigation is required for wetland impacts.

### **Land Acquisition**

As part of the CIP, the District will acquire approximately 59.31 acres of uplands necessary for the development of the District's stormwater system. The cost figures presented herein are estimated, but final costs will be the lesser of the developer's cost basis in the land, or the appraised value of the land. The cost figures are taken from the developer's land acquisition price of \$52,637 per acre.

### **Professional Services**

The CIP also includes various professional services. These include: (i) engineering, surveying and architectural fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

### **Off-Site Improvements**

The project will be connected to the existing entrance from NW 44<sup>th</sup> Avenue and the future NW 49<sup>th</sup> Street extension. The future NW 49<sup>th</sup> Street extension will be constructed by Marion County. Therefore, no offsite improvements are proposed for this project.

There are no impact fee credits associated with the construction of any of the off-site improvements.

As noted, the District's CIP functions as a system of improvements benefitting all lands within the District. All of the foregoing improvements are required by applicable development approvals.

The following table shows who will finance, own and operate the various improvements of the CIP:

**TABLE 3**

<u>Facility Description</u>	<u>Financing</u>	<u>O&amp;M Entity</u>
Roadways/Curbing	Developer	HOA
Stormwater Management	CDD	CDD
Utilities (Water, Sewer, Natural Gas)	CDD	County
Hardscape/Landscape/Irrigation	Developer	HOA
Street Lighting	n/a	HOA
Undergrounding of Conduit	CDD	County
Recreational Amenities	Developer	HOA

#### 4. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the CIP have either been obtained or are currently under review by respective governmental authorities, and include the following:

**Table 4**

Agency	Permit Description	Permit Status
Marion County	PUD Master Plan (Entire Project)	Approved
Marion County	Phase 3 Preliminary Plat	Approved
Marion County	Phase 3 Improvement Plan	Approved
Marion County	Phase 11 Preliminary Plat	Approved
Marion County	Phase 11 Improvement Plan	Approved
Marion County	Phase 13 Preliminary Plat	Approved
Marion County	Phase 13 Improvement Plan	Approved
Marion County	Phase 8 Preliminary Plat	Under Review
Marion County	Phase 8 Improvement Plan	Under Review
Marion County	Phase 12 Preliminary Plat	To be submitted
Marion County	Phase 12 Improvement Plan	To be submitted
Marion County	Phase 10 Preliminary Plat	To be submitted
Marion County	Phase 10 Improvement Plan	To be submitted
SWFWMD	Phase 3 ERP	Approved
SWFWMD	Phase 11 ERP	Approved
SWFWMD	Phase 13 ERP	Approved
SWFWMD	Phase 8 ERP	Under Review
SWFWMD	Phase 12 ERP	To be submitted
SWFWMD	Phase 10 ERP	To be submitted
FDEP	Phase 3 Water	Approved
FDEP	Phase 3 Wastewater	Approved
FDEP	Phase 11 Water	Approved
FDEP	Phase 11 Wastewater	Approved
FDEP	Phase 13 Water	Approved
FDEP	Phase 13 Wastewater	Approved
FDEP	Phase 8 Water	To be submitted
FDEP	Phase 8 Wastewater	To be submitted
FDEP	Phase 12 Water	To be submitted
FDEP	Phase 12 Wastewater	To be submitted
FDEP	Phase 10 Water	To be submitted
FDEP	Phase 10 Wastewater	To be submitted

## 5. OPINION OF PROBABLE CONSTRUCTION COSTS

Table 5 show below presents, among other things, the Opinion of Probable Cost for the CIP. It is our professional opinion that the costs set forth in Table 5 are reasonable and consistent with market pricing, both for the CIP.

**TABLE 5**

<u>Facility Description</u>	<u>TOTAL CIP</u>
Land Acquisition	\$3,121,900
Stormwater Management	\$3,160,074
Utilities (Water, Sewer, Natural Gas)	\$4,697,838
Undergrounding of Conduit	\$600,000
Professional Services	\$1,058,750
Contingency (20%)	\$2,527,712
<b>TOTAL</b>	<b>\$15,166,275</b>

\* The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.

## 6. CONCLUSIONS

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

- the estimated cost to the CIP as set forth herein is reasonable based on prices currently being experienced in Marion County, Florida, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- All of the improvements comprising the CIP are required by applicable development approvals;
- The CIP is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course;
- The reasonably expected economic life of the CIP is anticipated to be at least 20+ years;
- The assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs; and
- The CIP will function as a system of improvements benefitting all lands within the District.

The professional service for establishing the Construction Cost Estimate is consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

The CIP will be owned by the District or other governmental units and such CIP is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the CIP is or will be located on lands owned or to be owned by the District or another governmental entity or on public easements in favor of the District or other governmental entity. The CIP, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. Regarding any fill generated by construction of the CIP, and that is not used as part of the CIP, such fill will only be placed on-site where the cost of doing so is less expensive than hauling such fill off-site.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

---

Damon M. Parrish, P.E.      Date \_\_\_\_\_

FL License No. 73145

**Ocala Preserve**  
**Community Development District**

**7D**

# Ocala Preserve Community Development District

## Master Special Assessment Methodology Report

July 23, 2021



Provided by:

**Wrathell, Hunt and Associates, LLC**  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431  
Phone: 561-571-0010  
Fax: 561-571-0013  
Website: [www.whhassociates.com](http://www.whhassociates.com)



## Table of Contents

<b>1.0</b>	<b>Introduction</b>	
1.1	Purpose .....	1
1.2	Scope of the Report .....	1
1.3	Special Benefits and General Benefits .....	1
1.4	Organization of the Report .....	2
<b>2.0</b>	<b>Development Program</b>	
2.1	Overview .....	2
2.2	The Development Program .....	3
<b>3.0</b>	<b>The Capital Improvement Program</b>	
3.1	Overview .....	3
3.2	Capital Improvement Program .....	3
<b>4.0</b>	<b>Financing Program</b>	
4.1	Overview .....	4
4.2	Types of Bonds Proposed .....	4
<b>5.0</b>	<b>Assessment Methodology</b>	
5.1	Overview .....	5
5.2	Benefit Allocation .....	5
5.3	Assigning Bond Assessment .....	7
5.4	Lienability Test: Special and Peculiar Benefit to the Property .....	7
5.5	Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay .....	8
5.6	True-Up Mechanism .....	8
5.7	Assessment Roll .....	10
<b>6.0</b>	<b>Additional Stipulations</b>	
6.1	Overview .....	10
<b>7.0</b>	<b>Appendix</b>	
	Table 1 .....	11
	Table 2 .....	11
	Table 3 .....	12
	Table 4 .....	12
	Table 5 .....	13

## **1.0 Introduction**

### **1.1 Purpose**

This Master Special Assessment Methodology Report (the “Report”) was developed to provide a master financing plan and a master special assessment methodology for the Ocala Preserve Community Development District (the “District”), located in Marion County, Florida, as related to funding the costs of the acquisition and construction of public infrastructure improvements contemplated to be provided by the District.

### **1.2 Scope of the Report**

This Report presents projections for financing the District’s public infrastructure improvements (the “Capital Improvement Program”) as described in the Engineer’s Report of Waldrop Engineering, P.A. dated July 23, 2021 (the “Engineer’s Report”), as well as describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of the Capital Improvement Program.

### **1.3 Special Benefits and General Benefits**

Improvements undertaken and funded by the District as part of the Capital Improvement Program create special and peculiar benefits, different in kind and degree than general benefits, for properties within its borders as well as general benefits to the public at large. However, as discussed within this Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District’s Capital Improvement Program enables properties within its boundaries to be developed.

There is no doubt that the general public, property owners, and property outside the District will benefit from the provision of the Capital Improvement Program. However, these benefits are only incidental since the Capital Improvement Program is designed solely to provide special benefits peculiar to property within the District. Properties outside the District are not directly served by the Capital Improvement Program and do not depend upon the Capital Improvement Program to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special

benefits which District properties receive compared to those lying outside of the District's boundaries.

The Capital Improvement Program will provide infrastructure and improvements which are all necessary in order to make the lands within the District developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the District to increase by more than the sum of the financed cost of the individual components of the Capital Improvement Program. Even though the exact value of the benefits provided by the Capital Improvement Program is hard to estimate at this point, it is without doubt greater than the costs associated with providing same.

#### **1.4 Organization of the Report**

*Section Two* describes the development program as proposed by the Developer, as defined below.

*Section Three* provides a summary of the Capital Improvement Program as determined by the District Engineer.

*Section Four* discusses the current financing program for the District.

*Section Five* discusses the special assessment methodology for the District.

### **2.0 Development Program**

#### **2.1 Overview**

The District serves the Ocala Preserve development (the "Development" or "Ocala Preserve"), a master planned, residential development located in Marion County, Florida. The land within the District currently consists of approximately 263.62 +/- acres and is generally located to the north of the NW Blitchton Road and the Quail Meadows neighborhood and west of NW 44<sup>th</sup> Avenue.

## **2.2 The Development Program**

The development of Ocala Preserve is anticipated to be conducted by the Forestar USA Real Estate Group, Inc. or its associates (the “Developer”). Based upon the information provided by the Developer, the current development plan envisions a total of 976 residential units developed in multiple phases, although land use types and unit numbers may change throughout the development period. Table 1 in the *Appendix* illustrates the development plan for the District.

## **3.0 The Capital Improvement Program**

### **3.1 Overview**

The public infrastructure costs to be funded by the District are described by the District Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

### **3.2 Capital Improvement Program**

The Capital Improvement Program needed to serve the Development is projected to consist of stormwater management facilities, utilities, and undergrounding of conduit as set forth in more detail in the Engineer's Report.

The infrastructure included in the Capital Improvement Program will comprise an interrelated system of improvements, which means that all of the improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another. At the time of this writing, the total costs of the Capital Improvement Program are estimated at \$15,166,274. Table 2 in the *Appendix A* illustrates the specific components of the Capital Improvement Program and their costs.

## 4.0 Financing Program

### 4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the District. Generally, construction of public improvements is either funded by the Developer and then acquired by the District or funded directly by the District. The choice of the exact mechanism for providing public infrastructure has not yet been made at the time of this writing, and the District may either acquire the public infrastructure from the Developer or construct it, or even partly acquire it and partly construct it.

Even though the actual financing plan may change to include multiple series of bonds, it is likely that in order to fully fund the costs of the Capital Improvement Program as described in *Section 3.2* in one financing transaction, the District would have to issue approximately \$19,580,000 in par amount of special assessment bonds (the "Bonds").

**Please note that the purpose of this Report is to allocate the benefit of the Capital Improvement Program to the various land uses in the District and based on such benefit allocation to apportion the maximum debt necessary to fund the Capital Improvement Program. The discussion of the structure and size of the indebtedness is based on various estimates and is subject to change.**

### 4.2 Types of Bonds Proposed

The proposed financing plan for the District provides for the issuance of the Bonds in the principal amount of \$19,580,000 to finance Capital Improvement Program costs at \$15,166,274. The Bonds as projected under this master financing plan would be structured to be amortized in 30 annual installments following a 24-month capitalized interest period. Interest payments on the Bonds would be made every May 1 and November 1, and principal payments on the Bonds would be made every November 1.

In order to finance the improvement costs, the District would need to borrow more funds and incur indebtedness in the total amount of \$19,580,000. The difference is comprised of debt service reserve, capitalized interest, and costs of issuance, including the

underwriter's discount. Preliminary sources and uses of funding for the Bonds are presented in Table 3 in the *Appendix*.

**Please note that the structure of the Bonds as presented in this Report is preliminary and may change due to changes in the development program, market conditions, timing of infrastructure installation as well as for other reasons. The District maintains complete flexibility as to the structure of the Bonds and reserves the right to modify it as necessary.**

## **5.0 Assessment Methodology**

### **5.1 Overview**

The issuance of the Bonds provides the District with funds necessary to construct/acquire the infrastructure improvements which are part of the Capital Improvement Program outlined in *Section 3.2* and described in more detail by the District Engineer in the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to properties within the boundaries of the District. General benefits accrue to areas outside the District, and being only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing properties that derive special and peculiar benefits from the Capital Improvement Program. All properties that receive special benefits from the Capital Improvement Program will be assessed for their fair share of the debt issued in order to finance the Capital Improvement Program.

### **5.2 Benefit Allocation**

The current development plan for the District envisions the development of a total of 976 residential units developed in multiple phases, although unit numbers and land use types may change throughout the development period.

The public infrastructure included in the Capital Improvement Program will comprise an interrelated system of improvements, which means that all of the improvements will serve the entire District and such public improvements will be interrelated such that they will reinforce each other and their combined benefit will be greater than the sum of their individual benefits. All of the land uses within the District will benefit from each infrastructure improvement category, as the improvements provide basic infrastructure to all land within

the District and benefit all land within the District as an integrated system of improvements.

As stated previously, the public infrastructure improvements included in the Capital Improvement Program have a logical connection to the special and peculiar benefits received by the land within the District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within the District, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the cost of, or the actual non-ad valorem assessment amount levied on that parcel.

The proposed Development plan is expected to encompass 976 residential units. This Report proposes to allocate the benefit associated with the Capital Improvement Program to the different product types proposed to be developed within the District in proportion to their density of development and intensity of use of infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the product types contemplated to be developed within the District based on the densities of development and the intensities of use of infrastructure, total ERU counts for each product type, and the share of the benefit received by each product type.

The rationale behind the different ERU weights is supported by the fact that generally and on average products with smaller lot sizes will use and benefit from the improvements which are part of the Capital Improvement Program less than products with larger lot sizes. For instance, generally and on average products with smaller lot sizes will produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than products with larger lot sizes. Additionally, the value of the products with larger lot sizes is likely to appreciate by more in terms of dollars than that of the products with smaller lot sizes as a result of the implementation of the infrastructure improvements. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received from the District's public

infrastructure improvements that are part of the Capital Improvement Program.

Table 5 in the *Appendix* presents the apportionment of the assessment associated with the Bonds (the “Bond Assessment”) in accordance with the ERU benefit allocation method presented in Table 4. Table 5 also presents the annual levels of the Capital Improvement Program annual debt service assessments per unit.

### **5.3 Assigning Bond Assessment**

As the land in the District is not yet platted for its intended final use and the precise location of the residential units by lot or parcel is unknown, the Bond Assessment will initially be levied on all developable lands in the District on an equal pro-rata gross acre basis, thus the total bonded debt in the amount of \$19,580,000 will be preliminarily levied on approximately 263.62 +/- gross acres at a rate of \$74,273.58 per acre.

When the land is platted, the Bond Assessment will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 5 in the *Appendix*. Such allocation of Bond Assessment from unplatted gross acres to platted parcels will reduce the amount of Bond Assessment levied on unplatted gross acres within the District.

Further, to the extent that any parcel of land which has not been platted is sold to another developer or builder, the Bond Assessment will be assigned to such parcel at the time of the sale based upon the development rights associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Bond Assessment transferred at sale.

### **5.4 Lienability Test: Special and Peculiar Benefit to the Property**

As first discussed in *Section 1.3*, Special Benefits and General Benefits, improvements undertaken by the District create special and peculiar benefits to certain properties within the District. The District's improvements benefit assessable properties within the District and accrue to all such assessable properties on an ERU basis.

Improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement are:



- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums; and
- d. increased marketability and value of the property.

The improvements which are part of the Capital Improvement Program make the land in the District developable and saleable and when implemented jointly as parts of the Capital Improvement Program, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

#### **5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay**

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

The apportionment of the assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the District according to reasonable estimates of the special and peculiar benefits derived from the Capital Improvement Program.

Accordingly, no acre or parcel of property within the District will be liened for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property.

## 5.6 True-Up Mechanism

The Assessment Methodology described herein is based on conceptual information obtained from the Developer prior to construction. As development occurs it is possible that the number of ERUs may change. The mechanism for maintaining the methodology over the changes is referred to as true-up.

This mechanism is to be utilized to ensure that the Bond Assessment on a per ERU basis never exceeds the initially allocated assessment as contemplated in the adopted assessment methodology. Bond Assessment per ERU preliminarily equals \$20,896.03 (\$19,580,000 in Bond Assessment divided by 937.02 ERUs) and may change based on the final bond sizing. If such changes occur, the Methodology is applied to the land based on the number of and type of units of particular land uses within each and every parcel as signified by the number of ERUs.

As the land in the District is platted, the Bond Assessment is assigned to platted parcels based on the figures in Table 5 in the *Appendix*. If as a result of platting and apportionment of the Bond Assessment to the platted parcels, the Bond Assessment per ERU for land that remains unplatted remains equal to \$20,896.03, then no true-up adjustment will be necessary.

If as a result of platting and apportionment of the Bond Assessment to the platted parcels the Bond Assessment per ERU for land that remains unplatted equals less than \$20,896.03 (for instance as a result of a larger number of units) then the per ERU Bond Assessment for all parcels within the District will be lowered if that state persists at the conclusion of platting of all land within the District.

If, in contrast, as a result of platting and apportionment of the Bond Assessment to the platted parcels, the Bond Assessment per ERU for land that remains unplatted equals more than \$20,896.03 (for instance as a result of a smaller number of units), taking into account any future development plans for the unplatted lands – in the District's sole discretion and to the extent such future development plans are feasible, consistent with existing entitlements and governmental requirements, and reasonably expected to be implemented, then the difference in Bond Assessment plus accrued interest will be collected from the owner of the property which platting caused the increase of assessment per ERU to occur, in accordance with the assessment resolution and/or a true-up agreement to be

entered into between the District and the Developer, which will be binding on assignees.

The owner(s) of the property will be required to immediately remit to the Trustee for redemption a true-up payment equal to the difference between the actual Bond Assessment per ERU and \$20,896.03, multiplied by the actual number of ERUs plus accrued interest to the next succeeding interest payment date on the Bonds, unless such interest payment date occurs within 45 days of such true-up payment, in which case the accrued interest shall be paid to the following interest payment date (or such other time as set forth in the supplemental indenture for the applicable series of Bonds secured by the Bond Assessment).

In addition to platting of property within the District, any planned sale of an unplatted parcel to another builder or developer will cause the District to initiate a true-up test as described above to test whether the amount of the Bond Assessment per ERU for land that remains unplatted within the District remains equal to \$20,896.03. The test will be based upon the development rights as signified by the number of ERUs associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Bond Assessment transferred at sale.

## **5.7 Assessment Roll**

Based on the per gross acre assessment proposed in Section 5.2, the Bond Assessment of \$19,580,000 is proposed to be levied over the area described in Exhibit "A". Excluding any capitalized interest period, debt service assessment shall be paid in thirty (30) annual installments.

## **6.0 Additional Stipulations**

### **6.1 Overview**

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District's Capital Improvement Program. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation Methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of

this report. For additional information on the Bond structure and related items, please refer to the Offering Statement associated with this transaction.

**Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.**

## 7.0 Appendix

Table 1

### Ocala Preserve Community Development District

#### Development Plan

Product Type	Number of Units
Townhome/Villa 36'	136
Single Family 40'	149
Single Family 45'	31
Single Family 50'	500
Single Family 60'	160
<b>Total</b>	<b>976</b>

Table 2

### Ocala Preserve Community Development District

#### Project Costs

Improvement	Total Costs
Land Acquisition	\$3,121,900.00
Stormwater Management	\$3,160,074.00
Utilities (Water, Sewer, Natural Gas)	\$4,697,838.00
Undergrounding of Conduit	\$600,000.00
Professional Services	\$1,058,750.00
Contingency (20%)	\$2,527,712.00
<b>Total</b>	<b>\$15,166,274.00</b>

Table 3

# Ocala Preserve

## Community Development District

### Preliminary Sources and Uses of Funds

**Sources**

Bond Proceeds:	
Par Amount	\$19,580,000.00
<b>Total Sources</b>	<b>\$19,580,000.00</b>

**Uses**

Project Fund Deposits:	
Project Fund	\$15,166,274.00
Other Fund Deposits:	
Debt Service Reserve Fund	\$1,422,465.69
Capitalized Interest Fund	\$2,349,600.00
Delivery Date Expenses:	
Costs of Issuance	\$641,600.00
Rounding	\$60.31
<b>Total Uses</b>	<b>\$19,580,000.00</b>

Table 4

# Ocala Preserve

## Community Development District

### Benefit Allocation

Product Type	Number of Units	ERU Weight	Total ERU
Townhome/Villa 36'	136	0.72	97.92
Single Family 40'	149	0.80	119.20
Single Family 45'	31	0.90	27.90
Single Family 50'	500	1.00	500.00
Single Family 60'	160	1.20	192.00
<b>Total</b>	<b>976</b>		<b>937.02</b>

Table 5

# Ocala Preserve

## Community Development District

### Assessment Apportionment

Product Type	Number of Units	Total Cost Allocation*	Maximum Total Bond Assessment Apportionment	Maximum Bond Assessment Apportionment per Unit	Maximum Annual Bond Assessment Debt Service per Unit - paid in March**
Townhome/Villa 36'	136	\$1,584,898.45	\$2,046,139.46	\$15,045.14	\$1,188.06
Single Family 40'	149	\$1,929,329.00	\$2,490,807.03	\$16,716.83	\$1,320.06
Single Family 45'	31	\$451,579.52	\$582,999.30	\$18,806.43	\$1,485.07
Single Family 50'	500	\$8,092,822.99	\$10,448,016.05	\$20,896.03	\$1,650.08
Single Family 60'	160	\$3,107,644.03	\$4,012,038.16	\$25,075.24	\$1,980.10
<b>Total</b>	<b>976</b>	<b>\$15,166,274.00</b>	<b>\$19,580,000.00</b>		

\* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

\*\* Includes maximum allowable costs of collection of 4.00%, early payment discount and assumes payment in **March**

**Ocala Preserve**  
**Community Development District**

**7E**

**RESOLUTION 2021-32**

**A RESOLUTION MAKING CERTAIN FINDINGS; AUTHORIZING A CAPITAL IMPROVEMENT PLAN; ADOPTING AN ENGINEER’S REPORT; PROVIDING AN ESTIMATED COST OF IMPROVEMENTS; ADOPTING AN ASSESSMENT REPORT; EQUALIZING, APPROVING, CONFIRMING AND LEVYING DEBT ASSESSMENTS; ADDRESSING THE FINALIZATION OF SPECIAL ASSESSMENTS; ADDRESSING THE PAYMENT OF DEBT ASSESSMENTS AND THE METHOD OF COLLECTION; PROVIDING FOR THE ALLOCATION OF DEBT ASSESSMENTS AND TRUE-UP PAYMENTS; ADDRESSING GOVERNMENT PROPERTY, AND TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE AND FEDERAL GOVERNMENT; AUTHORIZING AN ASSESSMENT NOTICE; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, the Ocala Preserve Community Development District (“**District**”) is a local unit of special-purpose government existing under and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”); and

**WHEREAS**, the District has previously indicated its intention to construct certain types of improvements and to finance such improvements through the issuance of bonds, notes or other specific financing mechanisms, which bonds, notes or other specific financing mechanisms would be repaid by the imposition of special assessments on benefited property within the District; and

**WHEREAS**, the District’s Board of Supervisors (“**Board**”) has noticed and conducted a public hearing pursuant to Chapters 170, 190 and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such assessments, and now desires to adopt a resolution imposing and levying such assessments as set forth herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:**

1. **AUTHORITY.** This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*. The recitals stated above are incorporated herein; are adopted by the Board as true and correct statements; and are further declared to be findings made and determined by the Board.

2. **FINDINGS.** The Board further finds and determines as follows:

***The Capital Improvement Plan***

- a. The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, sewer and water distribution systems, stormwater management/earthwork improvements, landscape, irrigation and entry features, conservation and mitigation, street lighting and other infrastructure projects and services necessitated by the development of, and serving lands within, the District; and



- b. On July 23, 2021, and pursuant to Section 170.03, *Florida Statutes*, among other laws, the Board adopted Resolution 2021-26 (“**Declaring Resolution**”), and in doing so determined to undertake a capital improvement plan to install, plan, establish, construct or reconstruct, enlarge, equip, acquire, operate and/or maintain the District’s infrastructure improvements planned for the District’s capital improvement plan (“**Project**”); and
- c. The Project is described in the Declaring Resolution and the *Engineer’s Report* dated July 23, 2021 (“**Engineer’s Report**,” attached hereto as **Exhibit A** and incorporated herein by this reference), and the plans and specifications for the Project are on file in the offices of the District Manager at c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District Records Office**”); and

***The Debt Assessment Process***

- d. Also as part of the Declaring Resolution, the Board expressed an intention to issue bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Project, and further declared its intention to defray the whole or any part of the expense of the Project by levying special assessments (“**Debt Assessments**”) on specially benefited property within the District (“**Assessment Area**”); and
- e. The Declaring Resolution was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met; and
- f. As directed by the Declaring Resolution, said Declaring Resolution was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher’s affidavit of publication is on file with the Secretary of the District; and
- g. As directed by the Declaring Resolution, the Board caused to be made a preliminary assessment roll as required by Section 170.06, *Florida Statutes*; and
- h. As required by Section 170.07, *Florida Statutes*, and as part of the Declaring Resolution, the Board fixed the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein could appear before the Board and be heard as to (i) the propriety and advisability of making the improvements, (ii) the cost thereof, (iii) the manner of payment therefore, and (iv) the amount thereof to be assessed against each specially benefited property or parcel, and the Board further authorized publication of notice of such public hearing and individual mailed notice of such public hearing in accordance with Chapters 170, 190, and 197, *Florida Statutes*; and
- i. Notice of the scheduled public hearing was given by publication and also by mail as required by Sections 170.07 and 197.3632, *Florida Statutes*, and affidavits as to such publication and mailings are on file in the office of the Secretary of the District; and
- j. On July 23, 2021, and at the time and place specified in the Declaring Resolution, the Board conducted such public hearing and heard and considered all complaints and testimony as to the matters described above; the Board further met as an “Equalization

Board;” and the Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll; and

***Equalization Board Additional Findings***

- k. Having considered the estimated costs of the Project, the estimated financing costs and all comments and evidence presented at such public hearing, the Board further finds and determines that:
- i. It is necessary to the public health, safety and welfare and in the best interests of the District that: (1) the District provide the Project as set forth in the Engineer’s Report; (2) the cost of such Project be assessed against the lands specially benefited by such Project, and within the Assessment Area; and (3) the District issue bonds, notes or other specific financing mechanisms to provide funds for such purposes pending the receipt of such Debt Assessments; and
  - ii. The provision of said Project, the levying of the Debt Assessments, and the sale and issuance of such bonds, notes, or other specific financing mechanisms serve a proper, essential, and valid public purpose and are in the best interests of the District, its landowners and residents; and
  - iii. The estimated costs of the Project are as specified in the Engineer’s Report and Assessment Report (defined below), and the amount of such costs is reasonable and proper; and
  - iv. It is reasonable, proper, just and right to assess the cost of such Project against the properties specially benefited thereby in the Assessment Area, using the method determined by the Board and set forth in the *Master Special Assessment Methodology Report*, dated July 23, 2021 (“**Assessment Report**,” attached hereto as **Exhibit B** and incorporated herein by this reference), which results in the Debt Assessments set forth on the final assessment roll; and
  - v. The Project benefits all developable property within the Assessment Area; and
  - vi. Accordingly, the Debt Assessments as set forth in the Assessment Report constitute a special benefit to all parcels of real property listed on said final assessment roll, and the benefit, in the case of each such parcel, will be equal to or in excess of the Debt Assessments imposed thereon, as set forth in **Exhibit B**; and
  - vii. All developable property within the Assessment Area is deemed to be benefited by the Project, and the Debt Assessments will be allocated in accordance with the Assessment Report at **Exhibit B**; and
  - viii. The Debt Assessments are fairly and reasonably allocated across the benefitted property, as set forth in **Exhibit B**; and

- ix. It is in the best interests of the District that the Debt Assessments be paid and collected as herein provided; and
- x. In order to provide funds with which to pay the costs of the Project which are to be assessed against the benefited properties, pending the collection of the Debt Assessments, it is necessary for the District to issue revenue bonds, notes or other specific financing mechanisms, including refunding bonds (together, "**Bonds**").

3. **AUTHORIZATION FOR PROJECT; ADOPTION OF ENGINEER'S REPORT.** The Engineer's Report identifies and describes the infrastructure improvements to be financed in part with the Bonds, and sets forth the costs of the Project. The District hereby confirms that the Project serves a proper, essential, and valid public purpose. The use of the Engineer's Report in connection with the sale of the Bonds is hereby authorized, approved and ratified, and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

4. **ESTIMATED COST OF IMPROVEMENTS.** The total estimated costs of the Project and the costs to be paid by the Debt Assessments on all specially benefited property are set forth in **Exhibits A and B**, respectively, hereto.

5. **ADOPTION OF ASSESSMENT REPORT.** The Assessment Report setting forth the allocation of Debt Assessments to the benefitted lands within the Assessment Area is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Bonds.

6. **EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF DEBT ASSESSMENTS.** The Debt Assessments imposed on the parcels specially benefited by the Project within the Assessment Area, all as specified in the final assessment roll set forth in **Exhibit B**, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution, the lien of Debt Assessments as reflected in **Exhibit B**, attached hereto, shall be recorded by the Secretary of the District in the District's "**Improvement Lien Book.**" The Debt Assessments against each respective parcel shown on such final assessment roll and interest, costs, and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel, coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

- a. **Supplemental Assessment Resolutions for Bonds.** The lien for the Debt Assessments established hereunder shall be inchoate until the District issues Bonds. In connection with the issuance of any particular series of the Bonds, the District may adopt, without the need for further public hearing, a supplemental assessment resolution establishing specific Debt Assessments, in one or more separately enforceable Debt Assessment liens, securing such Bonds. Such subsequent resolutions shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed by this Resolution. Among other things, the supplemental assessment resolutions may provide for the issuance of multiple series of Bonds each secured by one or more different assessment areas within the Assessment Area.

- b. **Adjustments to Debt Assessments.** The District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary and in the best interests of the District, as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law.
- c. **Contributions.** In connection with the issuance of a series of the Bonds, the project developer may request that any related Debt Assessments be reduced for certain product types. To accomplish any such requested reduction, and pursuant to the terms of an applicable acquisition agreement, and this resolution, the developer will agree to provide a contribution of infrastructure, work product, or land based on appraised value, comprising a portion of the Project and to meet the minimum requirements set forth in the Assessment Report, if any. Any such contributions shall not be eligible for payment under the Bonds.
- d. **Impact Fee Credits.** The District may or may not be entitled to impact fee credits as a result of the development of the Project, based on applicable laws and/or agreements governing impact fee credits. Unless otherwise addressed by supplemental assessment resolution, the proceeds from any impact fee credits received may be used in the District's sole discretion as an offset for any acquisition of any portion of the Project (e.g., land based on appraised value, infrastructure and/or work product), for completion of the Project, or otherwise used against the outstanding indebtedness of any debt issuance that funded the improvement giving rise to the credits.

7. **FINALIZATION OF DEBT ASSESSMENTS.** When a project has been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to Section 170.08, *Florida Statutes*, the District shall credit to each Debt Assessment the difference, if any, between the Debt Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the applicable project. In making such credits, no credit shall be given for bond, note or other specific financing mechanism costs, capitalized interest, funded reserves or bond or other discounts. Such credits, if any, shall be entered in the Improvement Lien Book.

8. **PAYMENT OF DEBT ASSESSMENTS AND METHOD OF COLLECTION.**

- a. **Payment.** The Debt Assessments, as further set forth in each supplemental assessment resolution, and securing the issuance of each series of the Bonds, may be paid in not more than thirty (30) yearly installments of principal and interest – beginning upon the issuance of the particular series of the Bonds (and after taking into account any capitalized interest periods), provided, however, that the Board shall at any time make such adjustments by resolution, and at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District.

- b. **Prepayment.** Subject to the provisions of any supplemental assessment resolution, any owner of property subject to the Debt Assessments may, at its option, pre-pay the entire amount of the Debt Assessment any time, or a portion of the amount of the Debt Assessment up to two times, plus accrued interest to the next succeeding interest payment date (or the second succeeding interest payment date if such prepayment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indenture for the applicable series of bonds secured by the Debt Assessments in question)), attributable to the property subject to Debt Assessments owned by such owner. Prepayment of Debt Assessments does not entitle the property owner to any discounts for early payment. If authorized by a supplemental assessment resolution, the District may grant a discount equal to all or a part of the payee's proportionate share of the cost of the Project consisting of bond financing costs, such as capitalized interest, funded reserves, and bond discount included in the estimated cost of the Project, upon payment in full of any Debt Assessment during such period prior to the time such financing costs are incurred as may be specified by the District.
  
- c. **Uniform Method; Alternatives.** The District may elect to use the method of collecting Debt Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* ("Uniform Method"). The District has heretofore taken all required actions to comply with Sections 197.3632 and 197.3635, *Florida Statutes*. Such Debt Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its Debt Assessments is not available to the District in any year, or if determined by the District to be in its best interests, and subject to the terms of any applicable trust indenture, the Debt Assessments may be collected as is otherwise permitted by law. In particular, the District may, in its sole discretion, collect Debt Assessments by directly billing landowners and enforcing said collection in any manner authorized by law. Any prejudgment interest on delinquent assessments that are directly billed shall accrue at the applicable rate of any bonds or other debt instruments secured by the Debt Assessments. The decision to collect Debt Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Debt Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.
  
- d. **Uniform Method Agreements Authorized.** For each year the District uses the Uniform Method, the District shall enter into an agreement with the County Tax Collector who may notify each owner of a lot or parcel within the District of the amount of the special assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.
  
- e. **Re-amortization.** Any particular lien of the Debt Assessments shall be subject to re-amortization where the applicable series of Bonds is subject to re-amortization pursuant to the applicable trust indenture and where the context allows.

**9. ALLOCATION OF DEBT ASSESSMENTS; APPLICATION OF TRUE-UP PAYMENTS.**

- a. At such time as parcels of land, or portions thereof, are included in a plat or site plan, it shall be an express condition of the lien established by this Resolution that, prior to

County approval, any and all plats or site plans for any portion of the lands within the District, as the District's boundaries may be amended from time to time, shall be presented to the District Manager for review. As parcels of land, or portions thereof, are included in a plat or site plan, the District Manager shall review the plat or site plan and cause the Debt Assessments securing each series of Bonds to be reallocated to the units being included in the plat or site plan and the remaining property in accordance with **Exhibit B**, and cause such reallocation to be recorded in the District's Improvement Lien Book.

- b. Pursuant to the Assessment Report, attached hereto as **Exhibit B**, and which terms are incorporated herein, there may be required from time to time certain true-up payments. When a plat or site plan is presented to the District, the District Manager shall review the plat or site plan to determine whether, taking into account the plat or site plan, there is a net shortfall in the overall principal amount of assessments reasonably able to be assigned to benefitted lands within the Assessment Area. Such determination shall be made based on the language in this Resolution and/or the tests or other methods set forth in **Exhibit B** (if any), or any tests or methods set forth in a supplemental assessment resolution and corresponding assessment report. If the overall principal amount of assessments reasonably cannot be assigned, or is not reasonably expected to be assigned, as set forth in more detail in and subject to the terms of **Exhibit B** (or any supplemental resolution and report, as applicable), to the platted and site planned lands as well as the undeveloped lands, then a debt reduction payment ("**True-Up Payment**") in the amount of such shortfall shall become due and payable that tax year by the landowner(s) of record of the land subject to the proposed plat or site plan and of the remaining undeveloped lands, in addition to any regular assessment installment. The District's review shall be limited solely to this function and the enforcement of the lien established by this Resolution. In the event a True-Up Payment is due and unpaid, the lien established herein for the True-Up Payment amount shall remain in place until such time as the True-Up Payment is made. The District shall record all True-Up Payments in its Improvement Lien Book.
- c. In connection with any true-up determination, affected landowner(s) may request that such true-up determination be deferred because the remaining undeveloped lands are able to support the development of all of the originally planned units within the Assessment Area. To support the request, the affected landowner(s) shall provide the following evidence for the District's consideration: a) proof of the amount of entitlements remaining on the undeveloped lands within the Assessment Area, b) a revised overall development plan showing the number and type of units reasonably planned for the remainder of the development, c) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and d) documentation prepared by a licensed engineer that shows the feasibility of implementing the proposed development plan. Any deferment shall be in the District's reasonable discretion.
- d. The foregoing is based on the District's understanding that the community would be developed with the type and number of units set forth in **Exhibit B**, on the developable acres. However, more than the stated number of units may be developed. In no event shall the District collect Debt Assessments pursuant to this Resolution in excess of the

total debt service related to the Project, including all costs of financing and interest. The District recognizes that such things as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the true-up methodology to any assessment reallocation pursuant to this paragraph would result in Debt Assessments collected in excess of the District's total debt service obligations for the Project, the Board shall by resolution take appropriate action to equitably reallocate the Debt Assessments.

- e. As set forth in any supplemental assessment resolution and/or supplemental assessment report for a specific series of Bonds, the District may assign a specific debt service assessment lien comprising a portion of the Debt Assessments to an assessment area comprised of specific unplatted lands which are less than all of the unplatted lands in the Assessment Area, and, accordingly, any related true-up determinations may be limited to determining whether the planned units for such specified lands in the assessment area have been and/or will be developed.

**10. GOVERNMENT PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT.** Real property owned by units of local, state, and federal governments, or similarly exempt entities, shall not be subject to the Debt Assessments without specific consent thereto. If at any time, any real property on which Debt Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Debt Assessments thereon), or similarly exempt entity, all future unpaid Debt Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

**11. ASSESSMENT NOTICE.** The District's Secretary is hereby directed to record a general Notice of Assessments in the Official Records of Marion County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

**12. SEVERABILITY.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

**13. CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

**14. EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

**APPROVED AND ADOPTED THIS 30<sup>th</sup> DAY OF AUGUST, 2021.**

ATTEST:

**OCALA PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:**     *Engineer's Report, dated July 23, 2021*

**Exhibit B:**     *Master Special Assessment Methodology Report, dated July 23, 2021*



**Exhibit A:**      *Engineer's Report, dated July 23, 2021*

**Exhibit B:**      *Master Special Assessment Methodology Report, dated July 23, 2021*

# **Ocala Preserve**

## **COMMUNITY DEVELOPMENT DISTRICT**

**8**

## ACQUISITION AGREEMENT

**THIS ACQUISITION AGREEMENT (“Agreement”)** is made and entered into, by and between:

**Ocala Preserve Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Marion County, Florida, and whose mailing address is 2300 Glades Road #410w, Boca Raton, Florida 33431 (“**District**”); and

**Forestar (USA) Real Estate Group, Inc.**, a Delaware corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 12620 Telecom Drive, Tampa, Florida 33637 (“**Developer**”).

### RECITALS

**WHEREAS**, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, and acquiring certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

**WHEREAS**, the Developer is the primary owner of lands within the boundaries of the District; and

**WHEREAS**, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services known as the “**Project**” and as detailed in the *Engineer’s Report* dated July 23, 2021 (“**Engineer’s Report**”), attached to this Agreement as **Exhibit A**; and

**WHEREAS**, the District intends to finance all or a portion of the Project through the use of proceeds from future special assessment bonds (“**Bonds**”); and

**WHEREAS**, the District has not had sufficient monies on hand to allow the District to contract directly for: (i) the preparation of the surveys, testing, reports, drawings, plans, permits, specifications, and related documents necessary to complete the Project (“**Work Product**”); or (ii) construction and/or installation of the improvements comprising the Project (“**Improvements**”); and

**WHEREAS**, the District acknowledges the Developer’s need to commence development of the lands within the District in an expeditious and timely manner; and

**WHEREAS**, in order to avoid a delay in the commencement of the development of the Work Product and/or the Improvements, the Developer has advanced, funded, commenced, and completed and/or will complete certain of the Work Product and/or Improvements; and

**WHEREAS**, the Developer and the District are entering into this Agreement to set forth the process by which the District may acquire the Work Product, the Improvements, and any related real property interests ("**Real Property**") and in order to ensure the timely provision of the infrastructure and development.

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

**1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

**2. ADVANCED FUNDING.** [RESERVED.]

**3. WORK PRODUCT AND IMPROVEMENTS.** The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the parties may jointly agree upon (each, an "**Acquisition Date**"). Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product and Improvements that are part of the Project.

- a. ***Request for Conveyance and Supporting Documentation*** – When Work Product or Improvements are ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the Work Product and/or Improvement and estimated cost. Additionally, Developer agrees to provide, at or prior to the applicable Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District.
- b. ***Costs*** – Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Bonds, and the requirements of this Agreement, the District shall pay the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for any Work Product and/or Improvements. The District Engineer shall review all evidence of cost and shall certify to the District's Board of Supervisors ("**Board**") whether the cost being paid is the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the District's Trustee for the Bonds ("**Trustee**").
- c. ***Conveyances on "As Is" Basis.*** Unless otherwise agreed, all conveyances of Work Product and/or Improvements shall be on an "as is" basis. That said, the Developer

agrees to assign, transfer and convey to the District any and all rights the Developer may have against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

- d. ***Right to Rely on Work Product and Releases*** – The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all warranties and copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Developer shall reasonably obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.
- e. ***Transfers to Third Party Governments; Payment for Transferred Property*** – If any item acquired is to be conveyed to a third-party governmental body, then the Developer agrees to cooperate and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any. Further, the Developer shall make reasonable efforts to first transfer such Work Product and/or Improvements to the District pursuant to the terms of this Agreement, and prior to the transfer of such Work Product and/or Improvements to the third-party governmental entity. Regardless, and subject to the terms of this Agreement, any transfer, dedication, conveyance or assignment of such Work Product and/or Improvements directly to a third-party governmental entity prior to the District's acquisition of the Work Product and/or Improvements shall be deemed a transfer to the District of such Work Product and/or Improvements and then a re-transfer to the third party governmental entity.
- f. ***Permits*** – The Developer agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.
- g. ***Engineer's Certification*** – The District shall accept any completed Work Product and/or Improvements where the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are part of the Project; (ii) the price for such Work Product and/or Improvements did not exceed the lesser of the cost of creating the Work Product and/or Improvements or the fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the

Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

**4. CONVEYANCE OF REAL PROPERTY.** The Developer agrees that it will convey to the District at or prior to the applicable Acquisition Date as determined solely by the District, by a special warranty deed or other instrument acceptable to the Board together with a metes and bounds or other description, the Real Property upon which any Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements.

- a. **Cost.** The parties agree that all Real Property shall be provided to the District at no cost, unless (i) the costs for the Real Property are expressly included as part of the Project, as described in the Engineer's Report, and (ii) the purchase price for the Real Property is the lesser of the appraised value of the Real Property, based on an appraisal obtained by the District for this purpose, or the cost basis of the Real Property to the Developer.
- b. **Fee Title and Other Interests** – The District may determine in its reasonable discretion that fee title for Real Property is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems acceptable.
- c. **Developer Reservation** – Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by Developer of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District's use, occupation or enjoyment thereof.
- d. **Fees, Taxes, Title Insurance** – The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Developer conveys all said lands to the District. At the time of conveyance, the Developer shall provide, at its expense, an owner's title insurance policy or other evidence of title in a form satisfactory to the District.
- e. **Boundary Adjustments** – Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both parties in order to accurately describe lands conveyed to the District and lands which remain in Developer's ownership. The parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. Developer agrees that if a court or other governmental entity

determines that a re-platting of the lands within the District is necessary, Developer shall pay all costs and expenses associated with such actions.

**5. TAXES, ASSESSMENTS, AND COSTS.**

- a. *Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the County tax collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.
- i.** If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.
  - ii.** Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.
- b. *Notice.*** The parties agree to provide notice to the other within thirty (30) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes, assessments, or costs imposed on the property acquired by the District as described in subsection a. above. The Developer covenants to make any payments due hereunder in a timely manner in accord with Florida law. In the event that the Developer fails to make timely payment of any such taxes, assessments, or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.
- c. *Tax liability not created.*** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

**6. ACQUISITIONS AND BOND PROCEEDS.** The District may in the future, and in its sole discretion, elect to issue Bonds that may be used to finance portions of work acquired hereunder. In the



event that the District issues the Bonds and has bond proceeds available to pay for any portion of the Project acquired by the District, and subject to the terms of the applicable documents relating to the Bonds, then the District shall promptly make payment for any such acquired Work Product, Improvements or Real Property, pursuant to the terms of this Agreement; provided, however, that no such obligation shall exist where the Developer is in default on the payment of any debt service assessments due on any property owned by the Developer, or is in default under any agreements between the Developer and the District, or, further, in the event the District's bond counsel determines that any such acquisitions are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing. Interest shall not accrue on any amounts owed for any prior acquisitions. In the event the District does not or cannot issue sufficient bonds within five (5) years from the date of this Agreement to pay for all acquisitions hereunder, and thus does not make payment to the Developer for any unfunded acquisitions, then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for those unfunded acquisitions. The Developer acknowledges that the District may convey some or all of the Work Product and/or Improvements in the Engineer's Report to a general purpose unit of local government (e.g., the County) and consents to the District's conveyance of such Work Product and/or Improvements prior to any payment being made by the District.

**7. CONTRIBUTIONS.** [RESERVED.]

**8. IMPACT FEE CREDITS.** [RESERVED.]

**9. 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 and/or specific performance. Any default under an applicable trust indenture for the Bonds caused by the Developer and/or its affiliates shall be a default hereunder, and the District shall have no obligation to fund the Project in the event of such a default. Notwithstanding the foregoing, neither the District nor the Developer shall be liable for any consequential, special, indirect or punitive damages due to a default hereunder. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide written notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

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

**11. 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 Developer.

**12. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

**13. 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, 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 Developer may deliver Notice on behalf of the District and the Developer, 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.

**14. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

**15. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Developer 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 Developer 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 Developer and their respective representatives, successors, and assigns.

**16. ASSIGNMENT.** Neither the District nor the Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

**17. 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. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Marion County, Florida.

**18. PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

**19. 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.

**20. 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 law, 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 by sovereign immunity or by other operation of law.

**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. 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**WHEREFORE**, the parties below execute the *Acquisition Agreement* to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

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

**FORESTAR (USA) REAL ESTATE GROUP, INC.**

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

**Exhibit A:**      *Engineer's Report* dated July 23, 2021

**EXHIBIT A**

**Ocala Preserve**  
**Community Development District**

**12**

**DRAFT**

**MINUTES OF MEETING  
OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

An Organizational Meeting of the Ocala Preserve Community Development District was held on July 23, 2021, at 10:30 a.m., at the Courtyard by Marriott Ocala, 3712 SW 38<sup>th</sup> Ave., Ocala, Florida 23374.

**Present at the meeting were:**

Christian Cotter	Chair
Mary Moulton	Vice Chair
Ryan Zook	Assistant Secretary
Ty Vincent	Assistant Secretary
Mark Roscoe	Assistant Secretary

**Also present were:**

Craig Wrathell	District Manager
Kristen Suit	Wrathell Hunt and Associates, LLC (WHA)
Jere Earlywine (via telephone)	District Counsel
Damon Parrish	District Engineer
Cynthia Wilhelm	Nabors, Giblin & Nickerson, P.A.
Andre Carmack	Member of the Public

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Wrathell called the meeting to order at 10:30 a.m. Supervisors Moulton, Vincent Zook, Cotter and Carmack, named as the Initial Board of Supervisors, were present. A resignation letter was recently received from Mr. Andre Carmack.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Administration of Oath of Office to Initial Board of Supervisors *(the following will also be provided in a separate package)***

42 Mr. Wrathell, a Notary of the State of Florida and duly authorized, administered the  
43 Oath of Office to Ms. Moulton, Mr. Vincent, Mr. Zook, Mr. Cotter and Mr. Carmack. He briefly  
44 explained the following items:

45 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

46 **B. Membership, Obligations and Responsibilities**

47 **C. Chapter 190, Florida Statutes**

48 **D. Financial Disclosure Forms**

49 **I. Form 1: Statement of Financial Interests**

50 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**

51 **III. Form 1F: Final Statement of Financial Interests**

52 **E. Form 8B: Memorandum of Voting Conflict**

53 **▪ Acceptance of Resignation of Mr. Andre Carmack from the Ocala Preserve CDD**

54 **This item was an addition to the agenda.**

55 Mr. Wrathell presented Mr. Carmack's letter of resignation.

56

57 **On MOTION by Ms. Moulton and seconded by Mr. Zook, with all in favor, the**  
58 **resignation of Mr. Carmack, dated July 23, 2021, was accepted.**

59

60

61 **▪ Consider Appointment to Fill the Vacant Seat**

62 **This item was an addition to the agenda.**

63 Mr. Cotter nominated Mr. Mark Roscoe to fill the vacant seat. No other nominations  
64 were made.

65

66 **On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the**  
67 **appointment of Mr. Mark Roscoe to the vacant Seat, was approved.**

68

69

70 **▪ Administration of Oath of Office to Mr. Mark Roscoe (*the following will also be***  
71 ***provided in a separate package*)**

72 **This item was an addition to the agenda.**

73 Mr. Wrathell, a Notary of the State of Florida and duly authorized, administered the  
74 Oath of Office to Mr. Roscoe, who was provided with the new Supervisor packet.

75



76 GENERAL DISTRICT ITEMS

77 FOURTH ORDER OF BUSINESS

Consideration of Resolution 2021-01,  
Designating Certain Officers of the District,  
and Providing for an Effective Date

80  
81 Mr. Wrathell presented Resolution 2021-01. Ms. Moulton nominated the following slate

82 of officers:

- 83 Christian Cotter Chair
- 84 Mary Moulton Vice Chair
- 85 Craig Wrathell Secretary
- 86 Ryan Zook Assistant Secretary
- 87 Ty Vincent Assistant Secretary
- 88 Mark Roscoe Assistant Secretary
- 89 Cindy Cerbone Assistant Secretary
- 90 Kristen Suit Assistant Secretary
- 91 Craig Wrathell Assistant Treasurer
- 92 Jeff Pinder Treasurer

93 No other nominations were made.

94

95 **On MOTION by Mr. Cotter and seconded by Mr. Vincent, with all in favor,**  
96 **Resolution 2021-01, Designating Certain Officers of the District, as nominated,**  
97 **and Providing for an Effective Date, was adopted.**

98

99

100 FIFTH ORDER OF BUSINESS

Consideration of Resolution 2021-02,  
Designating a Date, Time and Location for  
the Landowners' Meeting of the District,  
and Providing an Effective Date

101

102

103

104

105

106 Mr. Wrathell presented Resolution 2021-02. The Board considered potential meeting  
107 dates. The Landowners' Meeting was set for August 30, 2021 at 9:00 a.m.

108

109 **On MOTION by Mr. Cotter and seconded by Mr. Vincent, with all in favor,**  
110 **Resolution 2021-02, Designating a Date, Time and Location of August 30, 2021**  
111 **at 9:00 a.m. for the Landowners' Meeting of the District, and Providing an**  
112 **Effective Date, was adopted.**

113

114 ORGANIZATIONAL MATTERS

115 SIXTH ORDER OF BUSINESS Consideration of the Following  
116 Organizational Matters:  
117

- 118 A. Resolution 2021-03, Appointing and Fixing the Compensation of the District Manager  
119 and Methodology Consultant; Providing an Effective Date
- 120 • Agreement for District Management Services: *Wrathell, Hunt and Associates,*  
121 *LLC*

122 Mr. Wrathell presented Resolution 2021-03.  
123

124 On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor,  
125 Resolution 2021-03, Appointing and Fixing the Compensation of the District  
126 Manager and Methodology Consultant; Providing an Effective Date, was  
127 adopted.

- 128
- 129
- 130 B. Resolution 2021-04, Appointing District Counsel for the District, and Authorizing  
131 Compensation; and Providing for an Effective Date
- 132 • Fee Agreement: *KE LAW GROUP, PLLC*

133 Mr. Wrathell requested two motions, one to ratify the execution of the joint letter by  
134 Hopping Green & Sams (HGS) and KE Law Group PLLC (KEL) and another to adopt Resolution  
135 2021-04.

136 Mr. Earlywine thanked the Board for switching to the KEL and noted the new and  
137 improved hourly and bond rates contained in the Fee Agreement.  
138

139 On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the  
140 execution of the Joint letter by HGS and KE Law Group PLLC, facilitating the  
141 switch to the KE Law Group, was ratified.

142

143

144 Mr. Wrathell presented Resolution 2021-04.  
145

146 On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor,  
147 Resolution 2021-04, Appointing KE Law Group PLLC as District Counsel for the  
148 District, and Authorizing Compensation; and Providing for an Effective Date,  
149 was adopted.  
150  
151

152 **C. Resolution 2021-05, Designating a Registered Agent and Registered Office of the**  
153 **District; and Providing for an Effective Date**

154 Mr. Wrathell presented Resolution 2021-05. Mr. Earlywine stated it was best to  
155 designate Wrathell, Hunt and Associates, LLC (WHA) as the Registered Agent and Office, on an  
156 interim basis.

157

158 **On MOTION by Mr. Cotter and seconded by Mr. Vincent, with all in favor,**  
159 **Resolution 2021-05, Designating Wrathell, Hunt and Associates, LLC, as**  
160 **Registered Agent and 2300 Glades Road, Suite 410W, Boca Raton, Florida**  
161 **33431 as the Registered Office of the District; and Providing for an Effective**  
162 **Date, was adopted.**

163

164

165 **D. Resolution 2021-06, Appointing and Fixing the Compensation of the Interim District**  
166 **Engineer for the District, and Providing for an Effective Date**

- 167 • **Interim Engineering Services: *Waldrop Engineering P.A.***

168 Mr. Wrathell presented Resolution 2021-06. He reviewed the Waldrop Engineering P.A.  
169 rate schedule, Insurance Certificate, Endorsements and Approved Work Authorization #1. The  
170 CDD is required, by Chapter 287.55 Florida Statutes, to appoint an Interim District Engineer and  
171 go through the Request for Qualifications (RFQ) process, as the District Engineer's expenses  
172 would exceed the \$30,000 annual threshold.

173

174 **On MOTION by Mr. Cotter and seconded by Mr. Vincent, with all in favor,**  
175 **Resolution 2021-06, Appointing and Fixing the Compensation for Waldrop**  
176 **Engineering P.A., as Interim District Engineer for the District, and Providing for**  
177 **an Effective Date, was adopted.**

178

179

180 **E. Authorization of Request for Qualifications (RFQ) for Engineering Services**

181 Mr. Wrathell presented the RFQ for District Engineering Services and the Competitive  
182 Selection Criteria.

183

184 **On MOTION by Mr. Cotter and seconded by Mr. Vincent, with all in favor, the**  
185 **Request for Qualifications for District Engineering Services and authorizing**  
186 **Staff to advertise, was approved.**

187

188

189 **F. Board Member Compensation: 190.006 (8), F.S.**

190 Mr. Wrathell asked if the Board wishes to receive Board Member compensation.

191

192 **On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor,**  
193 **declining Board Member compensation for meeting attendance, was**  
194 **approved.**

195

196

197 **G. Resolution 2021-07, Designating the Primary Administrative Office and Principal**  
198 **Headquarters of the District and Providing an Effective Date**

199 Mr. Wrathell asked for suggestions of potential locations to designate as the Principal  
200 Headquarters of the District, within the County. Mr. Cotter recommended designating the Club  
201 at Ocala Preserve.

202

203 **On MOTION by Ms. Moulton and seconded by Mr. Cotter, with all in favor,**  
204 **Resolution 2021-07, Designating the Club at Ocala Preserve 4021 NW 53<sup>rd</sup> Ave.**  
205 **Road, Ocala, Florida 34482, as the Primary Administrative Office and Principal**  
206 **Headquarters of the District and Providing an Effective Date, was adopted.**

207

208

209 **H. Resolution 2021-08, Setting Forth the Policy of the District Board of Supervisors with**  
210 **Regard to the Support and Legal Defense of the Board of Supervisors and District**  
211 **Officers, and Providing for an Effective Date**

212 **• Authorization to Obtain General Liability and Public Officers' Insurance**

213 Mr. Wrathell presented Resolution 2021-08. The Resolution provides for the support  
214 and legal defense of Board Members and Staff specifically related to CDD activities.

215

216 **On MOTION by Mr. Cotter and seconded by Mr. Vincent, with all in favor,**  
217 **Resolution 2021-08, Setting Forth the Policy of the District Board of**  
218 **Supervisors with Regard to the Support and Legal Defense of the Board of**  
219 **Supervisors and District Officers, and Providing for an Effective Date, was**  
220 **adopted.**

221

222

223 **On MOTION by Ms. Moulton and seconded by Mr. Cotter, with all in favor,**  
224 **authorizing Staff to obtain General Liability and Public Officers' insurance and**  
225 **authorizing the Chair to execute, was approved.**

226

227 I. **Resolution 2021-09, Providing for the Public’s Opportunity to Be Heard; Designating**  
 228 **Public Comment Periods; Designating a Procedure to Identify Individuals Seeking to Be**  
 229 **Heard; Addressing Public Decorum; Addressing Exceptions; and Providing for**  
 230 **Severability and an Effective Date**

231 Mr. Wrathell presented Resolution 2021-09. This Resolution sets forth the District’s  
 232 policy and outlines the procedures for public comments.

233

234 **On MOTION by Mr. Cotter and seconded by Mr. Vincent, with all in favor,**  
 235 **Resolution 2021-09, Providing for the Public’s Opportunity to Be Heard;**  
 236 **Designating Public Comment Periods; Designating a Procedure to Identify**  
 237 **Individuals Seeking to Be Heard; Addressing Public Decorum; Addressing**  
 238 **Exceptions; and Providing for Severability and an Effective Date, was adopted.**

239

240

241 J. **Resolution 2021-10, Providing for the Appointment of a Records Management Liaison**  
 242 **Officer; Providing the Duties of the Records Management Liaison Officer; Adopting a**  
 243 **Records Retention Policy; and Providing for Severability and Effective Date**

244 Mr. Wrathell presented Resolution 2021-10.

245

246 **On MOTION by Mr. Cotter and seconded by Mr. Vincent, with all in favor,**  
 247 **Resolution 2021-10, Providing for the Appointment of Wrathell, Hunt and**  
 248 **Associates, LLC, as the Records Management Liaison Officer; Providing the**  
 249 **Duties of the Records Management Liaison Officer; Adopting a Records**  
 250 **Retention Policy; and Providing for Severability and Effective Date, was**  
 251 **adopted.**

252

253

254 K. **Resolution 2021-11, Granting the Chair the Authority to Execute Real and Personal**  
 255 **Property Conveyance and Dedication Documents, Plats and Other Documents Related**  
 256 **to the Development of the District’s Improvements; Approving the Scope and Terms**  
 257 **of Such Authorization; Providing for a Severability Clause; and Providing an Effective**  
 258 **Date**

259 Mr. Wrathell presented Resolution 2021-11. This grants the Chair, or the Vice Chair in  
 260 the absence of the Chair, authority to work with the District Engineer, District Counsel and Staff  
 261 and to execute certain documents, between meetings, to avoid construction delays.

262

263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301

**On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, Resolution 2021-11, Granting the Chair and Vice Chair, in the absence of the Chair, the Authority to Execute Real and Personal Property Conveyance and Dedication Documents, Plats and Other Documents Related to the Development of the District's Improvements; Approving the Scope and Terms of Such Authorization; Providing for a Severability Clause; and Providing an Effective Date, was adopted.**

**L. Resolution 2021-12, Ratifying, Confirming and Approving the Recording of the Notice of Establishment of the District, and Providing for an Effective Date**

Mr. Wrathell presented Resolution 2021-12.

**On MOTION by Mr. Cotter and seconded by Mr. Vincent, with all in favor, Resolution 2021-12, Ratifying, Confirming and Approving the Recording of the Notice of Establishment for the District and Providing for an Effective Date, was adopted.**

**M. Authorization of Request for Proposals (RFP) for Annual Audit Services**

- **Designation of Board of Supervisors as Audit Committee**

Mr. Wrathell presented the RFP For Annual Audit Services and Auditor Selection Evaluation Criteria.

**On MOTION by Mr. Cotter and seconded by Mr. Vincent, with all in favor, authorizing the District Manager to advertise the Request for Proposals for Annual Auditing Services, designating the Board of Supervisors as the Audit Selection Committee and approving the ranking criteria, was approved.**

**N. Strange Zone, Inc., Quotation #M21-1006 for District Website Design, Maintenance and Domain Web-Site Design Agreement**

Mr. Wrathell presented the Strange Zone, Inc. (SZI) proposal for website creation and annual maintenance, hosting, email domain registration and SSL certificates.

**On MOTION by Mr. Cotter and seconded by Mr. Vincent, with all in favor, the Strange Zone, Inc., Quotation #M21-1006 for District Website Services, Design, Maintenance and Domain, in the amount of \$1,679.99, was approved.**

302 **O. ADA Site Compliance Proposal for Website Compliance Shield, Accessibility Policy and**  
303 **One (1) Annual Technological Audit**

304 Mr. Wrathell stated that Management engaged ADA Site Compliance (ADASC) to assist  
305 in bringing the CDD website into compliance with the Americans with Disabilities Act (ADA)  
306 requirements for websites and affix an ADA Site Compliance seal on the homepage. The cost is  
307 \$210 per year.

308

309 **On MOTION by Mr. Cotter and seconded by Mr. Vincent, with all in favor, the**  
310 **ADA Site Compliance Proposal for Website Compliance Shield, Accessibility**  
311 **Policy and One (1) Annual Technological Audit, in the amount of \$210 per year,**  
312 **was approved.**

313

314

315 **P. Resolution 2021-13, To Designate Date, Time and Place of Public Hearing and**  
316 **Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules of**  
317 **Procedure; and Providing an Effective Date.**

318 Mr. Wrathell presented Resolution 2021-13.

319 **I. Rules of Procedure**

320 The Rules of Procedure for the District were included for informational purposes.

321 **II. Notices**

- 322 • **Notice of Rule Development**
- 323 • **Notice of Rulemaking**

324 The Notices were included for informational purposes.

325

326 **On MOTION by Ms. Moulton and seconded by Mr. Cotter, with all in favor,**  
327 **Resolution 2021-13, To Designate October 1, 2021 at 11:00 a.m., at the Club at**  
328 **Ocala Preserve 4021 NW 53<sup>rd</sup> Ave. Road, Ocala, Florida 34482, as the Date,**  
329 **Time and Place of Public Hearing and Authorization to Publish Notice of Such**  
330 **Hearing for the Purpose of Adopting Rules of Procedure; and Providing an**  
331 **Effective Date, was adopted.**

332

333

334 Mr. Wrathell stated Resolution 2021-13 would be revised to designate the Club at Ocala  
335 Preserve as the meeting location for the Public Hearing to adopt the Rule of Development and  
336 Rulemaking rather than the Courtyard by Marriott Ocala.

337

338  
339  
340  
341  
342  
343

**On MOTION by Ms. Moulton and seconded by Mr. Cotter, with all in favor, Resolution 2021-13, as amended, To Designate October 1, 2021 at 11:00 a.m., at the Club at Ocala Preserve, 4021 NW 53<sup>rd</sup> Ave. Road, Ocala, Florida 34482, as the Date, Time and Place of Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules of Procedure; and Providing an Effective , was approved.**

344  
345  
346

Mr. Cotter revised his earlier motion for Resolution 2021-02, to change the August 30, 2021 Landowners’ Meeting location to the Club at Ocala Preserve.

348

349  
350  
351  
352  
353

**On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, Resolution 2021-02, as amended, Designating a Date, Time and Location of August 30, 2021 at 9:00 a.m., at the Club at Ocala Preserve 4021 NW 53<sup>rd</sup> Ave. Road, Ocala, Florida 34482 for the Landowners’ Meeting of the District, and Providing an Effective Date, was approved.**

354  
355

**Q. Resolution 2021-14, Adopting the Annual Meeting Schedule for Fiscal Year 2021-2022 and Providing for an Effective Date**

356  
357  
358

Mr. Wrathell presented Resolution 2021-14. The following would be inserted into the Fiscal Year 2021-2022 Meeting Schedule.

359  
360  
361

LOCATION: Insert: “the Club at Ocala Preserve 4021 NW 53<sup>rd</sup> Ave. Road, Ocala, Florida 34482”

362

DATE: Insert the first Friday of each month.

363

TIME: Insert 11:00 a.m.

364

365  
366  
367

**On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, Resolution 2021-14, Adopting the Annual Meeting Schedule for Fiscal Year 2021-2022, as amended, and Providing for an Effective Date, was adopted.**

368  
369

**R. Resolution 2021-15, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date**

370  
371  
372

Mr. Wrathell presented Resolution 2021-15. In the event of an emergency or natural disaster, the CDD may request assistance from other local governments.

374



375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413

**On MOTION by Mr. Roscoe and seconded by Ms. Moulton, with all in favor, Resolution 2021-15, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date, was adopted.**

**BANKING MATTERS**

**SEVENTH ORDER OF BUSINESS**

**Consideration of the Following Banking Matters:**

- A. Resolution 2021-16, Designating a Public Depository for Funds of the District and Providing an Effective Date**

Mr. Wrathell presented Resolution 2021-16. Management recommended SunTrust Truist Bank as the Qualified Public Depository for the District’s accounts.

**On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, Resolution 2021-16, Designating SunTrust Truist Bank as Public Depository for Funds of the District and Providing an Effective Date, was adopted.**

- B. Resolution 2021-17, Directing the District Manager to Establish a Local Bank Account for the District and Appoint Signors on the Account; and Providing for an Effective Date**

Mr. Wrathell presented Resolution 2021-17. The Chair, Treasurer and Assistant Treasurer will be authorized signors. Funding requests should be sent to Mr. Cotter.

**On MOTION by Ms. Moulton and seconded by Mr. Cotter, with all in favor, Resolution 2021-17, Directing the District Manager to Establish a Local Bank Account and Appoint Signors on the Account; and Providing for an Effective Date, was adopted.**

**BUDGETARY MATTERS**

**EIGHTH ORDER OF BUSINESS**

**Consideration of the Following Budgetary Matters:**

- A. Resolution 2021-18, Approving a Proposed Budget for Fiscal Year 2020/2021 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date**

414 Mr. Wrathell presented Resolution 2021-18. He reviewed the proposed Fiscal Year 2021  
415 budget.

416

417 **On MOTION by Ms. Moulton and seconded by Mr. Cotter, with all in favor,**  
418 **Resolution 2021-18, Approving a Proposed Budget for Fiscal Year 2020/2021**  
419 **and Setting a Public Hearing Thereon Pursuant to Florida Law for October 1,**  
420 **2021 at 11:00 a.m., at the Club at Ocala Preserve 4021 NW 53<sup>rd</sup> Ave. Road,**  
421 **Ocala, Florida 34482; Addressing Transmittal, Posting and Publication**  
422 **Requirements; Addressing Severability; and Providing for an Effective Date,**  
423 **was adopted.**

424

425

426 **B. Fiscal Year 2020/2021 Budget Funding Agreement**

427 Mr. Wrathell presented the Fiscal Year 2020/2021 Budget Funding Agreement. The  
428 Developer would provide funding on an as-needed basis.

429

430 **On MOTION by Mr. Cotter and seconded by Mr. Vincent, with all in favor, the**  
431 **Fiscal Year 2020/2021 Budget Funding Agreement, in substantial form, was**  
432 **approved.**

433

434

435 **C. Resolution 2021-19, Approving a Proposed Budget for Fiscal Year 2021/2022 and**  
436 **Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal,**  
437 **Posting and Publication Requirements; Addressing Severability; and Providing an**  
438 **Effective Date**

439 Mr. Wrathell presented Resolution 2021-19. He reviewed the proposed Fiscal Year 2022  
440 budget. Discussion ensued regarding Staff bringing the agenda packages to the meetings to  
441 avoid FedEx shipping charges. Ms. Moulton voiced her preference for paperless/electronic  
442 agendas. Mr. Wrathell would have printing and binding removed from both the Fiscal Year 2021  
443 and Fiscal Year 2022 budgets.

444 The following change was made to the Fiscal Year 2021 budget:

445 Page 1, "Printing & binding" line item: Delete entire line item.

446 The following changes were made to the Fiscal Year 2022 budget:

447 Page 1, "Legal advertising" line item: Decrease "6,500" to "1,500"

448 Page 1, "Printing & binding" line item: Delete entire line item.

449

450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486

**On MOTION by Mr. Cotter and seconded by Mr. Vincent, with all in favor, Resolution 2021-19, Approving a Proposed Budget for Fiscal Year 2021/2022, as amended, and Setting a Public Hearing Thereon Pursuant to Florida Law for October 1, 2021 at 11:00 a.m., at the Club at Ocala Preserve 4021 NW 53<sup>rd</sup> Ave. Road, Ocala, Florida 34482; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, as amended, was adopted.**

**D. Fiscal Year 2021/2022 Budget Funding Agreement**

Mr. Wrathell presented the Fiscal Year 2021/2022 Budget Funding Agreement.

**On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the Fiscal Year 2020/2021 Budget Funding Agreement, in substantial form, was approved.**

**E. Resolution 2021-20, Adopting the Alternative Investment Guidelines for Investing Public Funds in Excess of Amounts Needed to Meet Current Operating Expenses, in Accordance with Section 218.415(17), Florida Statutes**

Mr. Wrathell presented Resolution 2021-20.

**On MOTION by Mr. Cotter and seconded by Mr. Vincent, with all in favor, Resolution 2021-20, Adopting the Alternative Investment Guidelines for Investing Public Funds in Excess of Amounts Needed to Meet Current Operating Expenses, in Accordance with Section 218.415(17), Florida Statutes, was adopted.**

**F. Resolution 2021-21, Authorizing the Disbursement of Funds for Payment of Certain Continuing Expenses Without Prior Approval of the Board of Supervisors; Authorizing the Disbursement of Funds for Payment of Certain Non-Continuing Expenses Without Prior Approval of the Board of Supervisors; Providing for a Monetary Threshold; and Providing for an Effective Date**

Mr. Wrathell presented Resolution 2021-21.

487  
488  
489  
490  
491  
492  
493  
494  
495  
496  
497  
498  
499  
500  
501  
502  
503  
504  
505  
506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525

**On MOTION by Mr. Vincent and seconded by Ms. Moulton, with all in favor, Resolution 2021-21, Authorizing the Disbursement of Funds for Payment of Certain Continuing Expenses Without Prior Approval of the Board of Supervisors; Authorizing the Disbursement of Funds for Payment of Certain Non-Continuing Expenses Without Prior Approval of the Board of Supervisors; Providing for a Monetary Threshold; and Providing for an Effective Date, was adopted.**

- G. Resolution 2021-22, Adopting a Policy for Reimbursement of District Travel Expenses; and Providing for Severability and an Effective Date**

Mr. Wrathell presented Resolution 2021-22.

**On MOTION by Mr. Vincent and seconded by Mr. Cotter, with all in favor, Resolution 2021-22, Adopting a Policy for Reimbursement of District Travel Expenses; and Providing for Severability and an Effective Date, was adopted.**

- H. Resolution 2021-23, Adopting Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date**

Mr. Wrathell presented Resolution 2021-23.

**On MOTION by Mr. Vincent and seconded by Mr. Cotter, with all in favor, Resolution 2021-23, Adopting Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date, was adopted.**

- I. Resolution 2021-24, Adopting an Internal Controls Policy Consistent with Section 218.33, Florida Statutes; Providing an Effective Date**

Mr. Wrathell presented Resolution 2021-24. District Management already has these policies in place as part of the annual audit process.

**On MOTION by Mr. Vincent and seconded by Mr. Cotter, with all in favor, Resolution 2021-24, Adopting an Internal Controls Policy Consistent with Section 218.33, Florida Statutes; Providing for an Effective Date, was adopted.**

## 526 J. Consideration of E-Verify Memo with MOU

527 Mr. Earlywine presented the HGS Memorandum regarding the E-Verify Requirements.

528

529 **On MOTION by Mr. Cotter and seconded by Mr. Vincent, with all in favor, the**  
530 **acknowledging the E-Verify requirements, as set forth in the HGS**  
531 **Memorandum, was approved.**

532

533

## 534 BOND FINANCING RELATED MATTERS

## 535 NINTH ORDER OF BUSINESS

536 Consideration of the Following Bond  
537 Financing Related Matters:

## 538 A. Bond Financing Team Funding Agreement

539 Mr. Wrathell presented the Bond Financing Team Funding Agreement.

540

541 **On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the**  
542 **Bond Financing Team Funding Agreement between the Ocala Preserve CDD**  
543 **and Forestar (USA) Real Estate Group Inc., was approved.**

544

545

## 546 B. Engagement of Bond Financing Professionals

547 I. Underwriter/Investment Banker: *FMSbonds, Inc.*548 Mr. Wrathell presented the FMSbonds Engagement Letter to serve as Underwriter and  
549 G-17 Disclosure. The Underwriter's fee would be 2% of the par amount of the bonds issued.

550

551 **On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the**  
552 **FMSbonds Engagement Letter for Underwriter Services and G-17 Disclosure, in**  
553 **an amount not-to-exceed the Underwriter's fee of 2% of the par amount of the**  
554 **bonds issued, was approved.**

555

556

557 II. Bond Counsel: *Nabors, Giblin & Nickerson, P.A.*558 Mr. Wrathell presented the Bond Counsel Agreement between the Ocala Preserve CDD  
559 and Nabors, Giblin & Nickerson, P.A. The Series 1 bond fee would be \$35,000 per issuance.

560

561 **On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the**  
562 **Nabors, Giblin & Nickerson, P.A., Bond Counsel Agreement, was approved.**

563

564 III. **Trustee, Paying Agent and Registrar: *U.S. Bank, N.A.***

565 Mr. Wrathell presented the U.S. Bank, N.A. Engagement Letter to serve as Trustee,  
566 Paying Agent and Registrar for the District.

567

568 **On MOTION by Ms. Moulton and seconded by Mr. Cotter, with all in favor, the**  
569 **US Bank Engagement Letter, with Fee Schedule, to serve as Trustee, Paying**  
570 **Agent and Registrar, was approved.**

571

572

573 **C. Resolution 2021-25, Designating a Date, Time, and Location of a Public Hearing**  
574 **Regarding the District's Intent to Use the Uniform Method for the Levy, Collection,**  
575 **and Enforcement of Non-Ad Valorem Special Assessments as Authorized by Section**  
576 **197.3632, Florida Statutes; Authorizing the Publication of the Notice of Such Hearing;**  
577 **and Providing an Effective Date**

578 Mr. Wrathell presented Resolution 2021-25 and read the title.

579

580 **On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor,**  
581 **Resolution 2021-25, Designating a Date, Time, and Location of August 30, 2021**  
582 **at 9:00 a.m., at the Club at Ocala Preserve 4021 NW 53<sup>rd</sup> Ave. Road, Ocala,**  
583 **Florida 34482, for a Public Hearing Regarding the District's Intent to Use the**  
584 **Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem**  
585 **Special Assessments as Authorized by Section 197.3632, Florida Statutes;**  
586 **Authorizing the Publication of the Notice of Such Hearing; and Providing an**  
587 **Effective Date, was adopted.**

588

589

590 **D. Presentation of Report of District Engineer**

591 Mr. Parrish presented the Engineer's Report. Mr. Wrathell pointed out that Table 1  
592 outlines a total of 976 planned units and noted that the legal, metes and bounds description  
593 had 363.62 acres, whereas the Engineer's Report has 256.84 acres. Mr. Earlywine would  
594 coordinate with the District Engineer to modify the boundaries of the CDD. Mr. Wrathell stated  
595 that the Capital Improvement costs in the Opinion of Probable Cost, Section 5 of the Engineer's  
596 Report, totals \$10,468,320. Mr. Earlywine recommended approval in substantial form.

597

598 **On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, the**  
599 **Engineer's Report, in substantial form, was approved.**

600

601 **E. Presentation of Master Special Assessment Methodology Report**

602 Mr. Wrathell presented the Master Special Assessment Methodology Report and noted  
603 the pertinent data in each Section. He discussed the maximum par amount of bonds, the  
604 Capital Improvement Plan (CIP), project costs, Equivalent Residential Unit (ERU) weightings,  
605 bond issuances and the Appendix Tables. Ms. Moulton stated it was necessary to increase the  
606 assessment apportionment per unit. She would confer with her team and follow up with Mr.  
607 Wrathell. Mr. Earlywine recommended increasing the contingency from 10% to 20%. Per Ms.  
608 Moulton's request, Mr. Wrathell would provide preliminary Operation and Maintenance (O&M)  
609 figures to the Board.

610

611 **On MOTION by Mr. Cotter and seconded by Mr. Vincent, with all in favor, the**  
612 **Master Special Assessment Methodology Report, in substantial form, was**  
613 **approved.**

614

615

616 **F. Resolution 2021-26, Declaring Debt Service Special Assessments and Setting a Hearing**  
617 **to Consider the Levy and Imposition of the Same**

618 Mr. Wrathell presented Resolution 2021-26 and read the title.

619

620 **On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor,**  
621 **Resolution 2021-26, Declaring Debt Service Special Assessments and Setting a**  
622 **Hearing for August 30, 2021 at 9:00 a.m., at the Club at Ocala Preserve, 4021**  
623 **NW 53<sup>rd</sup> Ave. Road, Ocala, Florida 34482, to Consider the Levy and Imposition**  
624 **of the Same, was adopted.**

625

626

627 **G. Resolution 2021-27, Authorizing the Issuance of Not to Exceed \$\_\_\_\_\_ Ocala**  
628 **Preserve Community Development District Capital Improvement Revenue Bonds, In**  
629 **One or More Series; Appointing a Trustee, Registrar and Paying Agent; Approving a**  
630 **Capital Improvement Program; Authorizing the Commencement of Validation**  
631 **Proceedings Relating to the Bonds; and Providing an Effective Date**

632 Mr. Wrathell presented Resolution 2021-27.

633 Ms. Wilhelm asked if the maximum bond amount would increase since there would be  
634 increases in the contingency. Mr. Earlywine replied affirmatively. Ms. Wilhelm stated

635 Resolution 2021-27 should be approved in substantial form as the not to exceed (NTE) amount  
636 would be changing.

637 This Resolution accomplishes the following:

- 638 ➤ Appoints U.S. Bank as the Trustee.
- 639 ➤ Approves the form of the Master Indenture.
- 640 ➤ Approves the bond in the NTE amount.
- 641 ➤ Approves the Capital Improvement program.
- 642 ➤ Allows District Counsel to file the bond validation complaint.
- 643 ➤ Provides for open Board Meetings in compliance with the Sunshine Laws.

644

645 **On MOTION by Mr. Cotter and seconded by Mr. Vincent, with all in favor,**  
 646 **Resolution 2021-27, Authorizing the Issuance of Not to Exceed \$ \_\_\_\_\_**  
 647 **Ocala Preserve Community Development District Capital Improvement**  
 648 **Revenue Bonds, In One or More Series; Appointing a Trustee, Registrar and**  
 649 **Paying Agent; Approving a Capital Improvement Program; Authorizing the**  
 650 **Commencement of Validation Proceedings Relating to the Bonds; and**  
 651 **Providing an Effective Date, in substantial form, was adopted.**

652  
653

**TENTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-28,  
Relative to the Acceptance of  
Responsibility for the Perpetual Operation,  
Maintenance, and Funding of the  
Stormwater Management System**

659  
660 Ms. Suit presented Resolution 2021-28.

661 Asked if the South Florida Water Management District (SFWMD) would expect the CDD  
662 to ultimately own and maintain the Stormwater Management System, Mr. Earlywine replied  
663 affirmatively.

664

665 **On MOTION by Ms. Moulton and seconded by Mr. Cotter, with all in favor**  
 666 **Resolution 2021-28, Relative to the Acceptance of Responsibility for the**  
 667 **Perpetual Operation, Maintenance, and Funding of the Stormwater**  
 668 **Management System, was adopted.**

669  
670

**ELEVENTH ORDER OF BUSINESS**

**Staff Reports**

- 671
- 672
- 673 **A. District Counsel: *KE Law Group, PLLC***



674 Mr. Earlywine stated that the bond validation complaint would be filed within the next  
675 few days and the assessment notices would be mailed ahead of the public hearings.

676 **B. District Engineer (Interim): *Waldrop Engineering***

677 Asked when the utilities would be conveyed, Mr. Parrish stated Parcel 11 was  
678 completed and conveyed. Parcel 13 commenced and the remainder is undeveloped.

679 Mr. Earlywine stated utilities should be turned over to the CDD first and then be turned  
680 over from the CDD to the County to facilitate financing. Mr. Earlywine stated Staff would confer  
681 with Ms. Wilhelm after the meeting regarding the conveyance.

682 **C. District Manager: *Wrathell, Hunt and Associates, LLC***

683 There was nothing to report.  
684

685 **TWELFTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

686  
687 Ms. Moulton thanked Mr. Roscoe for joining the Board of Supervisors.  
688

689 **THIRTEENTH ORDER OF BUSINESS**

**Public Comments**

690  
691 There were no public comments.  
692

693 **FOURTEENTH ORDER OF BUSINESS**

**Adjournment**

694  
695 There being nothing further to discuss, the meeting adjourned.  
696

697 **On MOTION by Mr. Roscoe and seconded by Mr. Cotter, with all in favor, the**  
698 **meeting adjourned at 12:20 p.m.**

699  
700  
701  
702  
703  
704

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

705  
706  
707  
708  
709  
710  
711  
712

---

Secretary/Assistant Secretary

---

Chair/Vice Chair

**OCALA PRESERVE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**13C**

**OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE**

**LOCATION**

*Club at Ocala Preserve, 4021 NW, 53rd Ave Road, Ocala, Florida 34482*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 1, 2021</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>November 5, 2021</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>December 3, 2021</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>January 7, 2022</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>February 4, 2022</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>March 4, 2022</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>April 1, 2022</b>	<b>Regular Meeting</b> <i>(presentation of FY2023 proposed budget)</i>	<b>11:00 AM</b>
<b>May 6, 2022</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>June 3, 2022</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>July 1, 2022</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>
<b>August 5, 2022</b>	<b>Public Hearing and Regular Meeting</b> <i>(adoption of FY2023 budget)</i>	<b>11:00 AM</b>
<b>September 2, 2022</b>	<b>Regular Meeting</b>	<b>11:00 AM</b>