

Ocala Preserve

**COMMUNITY DEVELOPMENT
DISTRICT**

February 4, 2022

BOARD OF SUPERVISORS

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

January 28, 2022

Board of Supervisors
Ocala Preserve Community Development District

Dear Board Members:

The Board of Supervisors of the Ocala Preserve Community Development District will hold a Regular Meeting on February 4, 2022 at 11:00 a.m., at The Club at Ocala Preserve, 4021 NW 53rd Avenue Road, Ocala, Florida 34482. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2022-07, Granting the Chair and Vice 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 a Severability Clause; and Providing an Effective Date
4. Consideration of Resolution 2022-08, Adopting Amended and Restated Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date
5. Consider Assignment of Waldrop Engineering, LLC Engineering Services Agreement to Atwell, LLC
6. Ratification of Waldrop Engineering, LLC Work Authorization Number 2 for Stormwater Management Needs Analysis
7. Acceptance of Unaudited Financial Statements as of December 31, 2021
8. Approval of December 3, 2021 Regular Meeting Minutes
9. Staff Reports
 - A. District Counsel: *KE Law Group, PLLC*
 - B. District Engineer: *Atwell, LLC*

ATTENDEES:

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

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

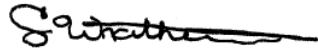
- NEXT MEETING DATE: March 4, 2022 at 11:00 A.M.
- QUORUM CHECK

CHRISTIAN COTTER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
MARY MOULTON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
TY VINCENT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
MARK ROSCOE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
RYAN ZOOK	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

10. Board Members' Comments/Requests
11. Public Comments
12. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Kristen Suit at (410) 207-1802.

Sincerely,



Craig Wrathell
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 943 865 3730

OCALA PRESERVE
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2022-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT GRANTING THE CHAIR AND VICE 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 A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

WHEREAS, the District has adopted or intends to adopt an "**Engineer's Report**," which sets forth the scope of the District's capital improvement plan and the improvements which are to be constructed thereto (the "**Improvements**"); and

WHEREAS, in connection with the development of the Improvements in accordance with the Engineer's Report, the District may, from time to time, (i) obtain and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of the Improvements, and (ii) accept, convey and dedicate certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of Improvements, work product and land ((i) and (ii) together, the "**Conveyance Documents**"); and

WHEREAS, to facilitate the efficient development of the Improvements, the District desires to authorize the Chair, and other officers in the Chair's absence, to approve and execute the Conveyance Documents; and

WHEREAS, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

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

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

2. DELEGATION OF AUTHORITY. The Chair of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute Conveyance Documents as defined above. The Vice Chair or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute any

such Conveyance Documents in the Chair's absence. The Vice Chair, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such Conveyance Documents. Such authority shall be subject to the review and approval of the District Engineer and District Manager, in consultation with District Counsel.

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

4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of Conveyance Documents.

PASSED AND ADOPTED this 4th day of February, 2022.

ATTEST:

**OCALA PRESERVE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Ocala Preserve

Community Development District

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RESOLUTION 2022-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Ocala Preserve Community Development District (the “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, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District (“Board”) has previously adopted the *Prompt Payment Policies and Procedures* (“Policies”) to govern prompt payments; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board finds that it is in the best interests of the District to adopt by resolution the *Amended and Restated Prompt Payment Policies and Procedures* (“Amended Policies”), attached hereto as **Exhibit A**, for immediate use and application.

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

SECTION 1. The Amended Policies, attached hereto as **Exhibit A**, are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Amended Policies shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Amended Policies shall automatically be amended to incorporate the new requirements of law without any further action by the Board.

SECTION 2. The Amended Policies hereby adopted supplant and replace all previous versions of the Policies (if any).

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 4th day of February, 2022.

ATTEST:

**OCALA PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended and Restated Prompt Payment Policies and Procedures

EXHIBIT A

Ocala Preserve Community Development District

Amended & Restated Prompt Payment Policies and Procedures

**In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, *Florida Statutes***

February 4, 2022

Ocala Preserve Community Development District
Amended and Restated Prompt Payment Policies and Procedures

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the Ocala Preserve Community Development District (“District”) Amended and Restated Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method, which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an

invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent’s confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors (“Board”) or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District’s current tax-exempt number is 85-8018444405C-3. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone (877) 276-0889, email wrathellc@whhassociates.com, Fax (561) 571-0013).

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date
4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)

7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District's Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. Mailing and Drop Off Address

Ocala Preserve Community Development District
 c/o Wrathell, Hunt and Associates, LLC
 2300 Glades Road, Suite 410W
 Boca Raton, Florida 33431

2. **Email Address**
ocalapreservecdd@districtap.com

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. Receipt of Proper Invoice

Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

2. Receipt of Improper Invoice

If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:

- a. On which delivery of personal property is fully accepted by the District;
- b. On which services are completed and accepted by the District;
- c. On which the contracted rental period begins (if applicable); or
- d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

3. Rejection of an Improper Invoice

The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or

reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.
2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the

payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.

4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.
7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

Ocala Preserve
Community Development District

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CONSULTING. ENGINEERING. CONSTRUCTION.

January 21, 2022

Ocala Preserve Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

RE: Ocala Preserve Community Development District

To Whom It May Concern,

Due to a recent corporate merger that became official on January 1, 2022, the Ocala Preserve Community Development District Engineer, Waldrop Engineering, LLC, is now known as Atwell, LLC. As such, all future correspondence shall reference Atwell, LLC as the District Engineer. Please allow this letter to memorialize the assignment of the existing contract between the District and Waldrop Engineering, LLC, including all rights and obligations thereunder, to Atwell, LLC. Additionally, standard rates shall conform to the attached Atwell, LLC 2022 fee schedule. Also, please find the attached updated insurance certificate naming the District as an additional insured.

Respectfully,

AGREED TO BY:

ATWELL, LLC

**OCALA PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

By: 
David Gastel, Team Leader

By: _____
Authorized Representative

Date: 1/24/22

Date: _____



ATWELL, LLC PROFESSIONAL SERVICES
Real Estate & Land Development
2022 Fee Schedule

Project Management Services

Senior Project Manager	\$227/hour
Project Manager I-III	\$189 to \$208/hour
Project Coordinator I-II.....	\$159 to \$174/hour

Engineering & Planning Services

Senior Project Engineer.....	\$202/hour
Engineer/Designer I-V	\$128 to \$189/hour
Planner/Designer I-IV	\$128 to \$174/hour
Technician I-V	\$54 to \$112/hour

Surveying & Mapping Services

Senior Project Surveyor.....	\$202/hour
Project Surveyor I-V	\$128 to \$189/hour
Senior Crew Chief.....	\$145/hour
Crew Chief I-III.....	\$96 to \$131/hour
Crew Member I-II.....	\$68 to \$82/hour
Certified sUAS Pilot.....	\$171/hour
Technician I-V	\$54 to \$112/hour
Senior GIS Analyst	\$145/hour
GIS Analyst.....	\$124/hour
GIS Technician.....	\$97/hour

Environmental & Ecological Services

Senior Environmental/Ecological Consultant	\$202/hour
Environmental Consultant I-V	\$128 to \$191/hour
Technician I-V	\$54 to \$112/hour

Program Management & Construction Advisory Services

Senior Construction Manager	\$202/hour
Construction Manager I-II	\$174 to \$191/hour
Construction Engineer I-II.....	\$128 to \$159/hour
Construction Coordinator.....	\$112/hour
Senior Estimator	\$189/hour
Estimator	\$159/hour
Safety Coordinator	\$128/hour
Technician I-V	\$54 to \$112/hour

Project Administrator I-III	\$87 to \$101/hour
Project Controller	\$89/hour
Principal/Project Executive	\$262/hour
Expert Testimony	\$300/hour

In addition to the labor rates shown above, reimbursable expenses shall be charged in accordance with the attached rate schedule.

Non-Labor Charges – Real Estate & Land Development

Office

24" X 36" bond black and white plots/copies	\$2.50/each
24" X 36" bond black and white mylars.....	\$14/each
24" X 36" color imagery plots/copies	\$26/each
24" X 36" standard color plots/copies.....	\$14/each
8.5" X 11" black and white plots/copies	\$0.25/each
8.5" X 11" color plots/copies	\$1.50/each
11" X 17" black and white plots/copies	\$0.50/each
11" X 17" color plots/copies	\$2.75/each
County GIS Data.....	cost + 10%
Postage & Shipping	cost + 10%
Recording Fees	cost + 10%

Field Equipment

Laser Scanner	\$650/day
Photoionization Detector (PID).....	\$115/day
Ground Penetrating Radar (GPR).....	\$175/day
4-Gas Monitor w/ Remote Sensor	\$85/day
UTV + Trailer.....	\$85/day
Boat	\$300 to \$600/day
Unmanned Aircraft System (UAS) Drone (Camera)	\$175/day
Unmanned Aircraft System (UAS) Drone (LIDAR).....	\$1,750/day

Field Materials

Wood Stakes	\$1.25/stake
Iron Pipes.....	\$3.50/pipe
Monuments	cost + 10%

Miscellaneous

Mileage.....	IRS Rate
Auto Rental	cost + 10%
Fuel.....	cost + 10%
Air Fare.....	cost + 10%
Lodging*.....	cost + 10%
Meals*.....	cost + 10%
Project Sub-consultants.....	cost + 15%
Misc./Out of Pocket Expenses**	cost + 10%
Rental Equipment	cost + 15%
Parcel Data	\$0.75/parcel
Technology Fee/Specialized Software by Industry	\$50 to \$100/day

*Travel costs as noted, unless otherwise agreed to as a per diem charge per contract.

**All permit, application, and submittal fees shall be paid directly by the client.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IMA, Inc. - Wichita Division PO Box 2992 Wichita KS 67201	CONTACT NAME: IMA Wichita Team PHONE (A/C No. Ext): 316-267-9221 E-MAIL ADDRESS: certs@imacorp.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Atwell LLC Two Towne Sq Ste 700 Southfield MI 48076-3737	INSURER A: Old Republic Insurance Company NAIC #: 24147	
	INSURER B: The Continental Insurance Company NAIC #: 35289	
	INSURER C: National Fire & Marine Insurance Company NAIC #: 20079	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 130673714

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			MWZY31246021	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Proj/Loc Aggregate \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB31245921	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUE6011536932	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MWC31246121	3/1/2021	3/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional/Pollution Liability			42EPP30381305	3/1/2021	3/1/2022	Per Claim \$10,000,000 Aggregate \$10,000,000 Per Claim Retention \$350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation does not include Ohio statutory coverage. Employers Liability limits include Stop Gap Coverage for the State of Ohio, subject to the policy terms and conditions.
 Workers Compensation coverage applies for the state of California, subject to the policy terms, conditions, limitations or exclusions.

CERTIFICATE HOLDER**CANCELLATION**

Ocala Preserve Community Development District
 2300 Glades Road, Suite 410 W.
 Boca Raton FL 33431

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Ocala Preserve
Community Development District

6

_____, 2021

Ocala Preserve Community Development District
Marion County, Florida

Subject: **Work Authorization Number 2
Stormwater Management Needs Analysis**

Dear Chairman, Board of Supervisors:

Waldrop Engineering, LLC ("Engineer") is pleased to submit this work authorization to provide engineering services for the Ocala Preserve Community Development District ("District"). We will provide these services pursuant to our current agreement dated December 2, 2021 ("Engineering Agreement") as follows:

I. Scope of Work

The District will engage Engineer to:

- Prepare a 20-year needs analysis of the stormwater management systems owned or operated by the District, in accordance with the requirements outlined in Chapter 2021-194, Laws of Florida/HB53.
- Stormwater Analysis worksheet will be prepared on the template provided by the District and with the assistance of the CDD Manager.

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement, for an amount not to exceed **\$2,000**. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Sincerely,

OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT

WALDROP ENGINEERING, LLC

By: Christian Cotter
Authorized Representative
Date: 1/13/21

K. White
By: K. White
Date: 12/7/21

Ocala Preserve

Community Development District

7

**OCALA PRESERVE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2021**

**OCALA PRESERVE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2021**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 3,988	\$ -	\$ -	\$ 3,988
Investments				
Reserve	-	53,526	-	53,526
Construction	-	-	2,914,736	2,914,736
Cost of issuance	-	60	-	60
Due from Landowner	12,001	3,816	-	15,817
Total assets	<u>\$ 15,989</u>	<u>\$ 57,402</u>	<u>\$2,914,736</u>	<u>\$ 2,988,127</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 9,989	\$ 3,816	\$ -	\$ 13,805
Due to Landowner	-	3,816	-	3,816
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>15,989</u>	<u>7,632</u>	<u>-</u>	<u>23,621</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	12,001	-	-	12,001
Total deferred inflows of resources	<u>12,001</u>	<u>-</u>	<u>-</u>	<u>12,001</u>
Fund balances:				
Restricted for:				
Debt service	-	49,770	-	49,770
Capital projects	-	-	2,914,736	2,914,736
Unassigned	(12,001)	-	-	(12,001)
Total fund balances	<u>(12,001)</u>	<u>49,770</u>	<u>2,914,736</u>	<u>2,952,505</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 15,989</u>	<u>\$ 57,402</u>	<u>\$2,914,736</u>	<u>\$ 2,988,127</u>

**OCALA PRESERVE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ -	\$ 5,000	\$ 96,790	5%
Total revenues	<u>-</u>	<u>5,000</u>	<u>96,790</u>	5%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	8,000	44,000	18%
Legal	-	781	25,000	3%
Engineering	-	-	2,000	0%
Audit	-	-	5,000	0%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	83	83	1,000	8%
Trustee	-	-	5,000	0%
Telephone	16	50	200	25%
Postage	-	-	500	0%
Legal advertising	-	728	6,500	11%
Annual special district fee	-	-	175	0%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	287	287	500	57%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>4,386</u>	<u>14,929</u>	<u>96,790</u>	15%
Excess/(deficiency) of revenues over/(under) expenditures	(4,386)	(9,929)	-	
Fund balances - beginning	(7,615)	(2,072)	-	
Fund balances - ending	<u>\$ (12,001)</u>	<u>\$ (12,001)</u>	<u>\$ -</u>	

**OCALA PRESERVE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED DECEMBER 31, 2021**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Debt service		
Cost of issuance	154,635	157,101
Total debt service	<u>154,635</u>	<u>157,101</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (154,635)	 (157,101)
 OTHER FINANCING SOURCES/(USES)		
Bond proceeds	161,262	161,262
Original issue discount	100,929	100,929
Underwriter's discount	<u>(53,970)</u>	<u>(53,970)</u>
Total other financing sources	<u>208,221</u>	<u>208,221</u>
 Net change in fund balances	 53,586	 51,120
Fund balances - beginning	<u>(3,816)</u>	<u>(1,350)</u>
Fund balances - ending	<u><u>\$ 49,770</u></u>	<u><u>\$ 49,770</u></u>

**OCALA PRESERVE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED DECEMBER 31, 2021**

	Current Month	Year To Date
REVENUES		
Interest	\$ 10	\$ 10
Total revenues	10	10
EXPENDITURES		
Capital outlay	779,012	779,012
Total expenditures	779,012	779,012
Excess/(deficiency) of revenues over/(under) expenditures	(779,002)	(779,002)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	3,693,738	3,693,738
Total other financing sources/(uses)	3,693,738	3,693,738
Net change in fund balances	2,914,736	2,914,736
Fund balances - beginning	-	-
Fund balances - ending	\$ 2,914,736	\$ 2,914,736

Ocala Preserve

COMMUNITY DEVELOPMENT DISTRICT

8

DRAFT

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

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The Board of Supervisors of the Ocala Preserve Community Development District held a Regular Meeting on December 3, 2021, at 11:00 a.m., at The Club at Ocala Preserve, 4021 NW 53rd Ave Rd, Ocala, Florida 34482.

Present at the meeting were:

Christian Cotter	Chair
Mary Moulton	Vice Chair
Mark Roscoe	Assistant Secretary
Ryan Zook (via telephone)	Assistant Secretary

Also present were:

Craig Wrathell	District Manager
Kristen Suit	Wrathell, Hunt and Associates, LLC (WHA)
Jere Earlywine	District Counsel
Damon Parrish (via telephone)	District Engineer
Cynthia Wilhelm	Bond Counsel - Nabors Giblin & Nickerson P.A.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Wrathell called the meeting to order at 11:03 a.m. Supervisors Cotter, Moulton and Roscoe were present, in person. Supervisor Zook was attending via telephone. Supervisor Vincent was not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Presentation of First Supplemental Engineer's Report

39 Mr. Wrathell stated the bond pre-closing would follow today's meeting. He presented
40 the First Supplemental Engineer's Report dated September 30, 2021.

41

42 **FOURTH ORDER OF BUSINESS**

**Presentation of Final First Supplemental
43 Special Assessment Methodology Report**

44

45 Mr. Wrathell presented the Final First Supplemental Special Assessment Methodology
46 Report dated November 18, 2021 and reviewed the pertinent data in the Tables including
47 construction proceeds, Equivalent Residential Units (ERUs) and Annual Debt Assessments for
48 each of the product types.

49

50 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-06,
51 Setting Forth the Specific Terms of the
52 District's \$3,855,000 Capital Improvement
53 Revenue Bonds, Series 2021 (2021 Project
54 Area); Making Certain Additional Findings
55 and Confirming and/or Adopting a
56 Supplemental Engineer's Report and a
57 Supplemental Assessment Report;
58 Confirming the Maximum Assessment Lien
59 Securing the 2021 Bonds; Addressing the
60 Allocation and Collection of the
61 Assessments Securing the 2021 Bonds;
62 Addressing Prepayments; Addressing True-
63 Up Payments; Providing for the
64 Supplementation of the Improvement Lien
65 Book; and Providing for Conflicts,
66 Severability and an Effective Date**

67

68 Mr. Earlywine presented Resolution 2022-06. He recalled that, when assessments were
69 levied, the Master Resolution called for adopting a Supplemental Resolution after the bonds are
70 issued. Resolution 2022-06 accomplishes the following:

71

➤ Levies and imposes the lien that will secure the Series 2021 Bonds.

72

➤ Approves Exhibit A – The First Supplemental Engineer's Report, dated September 30,
73 2021.

- 74 ➤ Approves Exhibit B – The Final First Supplemental Special Assessment Methodology
- 75 Report, dated November 18, 2021.
- 76 ➤ Confirms the amount of the lien and allocates and funds the assessments consistent
- 77 with the Master Resolution.
- 78 ➤ Sets forth the terms of prepayment for the assessments and the application of true-up
- 79 payments.
- 80 ➤ Approves Exhibits C and D – Documents directly related to the terms of the Series 2021
- 81 Bonds.

82

83 **On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor,**

84 **Resolution 2022-06, Setting Forth the Specific Terms of the District’s**

85 **\$3,855,000 Capital Improvement Revenue Bonds, Series 2021 (2021 Project**

86 **Area); Making Certain Additional Findings and Confirming and/or Adopting a**

87 **Supplemental Engineer’s Report and a Supplemental Assessment Report;**

88 **Confirming the Maximum Assessment Lien Securing the 2021 Bonds;**

89 **Addressing the Allocation and Collection of the Assessments Securing the 2021**

90 **Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for**

91 **the Supplementation of the Improvement Lien Book; and Providing for**

92 **Conflicts, Severability and an Effective Date, was adopted, and authorizing the**

93 **Chair or Vice Chair to execute, was approved.**

94

95

SIXTH ORDER OF BUSINESS

Consideration of Issuer’s Counsel Documents

97

98

99 Mr. Earlywine presented and explained the following Issuer’s Counsel documents:

- 100 **A. Acquisition Agreement**
- 101 **B. Collateral Assignment Agreement**
- 102 Mr. Earlywine stated that, with this particular deal, neither a Collateral Assignment
- 103 Agreement nor a True-Up Agreement would be required because the land is already platted;
- 104 this item may be disregarded for today.
- 105 **C. Completion Agreement**
- 106 **D. Declaration of Consent (Forestar)**
- 107 **E. Declaration of Consent (Shea Homes)**

- 108 F. Declaration of Public Finance
- 109 G. Notice of Special Assessments/Governmental Lien of Record

110

111 **On MOTION by Mr. Cotter and seconded by Mr. Roscoe, with all in favor, the**
 112 **Issuer’s Counsel Documents, including the Acquisition Agreement, Completion**
 113 **Agreement, Declaration of Consent (Forestar), Declaration of Consent (Shea**
 114 **Homes), Declaration of Public Finance and the Notice of Special**
 115 **Assessments/Governmental Lien of Record, all in substantial form, were**
 116 **approved.**

117

118

119 **SEVENTH ORDER OF BUSINESS**

**Consider Acquisition of Land, Stormwater
Improvements and Related Work Product**

120

121

122 Mr. Earlywine presented a draft of the contract and noted that documentation was
 123 being finalized and title work was pending. He stated that all land for all ponds in current and
 124 future phases would be acquired and the CDD would retain construction easements.

125

126 **On MOTION by Mr. Cotter and seconded by Mr. Roscoe, with all in favor, the**
 127 **Acquisition of Land, Stormwater Improvements and Related Work Product,**
 128 **was approved.**

129

130

131 **EIGHTH ORDER OF BUSINESS**

**Consider Acquisition of Phase 13 Utilities
Improvements**

132

133

134 Mr. Earlywine presented the Acquisition Agreement for Phase 13 Utilities, subject to
 135 Staff’s preparation of necessary documents.

136

137 **On MOTION by Mr. Roscoe and seconded by Mr. Cotter, with all in favor, the**
 138 **Acquisition of Phase 13 Utilities Improvements, subject to finalization, and**
 139 **authorizing the Chair to execute, was approved.**

140

141

142 **NINTH ORDER OF BUSINESS**

**Discussion: Fiscal Year 2023 Estimated
Administrative O&M and the Debt Service
Budget**

143

144

145

146 Mr. Wrathell presented the Fiscal Year 2023 projected operating budget requested by
147 Ms. Moulton at the last meeting. He noted that the estimated Fiscal Year 2023 budget was on
148 the conservative side and it anticipated issuance of additional bonds in the future. He discussed
149 the budgeted line items and revenues, compared to the adopted Fiscal Year 2022 budget, and
150 reviewed the Assessment Summary Table.

151 Ms. Moulton asked Mr. Zook to take note of the projected Operation and Maintenance
152 (O&M) and debt service. She stated that it was confirmed that the HOA would be responsible
153 for O&M and it was already contemplated in the HOA budget.

154 Mr. Wrathell stated this budget was for setting the maximum Administrative
155 Assessment and Debt Service levels. The intent is for the CDD to contract with the HOA and the
156 HOA would budget, raise revenues and operate and maintain all CDD-owned improvements.
157 This budget does not include O&M; it only includes Administrative expenses because the HOA
158 would budget for all CDD O&M expenses in the HOA budget. Mr. Zook expressed his
159 understanding.

160 Mr. Wrathell stated the estimated Fiscal Year 2023 budget could be updated as needed.

161

162 **TENTH ORDER OF BUSINESS**

**Consideration of Proposal/Work Authorization for
Stormwater Reporting Requirements**

163

164

165 Mr. Wrathell stated, while a written proposal was not included in the agenda, Mr.
166 Parrish advised him before the meeting that he reviewed the stormwater reporting
167 requirements and estimated he could complete the work within a \$2,000 not-to-exceed
168 amount. Mr. Parrish confirmed that the not-to-exceed \$2,000 amount was correct.

169

170 **On MOTION by Mr. Roscoe and seconded by Mr. Cotter, with all in favor, the**
171 **Work Authorization for Stormwater Reporting Requirements, in a not-to-**
172 **exceed amount of \$2,000, was approved.**

173

174

175 **ELEVENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of October 31, 2021**

176

177

178

179 Mr. Wrathell presented the Unaudited Financial Statements as of October 31, 2021.

180

181 **On MOTION by Mr. Cotter and seconded by Mr. Roscoe, with all in favor, the**
182 **Unaudited Financial Statements, as of October 31, 2021, were accepted.**

183

184

185 **TWELFTH ORDER OF BUSINESS**

**Approval of November 5, 2021 Public
Hearings and Regular Meeting Minutes**

186

187

188 Mr. Wrathell presented the November 5, 2021 Public Hearings and Regular Meeting
189 Minutes.

190

191 **On MOTION by Mr. Roscoe and seconded by Mr. Cotter, with all in favor, the**
192 **November 5, 2021 Public Hearings and Regular Meeting Minutes, as presented,**
193 **were approved.**

194

195

196 **THIRTEENTH ORDER OF BUSINESS**

Staff Reports

197

198 **A. District Counsel: *KE Law Group, PLLC***

199 Mr. Earlywine stated the bonds would close on December 7, 2021.

200 **B. District Engineer: *Waldrop Engineering***

201 There was no report.

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

203 • **NEXT MEETING DATE: January 7, 2022 at 11:00 A.M.**

204 The next meeting will be held on January 7, 2022, unless canceled.

205

206 **FOURTEENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

207

208 There were no Board Members' comments or requests.

209

210 **FIFTEENTH ORDER OF BUSINESS**

Public Comments

211

212 There were no public comments.

213

214 **SIXTEENTH ORDER OF BUSINESS**

Adjournment

215

216 There being nothing further to discuss, the meeting adjourned.

217

218 **On MOTION by Mr. Roscoe and seconded by Mr. Cotter, with all in favor, the**
219 **meeting adjourned at 11:23 a.m.**

220

221

222

223

224

225

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

226
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231
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233

Secretary/Assistant Secretary

Chair/Vice Chair

Ocala Preserve
Community Development District

9C

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

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