

# **OCALE PRESERVE**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**April 4, 2025**

**BOARD OF SUPERVISORS  
REGULAR MEETING  
AGENDA**

**OCALE PRESERVE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA**  
**LETTER**

**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**

March 28, 2025

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 April 4, 2025 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. Administration of Oath of Office to Elected Supervisors (Kara Disotell - Seat 3, John Wiggins - Seat 4, Ethan Mellish - Seat 5) *(the following will be provided in a separate package)*
  - A. Required Ethics Training and Disclosure Filing
    - Sample Form 1 2023/Instructions
  - B. Membership, Obligations and Responsibilities
  - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
  - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Consideration of Resolution 2025-01, 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. Acceptance of Resignation of Joshua Tepper [Seat 2]
6. Consider Appointment to Fill Unexpired Term of Seat 2; Term Expires November 2026
  - Administration of Oath of Office
7. Consideration of Resolution 2025-02, Electing and Removing 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.

8. Consideration of Resolution 2025-03, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date
9. Discussion/Consideration: Project Completion Resolutions
  - A. Consideration of Resolution 2025-04, Addressing Real Estate Conveyances and Permits; Accepting a Certificate of the District Engineer and Declaring Certain Project Complete; Providing Direction to District Staff; Finalizing Assessments; Authorizing Conveyances; Authorizing a Mutual Release; Providing for a Supplement to the Improvement Lien Book; Providing for Severability, Conflicts, and an Effective Date [PROJECT COMPLETION RESOLUTION FOR 2023 PROJECT]
  - B. Consideration of Resolution 2025-05, Authorizing District Staff to Confirm the Satisfaction of the Release Conditions of the Capital Improvement Revenue Bonds, Series 2023 (2023 Project Area) and, Upon Satisfaction, Authorizing the Release of the Debt Service Reserve Funds into the Series 2023 Acquisition and Construction Account; Authorizing a Requisition for Payment of the Balance of the 2023 Acquisition and Construction Account; Providing Additional Authorization; and Providing for Severability, Conflicts, and an Effective Date
  - C. Discussion: Project Completion Resolutions for 2021 Project
10. Consideration of Atwell LLC Proposal for Surveying Services *(to be provided under separate cover)*
11. Ratification Items
  - A. Fiscal Year 2025 Deficit Funding Agreement
  - B. Funding Request #17: Ciraco Underground, Inc. [\$391,777.00]
  - C. Funding Request #18: UES Professional Services LLC [\$25,863.75]
12. Acceptance of Unaudited Financial Statements as of February 28, 2025
13. Approval of Minutes:
  - A. August 2, 2024 Public Hearing and Regular Meeting
  - B. November 5, 2024 Landowners' Meeting



14. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *Atwell, LLC*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
- NEXT MEETING DATE: May 2, 2025 at 11:00 AM

○ QUORUM CHECK

SEAT 1	CHRISTIAN COTTER	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2		<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	KARA DISOTELL	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4	JOHN WIGGINS	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	ETHAN MELLISH	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO


15. Board Members' Comments/Requests

16. Public Comments

17. Adjournment

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

Sincerely,



Kristen Suit  
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**

**4**

## RESOLUTION 2025-01

**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 on November 5, 2024, 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 canvass 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:

BOARD OF SUPERVISORS	SEAT	VOTES
Kara Disotell	Seat 3	321 Votes
John Wiggins	Seat 4	321 Votes
Ethan Mellish	Seat 5	320 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:

BOARD OF SUPERVISORS	SEAT	TERM OF OFFICE
Kara Disotell	Seat 3	4-Year Term
John Wiggins	Seat 4	4-Year Term
Ethan Mellish	Seat 5	2-Year Term

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

**PASSED AND ADOPTED** this 4<sup>th</sup> day of April, 2025.

Attest:

**OCALA PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

# **Ocala Preserve**

## **COMMUNITY DEVELOPMENT DISTRICT**

**5**

NOTICE OF TENDER OF RESIGNATION

To: Board of Supervisors  
Ocala Preserve Community Development District  
Attn: District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

From: Joshua Teller  
Printed Name

Date: 2/4/2025  
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Ocala Preserve Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and ☐ personally presented at a duly noticed meeting of the Board of Supervisors, ☐ scanned and electronically transmitted to [gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com) or ☐ faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.

  
Signature

# **Ocala Preserve**

## **COMMUNITY DEVELOPMENT DISTRICT**

**7**

**RESOLUTION 2025-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OCALA  
PRESERVE COMMUNITY DEVELOPMENT DISTRICT ELECTING AND  
REMOVING 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 District’s Board of Supervisors of the District desires to elect and remove certain Officers of the District.

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

**SECTION 1.** The following is/are elected as Officer(s) of the District effective April 4, 2025:

\_\_\_\_\_ is appointed Chair

\_\_\_\_\_ is appointed Vice Chair

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

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

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

**SECTION 2.** The following Officer(s) shall be removed as Officer(s) as of April 4, 2025:

Joshua Tepper                      Assistant Secretary

\_\_\_\_\_



**SECTION 3.** The following prior appointments by the Board remain unaffected by this Resolution.

Craig Wrathell is Secretary

Kristen Suit is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

**PASSED AND ADOPTED** this 4th day of April, 2025.

ATTEST:

**OCALA PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

# **Ocala Preserve**

## **COMMUNITY DEVELOPMENT DISTRICT**

**8**

## RESOLUTION 2025-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has prepared and submitted to the Board of Supervisors ("**Board**") of the Ocala Preserve Community Development District ("**District**") prior to June 15, 2025, the proposed operating budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2025/2026**"); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

**1. PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2025/2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

**2. SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

**DATE:** \_\_\_\_\_

**HOUR:** 11:00 a.m.

**LOCATION:** The Club at Ocala Preserve  
4021 NW 53rd Avenue Road  
Ocala, Florida 34482

**3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Marion County at least 60 days prior to the hearing set above.

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

**5. PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

**6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**7. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 4th day of April, 2025.

ATTEST:

**OCALA PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Fiscal Year 2025/2026 Budget

**Exhibit A:** Fiscal Year 2025/2026 Budget

**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2026**

**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
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**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 02/28/25	Projected through 9/30/2025	Total Actual & Projected	Proposed Budget FY 2026
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 78,106				\$ 78,106
Allowable discounts (4%)	(3,124)				(3,124)
Assessment levy: on-roll - net	74,982	\$ 59,915	\$ 15,067	\$ 74,982	74,982
Assessment levy: off-roll	34,057	25,542	8,515	34,057	34,057
Landowner contribution	-	417,641	-	417,641	-
Total revenues	109,039	503,098	23,582	526,680	109,039
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Management/accounting/recording**	48,000	20,000	28,000	48,000	48,000
Legal	22,000	653	21,347	22,000	22,000
Engineering	2,200	-	2,200	2,200	2,200
Audit	6,000	-	6,000	6,000	6,000
Arbitrage rebate calculation*	1,000	-	1,000	1,000	1,000
Dissemination agent*	2,000	833	1,167	2,000	2,000
EMMA software service	1,000	1,000	-	-	1,000
Trustee* - series 2021	4,750	4,031	719	4,750	4,750
Trustee* - series 2022	4,750	4,031	719	4,750	4,750
Debt service fund accounting	3,000	1,250	1,750	3,000	3,000
Telephone	200	83	117	200	200
Postage	500	92	408	500	500
Printing & binding	500	208	292	500	500
Legal advertising	1,500	440	1,060	1,500	1,500
Annual special district fee	175	175	-	175	175
Insurance	6,200	5,814	386	6,200	6,200
Contingencies/bank charges	2,000	432	1,568	2,000	2,000
Website hosting & maintenance	705	705	-	705	705
Website ADA compliance	210	210	-	210	210
Tax collector	2,343	1,194	1,149	2,343	2,343
Unbudgeted Expense	-	417,642	-	417,642	-
Total expenditures	109,033	458,793	67,882	526,675	109,033
Excess/(deficiency) of revenues over/(under) expenditures	6	44,305	(44,300)	5	6
Fund balance - beginning (unaudited)	20,205	47,899	92,204	47,899	47,904
Fund balance - ending	\$ 20,211	\$ 92,204	\$ 47,904	\$ 47,904	\$ 47,910

\* These items will be realized when bonds are issued



**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Management/accounting/recording**	\$ 48,000
<p><b>Wrathell, Hunt and Associates, LLC</b> (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	22,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	2,200
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	6,000
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation*	1,000
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent*	2,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
EMMA software service	1,000
Trustee* - series 2021	4,750
Annual fee for the service provided by trustee, paying agent and registrar.	
Trustee* - series 2022	4,750
Debt service fund accounting	3,000
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	1,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	6,200
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	2,000
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Tax collector	2,343
Total expenditures	<u><u>\$ 109,033</u></u>

**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2021  
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 02/28/25	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
<b>REVENUES</b>					
Assessment levy: on-roll	\$ 232,896				\$ 228,217
Allowable discounts (4%)	(9,316)				(9,129)
Net assessment levy - on-roll	223,580	\$ 178,485	\$ 45,095	\$ 223,580	219,088
Assessment prepayments	-	71,865	-	71,865	-
Interest	-	2,987	-	2,987	-
Total revenues	223,580	253,337	45,095	298,432	219,088
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	85,000	85,000	-	85,000	85,000
Principal prepayment	-	-	-	-	70,000
Interest	125,431	63,220	62,211	125,431	122,153
Tax collector	6,987	3,557	3,430	6,987	6,847
Total expenditures	217,418	151,777	65,641	217,418	284,000
Excess/(deficiency) of revenues over/(under) expenditures	6,162	101,560	(20,546)	81,014	(64,912)
Fund balance:					
Beginning fund balance (unaudited)	222,465	233,840	335,400	233,840	314,854
Ending fund balance (projected)	<u>\$228,627</u>	<u>\$ 335,400</u>	<u>\$ 314,854</u>	<u>\$ 314,854</u>	<u>249,942</u>
Use of fund balance:					
Debt service reserve account balance (required)					(53,526)
Principal and interest expense - November 1, 2026					(149,942)
Projected fund balance surplus/(deficit) as of September 30, 2026					<u>\$ 46,474</u>

**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2021 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/25	70,000.00		-	-	3,520,000.00
11/01/25	85,000.00	2.375%	62,210.63	147,210.63	3,435,000.00
05/01/26	-		59,941.88	59,941.88	3,435,000.00
11/01/26	90,000.00	2.375%	59,941.88	149,941.88	3,345,000.00
05/01/27	-		58,873.13	58,873.13	3,345,000.00
11/01/27	90,000.00	2.875%	58,873.13	148,873.13	3,255,000.00
05/01/28	-		57,579.38	57,579.38	3,255,000.00
11/01/28	90,000.00	2.875%	57,579.38	147,579.38	3,165,000.00
05/01/29	-		56,285.63	56,285.63	3,165,000.00
11/01/29	95,000.00	2.875%	56,285.63	151,285.63	3,070,000.00
05/01/30	-		54,920.00	54,920.00	3,070,000.00
11/01/30	100,000.00	2.875%	54,920.00	154,920.00	2,970,000.00
05/01/31	-		53,482.50	53,482.50	2,970,000.00
11/01/31	100,000.00	2.875%	53,482.50	153,482.50	2,870,000.00
05/01/32	-		52,045.00	52,045.00	2,870,000.00
11/01/32	105,000.00	3.100%	52,045.00	157,045.00	2,765,000.00
05/01/33	-		50,417.50	50,417.50	2,765,000.00
11/01/33	105,000.00	3.100%	50,417.50	155,417.50	2,660,000.00
05/01/34	-		48,790.00	48,790.00	2,660,000.00
11/01/34	110,000.00	3.100%	48,790.00	158,790.00	2,550,000.00
05/01/35	-		47,085.00	47,085.00	2,550,000.00
11/01/35	115,000.00	3.100%	47,085.00	162,085.00	2,435,000.00
05/01/36	-		45,302.50	45,302.50	2,435,000.00
11/01/36	115,000.00	3.100%	45,302.50	160,302.50	2,320,000.00
05/01/37	-		43,520.00	43,520.00	2,320,000.00
11/01/37	120,000.00	3.100%	43,520.00	163,520.00	2,200,000.00
05/01/38	-		41,660.00	41,660.00	2,200,000.00
11/01/38	125,000.00	3.100%	41,660.00	166,660.00	2,075,000.00
05/01/39	-		39,722.50	39,722.50	2,075,000.00
11/01/39	130,000.00	3.100%	39,722.50	169,722.50	1,945,000.00
05/01/40	-		37,707.50	37,707.50	1,945,000.00
11/01/40	130,000.00	3.100%	37,707.50	167,707.50	1,815,000.00
05/01/41	-		35,692.50	35,692.50	1,815,000.00
11/01/41	135,000.00	3.100%	35,692.50	170,692.50	1,680,000.00
05/01/42	-		33,600.00	33,600.00	1,680,000.00
11/01/42	140,000.00	4.000%	33,600.00	173,600.00	1,540,000.00
05/01/43	-		30,800.00	30,800.00	1,540,000.00
11/01/43	145,000.00	4.000%	30,800.00	175,800.00	1,395,000.00
05/01/44	-		27,900.00	27,900.00	1,395,000.00
11/01/44	150,000.00	4.000%	27,900.00	177,900.00	1,245,000.00
05/01/45	-		24,900.00	24,900.00	1,245,000.00
11/01/45	160,000.00	4.000%	24,900.00	184,900.00	1,085,000.00

**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2021 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
05/01/46	-		21,700.00	21,700.00	1,085,000.00
11/01/46	165,000.00	4.000%	21,700.00	186,700.00	920,000.00
05/01/47	-		18,400.00	18,400.00	920,000.00
11/01/47	170,000.00	4.000%	18,400.00	188,400.00	750,000.00
05/01/48	-		15,000.00	15,000.00	750,000.00
11/01/48	175,000.00	4.000%	15,000.00	190,000.00	575,000.00
05/01/49	-		11,500.00	11,500.00	575,000.00
11/01/49	185,000.00	4.000%	11,500.00	196,500.00	390,000.00
05/01/50	-		7,800.00	7,800.00	390,000.00
11/01/50	190,000.00	4.000%	7,800.00	197,800.00	200,000.00
05/01/51	-		4,000.00	4,000.00	200,000.00
11/01/51	200,000.00	4.000%	4,000.00	204,000.00	-
<b>Total</b>	<b>3,675,000.00</b>		<b>2,144,891.30</b>	<b>5,749,891.30</b>	

**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2023  
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 02/28/25	Projected through 9/30/2025	Total Actual & Projected	Proposed Budget FY 2026
<b>REVENUES</b>					
Assessment levy: on-roll	\$ 404,320				\$ 392,417
Allowable discounts (4%)	(16,173)				(15,697)
Net assessment levy - on-roll	388,147	\$ 309,268	\$ 73,902	\$ 383,170	376,720
Assessment prepayments	-	60,230	-	60,230	-
Interest	-	4,264	-	4,264	-
Total revenues	388,147	373,762	73,902	447,664	376,720
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	75,000	75,000	75,000	150,000	75,000
Interest	296,555	193,936	102,619	296,555	285,978
Tax collector	12,130	6,163	5,967	12,130	11,773
Total expenditures	383,685	275,099	183,586	458,685	372,751
Excess/(deficiency) of revenues over/(under) expenditures	4,462	98,663	(109,684)	(11,021)	3,969
Fund balance:					
Beginning fund balance (unaudited)	342,280	341,176	439,839	341,176	330,155
Ending fund balance (projected)	<u>\$346,742</u>	<u>\$ 439,839</u>	<u>\$ 330,155</u>	<u>\$ 330,155</u>	<u>334,124</u>
Use of fund balance:					
Debt service reserve account balance (required)					(90,805)
Principal and interest expense - November 1, 2026					(141,161)
Projected fund balance surplus/(deficit) as of September 30, 2026					<u>\$ 102,158</u>

**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2023 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/25			142,988.75	142,988.75	4,995,000.00
05/01/26	75,000.00	4.875%	142,988.75	217,988.75	4,920,000.00
11/01/26			141,160.63	141,160.63	4,920,000.00
05/01/27	80,000.00	4.875%	141,160.63	221,160.63	4,840,000.00
11/01/27			139,210.63	139,210.63	4,840,000.00
05/01/28	85,000.00	4.875%	139,210.63	224,210.63	4,755,000.00
11/01/28			137,138.75	137,138.75	4,755,000.00
05/01/29	90,000.00	4.875%	137,138.75	227,138.75	4,665,000.00
11/01/29			134,945.00	134,945.00	4,665,000.00
05/01/30	95,000.00	4.875%	134,945.00	229,945.00	4,570,000.00
11/01/30			132,629.38	132,629.38	4,570,000.00
05/01/31	100,000.00	5.700%	132,629.38	232,629.38	4,470,000.00
11/01/31			129,779.38	129,779.38	4,470,000.00
05/01/32	105,000.00	5.700%	129,779.38	234,779.38	4,365,000.00
11/01/32			126,786.88	126,786.88	4,365,000.00
05/01/33	110,000.00	5.700%	126,786.88	236,786.88	4,255,000.00
11/01/33			123,651.88	123,651.88	4,255,000.00
05/01/34	115,000.00	5.700%	123,651.88	238,651.88	4,140,000.00
11/01/34			120,374.38	120,374.38	4,140,000.00
05/01/35	125,000.00	5.700%	120,374.38	245,374.38	4,015,000.00
11/01/35			116,811.88	116,811.88	4,015,000.00
05/01/36	130,000.00	5.700%	116,811.88	246,811.88	3,885,000.00
11/01/36			113,106.88	113,106.88	3,885,000.00
05/01/37	140,000.00	5.700%	113,106.88	253,106.88	3,745,000.00
11/01/37			109,116.88	109,116.88	3,745,000.00
05/01/38	145,000.00	5.700%	109,116.88	254,116.88	3,600,000.00
11/01/38			104,984.38	104,984.38	3,600,000.00
05/01/39	155,000.00	5.700%	104,984.38	259,984.38	3,445,000.00
11/01/39			100,566.88	100,566.88	3,445,000.00
05/01/40	165,000.00	5.700%	100,566.88	265,566.88	3,280,000.00
11/01/40			95,864.38	95,864.38	3,280,000.00
05/01/41	175,000.00	5.700%	95,864.38	270,864.38	3,105,000.00
11/01/41			90,876.88	90,876.88	3,105,000.00
05/01/42	185,000.00	5.700%	90,876.88	275,876.88	2,920,000.00
11/01/42			85,604.38	85,604.38	2,920,000.00
05/01/43	195,000.00	5.700%	85,604.38	280,604.38	2,725,000.00
11/01/43			80,046.88	80,046.88	2,725,000.00
05/01/44	205,000.00	5.875%	80,046.88	285,046.88	2,520,000.00
11/01/44			74,025.00	74,025.00	2,520,000.00
05/01/45	220,000.00	5.875%	74,025.00	294,025.00	2,300,000.00
11/01/45			67,562.50	67,562.50	2,300,000.00
05/01/46	235,000.00	5.875%	67,562.50	302,562.50	2,065,000.00
11/01/46			60,659.38	60,659.38	2,065,000.00

**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2023 AMORTIZATION SCHEDULE**

05/01/47	245,000.00	5.875%	60,659.38	305,659.38	1,820,000.00
11/01/47			53,462.50	53,462.50	1,820,000.00
05/01/48	260,000.00	5.875%	53,462.50	313,462.50	1,560,000.00
11/01/48			45,825.00	45,825.00	1,560,000.00
05/01/49	275,000.00	5.875%	45,825.00	320,825.00	1,285,000.00
11/01/49			37,746.88	37,746.88	1,285,000.00
05/01/50	295,000.00	5.875%	37,746.88	332,746.88	990,000.00
11/01/50			29,081.25	29,081.25	990,000.00
05/01/51	310,000.00	5.875%	29,081.25	339,081.25	680,000.00
11/01/51			19,975.00	19,975.00	680,000.00
05/01/52	330,000.00	5.875%	19,975.00	349,975.00	350,000.00
11/01/52			10,281.25	10,281.25	350,000.00
05/01/53	350,000.00	5.875%	10,281.25	360,281.25	-
<b>Total</b>	<b>5,190,000.00</b>		<b>5,542,280.81</b>	<b>10,732,280.81</b>	

**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

<b>On-Roll - Phase One</b>					
<b>Product/Parcel</b>	<b>Units</b>	<b>FY 2026 O&amp;M Assessment per Unit</b>	<b>FY 2026 DS Assessment per Unit</b>	<b>FY 2026 Total Assessment per Unit</b>	<b>FY 2025 Total Assessment per Unit</b>
Townhome/Villa 36'	84	\$ 87.54	\$ 623.88	\$ 711.42	\$ 711.42
Single Family 40'	22	97.27	693.19	790.46	790.46
Single Family 45'	1	109.42	779.84	889.26	889.26
Single Family 50'	125	121.58	866.49	988.07	988.07
Single Family 60'	54	145.89	1,039.79	1,185.68	1,185.68
<b>Total</b>	<b>286</b>				

<b>On-Roll - Phase Two</b>					
<b>Product/Parcel</b>	<b>Units</b>	<b>FY 2026 O&amp;M Assessment per Unit</b>	<b>FY 2026 DS Assessment per Unit</b>	<b>FY 2026 Total Assessment per Unit</b>	<b>FY 2025 Total Assessment per Unit</b>
Townhome/Villa 36'	52	\$ 87.54	\$ 779.00	\$ 866.54	\$ 866.54
Single Family 40'	85	97.27	865.92	963.19	963.19
Single Family 45'	-	109.42	-	109.42	109.42
Single Family 50'	177	121.58	1,082.12	1,203.70	1,203.70
Single Family 60'	76	145.89	1,298.33	1,444.22	1,444.22
<b>Total</b>	<b>390</b>				

<b>Off-Roll Assessments - Future Phases</b>					
<b>Product/Parcel</b>	<b>Units</b>	<b>FY 2026 O&amp;M Assessment per Unit</b>	<b>FY 2026 DS Assessment per Unit</b>	<b>FY 2026 Total Assessment per Unit</b>	<b>FY 2025 Total Assessment per Unit</b>
Townhome/Villa 36'	-	\$ 81.41	\$ -	\$ 81.41	\$ 81.41
Single Family 40'	42	90.46	-	90.46	90.46
Single Family 45'	-	101.76	-	101.76	101.76
Single Family 50'	204	113.07	-	113.07	113.07
Single Family 60'	53	135.68	-	135.68	135.68
<b>Total</b>	<b>299</b>				



# **Ocala Preserve**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **9A**

RESOLUTION 2025-04

[PROJECT COMPLETION RESOLUTION  
FOR 2021 PROJECT]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT ADDRESSING REAL ESTATE CONVEYANCES AND PERMITS; ACCEPTING A CERTIFICATE OF THE DISTRICT ENGINEER AND DECLARING CERTAIN PROJECT COMPLETE; PROVIDING DIRECTION TO DISTRICT STAFF; FINALIZING ASSESSMENTS; AUTHORIZING CONVEYANCES; AUTHORIZING A MUTUAL RELEASE; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

*Background*

**WHEREAS**, the Ocala Preserve Community Development District (“**District**”) was established for the purpose of providing infrastructure improvements, facilities, and services to the lands within the District as provided in Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District previously issued its Capital Improvement Revenue Bonds, Series 2021 (“**Bonds**”), which Bonds are secured by debt service special assessments (“**Assessments**”) levied on certain lands within the District, and which Bonds were used to finance a portion of the “2021 Project” (“**Project**”); and

**WHEREAS**, pursuant to Chapter 170, *Florida Statutes*, and the trust indentures for the Bonds, the District Engineer has executed and delivered an “**Engineer’s Certificate**,” attached hereto as **Exhibit A**, wherein the District Engineer certified the Project complete; and

**WHEREAS**, the District Assessment Consultant similarly has executed and delivered a “**District Certificate**,” attached hereto as **Exhibit B**, wherein the District Assessment Consultant has made certain certifications relating to the completion of the Project; and

**WHEREAS**, in reliance upon the Engineer’s Certificate and District Certificate, the District’s Board desires to certify the Project complete in accordance with the trust indentures for the Bonds, the assessment resolutions levying the Assessments, and pursuant to Chapter 170, *Florida Statutes*, and to establish a date of the completion for the Project;

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

1. **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. **AUTHORITY.** This Resolution is adopted pursuant the Indenture and provisions of Florida law, including Chapters 170 and 190, *Florida Statutes*.

3. **ACCEPTANCE OF ENGINEER'S CERTIFICATE AND DISTRICT CERTIFICATE.** The Board hereby accepts the Engineer's Certificate, attached hereto as **Exhibit A**, and District Certificate, attached hereto as **Exhibit B**, and certifies the Project complete in accordance with the trust indentures for the Bonds, the assessment resolutions levying the Assessments, and pursuant to Chapter 170, *Florida Statutes*. The Completion Date, as that term is defined in the trust indentures, shall be the date upon which a final requisition payment has been made for the Project using the balance of the Series 2021 Acquisition and Construction Account, after (i) satisfaction of the Series 2021 Reserve Account Release Conditions, (ii) release of the corresponding monies from the Series 2021 Reserve Account and into the Series 2021 Acquisition and Construction Account, and (iii) payment has been made using those released monies and for any final project costs.

4. **DIRECTION TO DISTRICT STAFF.** District Staff is directed to notify the Trustee for the Bonds of the completion of the Project, and to effect any final transfers of funds from the reserve accounts and acquisition and construction accounts for the Bonds, and close the acquisition and construction accounts, upon completion of such transfers.

5. **FINALIZATION OF ASSESSMENTS.** Pursuant to Section 170.08, *Florida Statutes*, and the assessment resolutions levying the Assessments, and because the Project are complete, the Assessments are to be credited the difference in the assessment as originally made, approved, and confirmed and a proportionate part of the actual project costs of the Project. Because all of the original construction proceeds from the Bonds were used to construct the Project, respectively, and all contribution requirements (if any) were satisfied, no such credit is due. Accordingly, and pursuant to Section 170.08, *Florida Statutes*, and the Assessments are hereby finalized in the amount of the outstanding debt due on the Bonds, respectively, in accordance with **Exhibit B** herein, and are hereby apportioned in accordance with the assessment resolutions and reports adopted for the levy of the Assessments, as well as the Final Assessment Lien Roll on file with the District Manager.

6. **REAL ESTATE CONVEYANCES; PERMITS.** In connection with the Project, the District: (i) has accepted permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of the improvements, and (ii) has accepted, conveyed and/or dedicated certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, has executed 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 "**Conveyances**"). All such

Conveyances are hereby ratified, if not previously approved, and any remaining Conveyances are expressly authorized.

**7. MUTUAL RELEASE.** Because the Project is complete, the District hereby authorizes execution of mutual releases in the forms attached hereto as **Exhibit C**.

**8. IMPROVEMENT LIEN BOOK.** Immediately following the adoption of this Resolution, the Assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's "Improvement Lien Book." The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be 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.

**9. TRUE-UP PAYMENTS.** As set forth in **Exhibit B**, all true-up obligations are deemed satisfied at this time.

**10. GENERAL AUTHORIZATION.** The Chairman, members of the Board of Supervisors and District staff are hereby generally authorized, upon the adoption of this Resolution, to do all acts and things required of them by this Resolution or desirable or consistent with the requirements or intent hereof.

**11. CONFLICTS.** All District resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed. This Resolution is intended to supplement the assessment resolutions levying the Assessments which remain in full force and effect. This Resolution and the assessment resolutions levying the Assessments shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

**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. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**PASSED AND ADOPTED** this 4th day of April, 2025.

Attest:

**OCALA PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

---

Chair/Vice Chair, Board of Supervisors

**Exhibit A:** District Engineer's Certificate  
**Exhibit B:** District Certificate  
**Exhibit C:** Mutual Release of Obligations

**EXHIBIT A**

**ENGINEER'S CERTIFICATE  
REGARDING COMPLETION OF 2021 PROJECT**

\_\_\_\_\_, 2025

Board of Supervisors  
Ocala Preserve Community Development District

U.S. Bank National Association, as Trustee

RE: Certificate of Completion for Certain District Project

This Certificate is furnished in accordance Chapter 170, *Florida Statutes*, and regarding the following District's "2021 Project" ("**Project**"). This Certificate is intended to evidence the completion of the Project undertaken by the District. To the best of my knowledge and belief, and after reasonable inquiry, the undersigned, as an authorized representative of District Engineer, hereby makes the following certifications upon which the District may rely:

1. The Project has been completed in substantial compliance with the specifications, is in service, and is capable of performing the functions for which it is intended.
2. Based on our review of the requisitions and information provided by the District Manager, all labor, services, materials, and supplies used in the Project have been paid for and, where practicable, acknowledgment of such payments has been obtained from all contractors and suppliers.
3. All plans, permits and specification necessary for the operation and maintenance of the Project improvements are complete and on file with the District Engineer and have been transferred to the District or other appropriate governmental entity having charge of such operation and maintenance, or are in the process of being transferred to the District.
4. As part of the Project, the District did not fund any improvements that generated impact fee credits or similar credits.
5. The total cost of the Project was greater than the amount deposited in the applicable acquisition and construction account established for the Bonds related to the Project.

WHEREFORE, the undersigned authorized representative of the District Engineer executes this Engineer's Certificate.

**ATWELL, LLC**

\_\_\_\_\_  
Florida Registration No. \_\_\_\_\_  
District Engineer

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, P.E., an authorized representative of ATWELL, LLC, as District Engineer of the Ocala Preserve Community Development District, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ☐ ] or did not [ ☐ ] take the oath.

Notary Public, State of \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT B**

**DISTRICT CERTIFICATE  
REGARDING COMPLETION OF 2021 PROJECT**

\_\_\_\_\_, 2025

Board of Supervisors  
Ocala Preserve Community Development District

U.S. Bank National Association, as Trustee

RE: Certificate of Completion for Certain District Project  
District Assessment Consultant Certifications

This Certificate is furnished in accordance Chapter 170, *Florida Statutes*, and regarding the District's "2021 Project" ("**Project**"), which was funded in part by the District's Capital Improvement Revenue Bonds, Series 2021 ("**Bonds**"). The Bonds were secured in part by debt service assessments ("**Assessments**") levied on certain lands within the boundaries of the District. This Certificate is intended to make certain certifications relating to the completion of the Project undertaken by the District.

To the best of my knowledge and belief, and after reasonable inquiry, the undersigned, as an authorized representative of the District's Assessment Consultant, hereby makes the following certifications upon which the District may rely:

1. The total cost of the Project was greater than the amount deposited in the applicable acquisition and construction account established for the Bonds related to the Project. Further, The District has spent substantially all monies from the applicable construction account(s) for the Project. Accordingly, and pursuant to Section 170.08, *Florida Statutes*, no credit is due in connection with finalizing the Assessments.

2. Based on inquiry of the District Engineer, the benefits to the lands subject to the Assessments from the completed Project continues to be sufficient to support the applicable Assessments. Moreover, Assessments continue to be fairly and reasonably allocated consistent with the applicable assessment resolutions and reports.

3. The Developer has satisfied any and all requirements, if any, to make contributions of infrastructure in connection with the reduction of the Assessments to meet target levels, repay impact fee credits, or otherwise offset assessments.



4. As of the date hereof, no rebate amount is due and owing to the federal government with respect to the Bonds.

5. The Assessments are sufficient to pay the remaining debt service on the Bonds.

6. Based on a review of the applicable plats for lands within the District, no true-up is presently due and owing at this time for any of the Assessments.

**WHEREFORE**, the undersigned authorized representative has executed the foregoing District Certificate regarding Project Completion.

**WRATHELL, HUNT & ASSOCIATES, LLC**

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

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, on behalf of WRATHELL, HUNT & ASSOCIATES, LLC, as Assessment Consultant for the Ocala Preserve Community Development District, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## EXHIBIT C

### MUTUAL RELEASE

This Mutual Release ("**Release**") 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* ("**District**"), and

**FORESTAR (USA) REAL ESTATE GROUP, INC.**, a foreign corporation, with a mailing address of 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610 ("**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, operating and/or maintaining 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 developer of certain lands within the boundaries of the District; and

**WHEREAS**, the District previously undertook its "2021 Project" ("**Project**"), which was funded in part by the District's Capital Improvement Revenue Bonds, Series 2021 ("**Bonds**"), and the Bonds were secured in part by debt service assessments ("**Assessments**") levied on certain lands within the boundaries of the District; and

**WHEREAS**, in connection with the Bonds, the District entered into certain agreements with the Developer, including a completion agreement, collateral assignment agreement, and acquisition agreement (together, "**Developer Agreements**"); and

**WHEREAS**, the District is in the process of declaring the Project complete, and the parties desire to provide mutual releases relating thereto.

**NOW, THEREFORE**, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

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

**2. MUTUAL RELEASES.** The Developer and District hereby agree that the Developer has been paid in full for any amounts owed in connection with the Project, and that there are no amounts of any kind due now or in the future, whether as construction proceeds, deferred costs, or otherwise, and whether pursuant to the Developer Agreements, applicable Trust Indentures or any other agreement, to the Developer and relating in any way to the Project or the Bonds. Accordingly, the Developer hereby acknowledges receipt of all payments due and owing for work product, infrastructure, or land conveyance, or any other amount owed relating in any way to the Project or Bonds; certifies that there are no outstanding requests for payment and that there is no disagreement as to the appropriateness of any such payments; and further waives and releases any claim, entitlement, or right it presently has or may have in the future to any additional payment of amounts due and owing related to the Project or Bonds.

In consideration therefor, the District does hereby release, release, remit, acquit, and forever discharge from any and all claims, demands, damages, attorney's fees (including appellate attorney's fees), costs, debts, actions, causes of action, and suits of any kind or nature whatsoever all claims it presently has or may have in the future against the Developer and its assigns, successors, predecessor and successor corporations, parent corporations, subsidiaries, affiliates, officers (past and present), employees (past and present), independent agents (past and present), agents (past and present, attorneys (past and present, partners (past and present), members (past and present), insurers (past and present), and any and all sureties and other insurers, on account of all damages, including compensatory, economic, non-economic, punitive, and all other damages, known and unknown, foreseen and unforeseen, and any and all rights, claims and demands of whatsoever kind or nature, in law or in equity, which it ever had, now have or may hereafter acquire against such parties arising out of or with respect to the construction, implementation, equipping, ownership and operation of the Project, or any portions thereof, and the Developer Agreements or the Bonds.

NOTE: Notwithstanding anything to the contrary herein, nothing herein shall be construed to waive the Developer's right to payment, if any, for the balance of the Series 2021 Acquisition and Construction Account, after (i) satisfaction of the Series 2021 Reserve Account Release Conditions, (ii) release of the corresponding monies from the Series 2021 Reserve Account and into the Series 2021 Acquisition and Construction Account, and (iii) payment to the Developer using those released monies and for any final project costs.

**3. ASSESSMENTS.** Nothing in this Mutual Release shall be construed to waive or otherwise apply to the Developer's obligation to pay assessments (including but not limited to true-up payments) owed to the District and levied on lands owned by the Developer.

**4. EFFECTIVE DATE.** The releases contained herein shall take effect upon execution of this Release.

**WHEREFORE**, the parties below execute this Release to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2025.

**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

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

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

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

**OCALE PRESERVE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**9B**

RESOLUTION 2025-05

[PROJECT COMPLETION RESOLUTION  
FOR 2023 PROJECT]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT ADDRESSING REAL ESTATE CONVEYANCES AND PERMITS; ACCEPTING A CERTIFICATE OF THE DISTRICT ENGINEER AND DECLARING CERTAIN PROJECT COMPLETE; PROVIDING DIRECTION TO DISTRICT STAFF; FINALIZING ASSESSMENTS; AUTHORIZING CONVEYANCES; AUTHORIZING A MUTUAL RELEASE; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

*Background*

**WHEREAS**, the Ocala Preserve Community Development District (“**District**”) was established for the purpose of providing infrastructure improvements, facilities, and services to the lands within the District as provided in Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District previously issued its Capital Improvement Revenue Bonds, Series 2023 (“**Bonds**”), which Bonds are secured by debt service special assessments (“**Assessments**”) levied on certain lands within the District, and which Bonds were used to finance a portion of the “2023 Project” (“**Project**”); and

**WHEREAS**, pursuant to Chapter 170, *Florida Statutes*, and the trust indentures for the Bonds, the District Engineer has executed and delivered an “**Engineer’s Certificate**,” attached hereto as **Exhibit A**, wherein the District Engineer certified the Project complete; and

**WHEREAS**, the District Assessment Consultant similarly has executed and delivered a “**District Certificate**,” attached hereto as **Exhibit B**, wherein the District Assessment Consultant has made certain certifications relating to the completion of the Project; and

**WHEREAS**, in reliance upon the Engineer’s Certificate and District Certificate, the District’s Board desires to certify the Project complete in accordance with the trust indentures for the Bonds, the assessment resolutions levying the Assessments, and pursuant to Chapter 170, *Florida Statutes*, and to establish a date of the completion for the Project;

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

1. **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. **AUTHORITY.** This Resolution is adopted pursuant the Indenture and provisions of Florida law, including Chapters 170 and 190, *Florida Statutes*.

3. **ACCEPTANCE OF ENGINEER'S CERTIFICATE AND DISTRICT CERTIFICATE.** The Board hereby accepts the Engineer's Certificate, attached hereto as **Exhibit A**, and District Certificate, attached hereto as **Exhibit B**, and certifies the Project complete in accordance with the trust indentures for the Bonds, the assessment resolutions levying the Assessments, and pursuant to Chapter 170, *Florida Statutes*. The Completion Date, as that term is defined in the trust indentures, shall be the date upon which a final requisition payment has been made for the Project using the balance of the Series 2023 Acquisition and Construction Account, after (i) satisfaction of the Series 2023 Reserve Account Release Conditions, (ii) release of the corresponding monies from the Series 2023 Reserve Account and into the Series 2023 Acquisition and Construction Account, and (iii) payment has been made using those released monies and for any final project costs.

4. **DIRECTION TO DISTRICT STAFF.** District Staff is directed to notify the Trustee for the Bonds of the completion of the Project, and to effect any final transfers of funds from the reserve accounts and acquisition and construction accounts for the Bonds, and close the acquisition and construction accounts, upon completion of such transfers.

5. **FINALIZATION OF ASSESSMENTS.** Pursuant to Section 170.08, *Florida Statutes*, and the assessment resolutions levying the Assessments, and because the Project are complete, the Assessments are to be credited the difference in the assessment as originally made, approved, and confirmed and a proportionate part of the actual project costs of the Project. Because all of the original construction proceeds from the Bonds were used to construct the Project, respectively, and all contribution requirements (if any) were satisfied, no such credit is due. Accordingly, and pursuant to Section 170.08, *Florida Statutes*, and the Assessments are hereby finalized in the amount of the outstanding debt due on the Bonds, respectively, in accordance with **Exhibit B** herein, and are hereby apportioned in accordance with the assessment resolutions and reports adopted for the levy of the Assessments, as well as the Final Assessment Lien Roll on file with the District Manager.

6. **REAL ESTATE CONVEYANCES; PERMITS.** In connection with the Project, the District: (i) has accepted permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of the improvements, and (ii) has accepted, conveyed and/or dedicated certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, has executed 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 "**Conveyances**"). All such

Conveyances are hereby ratified, if not previously approved, and any remaining Conveyances are expressly authorized.

**7. MUTUAL RELEASE.** Because the Project is complete, the District hereby authorizes execution of mutual releases in the forms attached hereto as **Exhibit C**.

**8. IMPROVEMENT LIEN BOOK.** Immediately following the adoption of this Resolution, the Assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's "Improvement Lien Book." The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be 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.

**9. TRUE-UP PAYMENTS.** As set forth in **Exhibit B**, all true-up obligations are deemed satisfied at this time.

**10. GENERAL AUTHORIZATION.** The Chairman, members of the Board of Supervisors and District staff are hereby generally authorized, upon the adoption of this Resolution, to do all acts and things required of them by this Resolution or desirable or consistent with the requirements or intent hereof.

**11. CONFLICTS.** All District resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed. This Resolution is intended to supplement the assessment resolutions levying the Assessments which remain in full force and effect. This Resolution and the assessment resolutions levying the Assessments shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

**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. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

[THIS SPACE INTENTIONALLY LEFT BLANK]



**PASSED AND ADOPTED** this 4th day of April, 2025.

Attest:

**OCALA PRESERVE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A:** District Engineer's Certificate  
**Exhibit B:** District Certificate  
**Exhibit C:** Mutual Release of Obligations

**EXHIBIT A**

**ENGINEER'S CERTIFICATE  
REGARDING COMPLETION OF 2023 PROJECT**

\_\_\_\_\_, 2025

Board of Supervisors  
Ocala Preserve Community Development District

U.S. Bank National Association, as Trustee

RE: Certificate of Completion for Certain District Project

This Certificate is furnished in accordance Chapter 170, *Florida Statutes*, and regarding the following District's "2023 Project" ("**Project**"). This Certificate is intended to evidence the completion of the Project undertaken by the District. To the best of my knowledge and belief, and after reasonable inquiry, the undersigned, as an authorized representative of District Engineer, hereby makes the following certifications upon which the District may rely:

1. The Project has been completed in substantial compliance with the specifications, is in service, and is capable of performing the functions for which it is intended.
2. Based on our review of the requisitions and information provided by the District Manager, all labor, services, materials, and supplies used in the Project have been paid for and, where practicable, acknowledgment of such payments has been obtained from all contractors and suppliers.
3. All plans, permits and specification necessary for the operation and maintenance of the Project improvements are complete and on file with the District Engineer and have been transferred to the District or other appropriate governmental entity having charge of such operation and maintenance, or are in the process of being transferred to the District.
4. As part of the Project, the District did not fund any improvements that generated impact fee credits or similar credits.
5. The total cost of the Project was greater than the amount deposited in the applicable acquisition and construction account established for the Bonds related to the Project.

WHEREFORE, the undersigned authorized representative of the District Engineer executes this Engineer's Certificate.

**ATWELL, LLC**

\_\_\_\_\_  
Florida Registration No. \_\_\_\_\_  
District Engineer

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, P.E., an authorized representative of ATWELL, LLC, as District Engineer of the Ocala Preserve Community Development District, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ☐ ] or did not [ ☐ ] take the oath.

Notary Public, State of \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT B**

**DISTRICT CERTIFICATE  
REGARDING COMPLETION OF 2023 PROJECT**

\_\_\_\_\_, 2025

Board of Supervisors  
Ocala Preserve Community Development District

U.S. Bank National Association, as Trustee

RE: Certificate of Completion for Certain District Project  
District Assessment Consultant Certifications

This Certificate is furnished in accordance Chapter 170, *Florida Statutes*, and regarding the District's "2023 Project" ("**Project**"), which was funded in part by the District's Capital Improvement Revenue Bonds, Series 2023 ("**Bonds**"). The Bonds were secured in part by debt service assessments ("**Assessments**") levied on certain lands within the boundaries of the District. This Certificate is intended to make certain certifications relating to the completion of the Project undertaken by the District.

To the best of my knowledge and belief, and after reasonable inquiry, the undersigned, as an authorized representative of the District's Assessment Consultant, hereby makes the following certifications upon which the District may rely:

1. The total cost of the Project was greater than the amount deposited in the applicable acquisition and construction account established for the Bonds related to the Project. Further, The District has spent substantially all monies from the applicable construction account(s) for the Project. Accordingly, and pursuant to Section 170.08, *Florida Statutes*, no credit is due in connection with finalizing the Assessments.

2. Based on inquiry of the District Engineer, the benefits to the lands subject to the Assessments from the completed Project continues to be sufficient to support the applicable Assessments. Moreover, Assessments continue to be fairly and reasonably allocated consistent with the applicable assessment resolutions and reports.

3. The Developer has satisfied any and all requirements, if any, to make contributions of infrastructure in connection with the reduction of the Assessments to meet target levels, repay impact fee credits, or otherwise offset assessments.

4. As of the date hereof, no rebate amount is due and owing to the federal government with respect to the Bonds.

5. The Assessments are sufficient to pay the remaining debt service on the Bonds.

6. Based on a review of the applicable plats for lands within the District, no true-up is presently due and owing at this time for any of the Assessments.

**WHEREFORE**, the undersigned authorized representative has executed the foregoing District Certificate regarding Project Completion.

**WRATHELL, HUNT & ASSOCIATES, LLC**

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

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, on behalf of WRATHELL, HUNT & ASSOCIATES, LLC, as Assessment Consultant for the Ocala Preserve Community Development District, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## EXHIBIT C

### MUTUAL RELEASE

This Mutual Release ("**Release**") 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* ("**District**"), and

**FORESTAR (USA) REAL ESTATE GROUP, INC.**, a foreign corporation, with a mailing address of 4042 Park Oaks Blvd., Suite 200, Tampa, Florida 33610 ("**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, operating and/or maintaining 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 developer of certain lands within the boundaries of the District; and

**WHEREAS**, the District previously undertook its "2023 Project" ("**Project**"), which was funded in part by the District's Capital Improvement Revenue Bonds, Series 2023 ("**Bonds**"), and the Bonds were secured in part by debt service assessments ("**Assessments**") levied on certain lands within the boundaries of the District; and

**WHEREAS**, in connection with the Bonds, the District entered into certain agreements with the Developer, including a completion agreement, collateral assignment agreement, and acquisition agreement (together, "**Developer Agreements**"); and

**WHEREAS**, the District is in the process of declaring the Project complete, and the parties desire to provide mutual releases relating thereto.

**NOW, THEREFORE**, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

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

**2. MUTUAL RELEASES.** The Developer and District hereby agree that the Developer has been paid in full for any amounts owed in connection with the Project, and that there are no amounts of any kind due now or in the future, whether as construction proceeds, deferred costs, or otherwise, and whether pursuant to the Developer Agreements, applicable Trust Indentures or any other agreement, to the Developer and relating in any way to the Project or the Bonds. Accordingly, the Developer hereby acknowledges receipt of all payments due and owing for work product, infrastructure, or land conveyance, or any other amount owed relating in any way to the Project or Bonds; certifies that there are no outstanding requests for payment and that there is no disagreement as to the appropriateness of any such payments; and further waives and releases any claim, entitlement, or right it presently has or may have in the future to any additional payment of amounts due and owing related to the Project or Bonds.

In consideration therefor, the District does hereby release, release, remit, acquit, and forever discharge from any and all claims, demands, damages, attorney's fees (including appellate attorney's fees), costs, debts, actions, causes of action, and suits of any kind or nature whatsoever all claims it presently has or may have in the future against the Developer and its assigns, successors, predecessor and successor corporations, parent corporations, subsidiaries, affiliates, officers (past and present), employees (past and present), independent agents (past and present), agents (past and present, attorneys (past and present, partners (past and present), members (past and present), insurers (past and present), and any and all sureties and other insurers, on account of all damages, including compensatory, economic, non-economic, punitive, and all other damages, known and unknown, foreseen and unforeseen, and any and all rights, claims and demands of whatsoever kind or nature, in law or in equity, which it ever had, now have or may hereafter acquire against such parties arising out of or with respect to the construction, implementation, equipping, ownership and operation of the Project, or any portions thereof, and the Developer Agreements or the Bonds.

NOTE: Notwithstanding anything to the contrary herein, nothing herein shall be construed to waive the Developer's right to payment, if any, for the balance of the Series 2023 Acquisition and Construction Account, after (i) satisfaction of the Series 2023 Reserve Account Release Conditions, (ii) release of the corresponding monies from the Series 2023 Reserve Account and into the Series 2023 Acquisition and Construction Account, and (iii) payment to the Developer using those released monies and for any final project costs.

**3. ASSESSMENTS.** Nothing in this Mutual Release shall be construed to waive or otherwise apply to the Developer's obligation to pay assessments (including but not limited to true-up payments) owed to the District and levied on lands owned by the Developer.

**4. EFFECTIVE DATE.** The releases contained herein shall take effect upon execution of this Release.

**WHEREFORE**, the parties below execute this Release to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2025.

**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

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

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

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



**OCALE PRESERVE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**  
**ITEMS A**

## FISCAL YEAR 2025 DEFICIT FUNDING AGREEMENT

This **FISCAL YEAR 2025 DEFICIT FUNDING AGREEMENT** ("**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between:

**OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

**FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation, and the developer of the lands in the District ("**Developer**") with a mailing address of 10700 Pecan Park Blvd, Suite 150, Austin, Texas 78750.

### RECITALS

**WHEREAS**, the District was established for the purposes of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, the District has adopted its annual budget for Fiscal Year 2025 ("**FY 2025 Budget**"), which begins on October 1, 2024 and ends on September 30, 2025, and has levied and imposed operations and maintenance assessments ("**O&M Assessments**") on lands within the District to fund the FY 2025 Budget; and

**WHEREAS**, after adopting the FY 2025 Budget, and for the health, safety and welfare of District landowners, the District contracted for and has undertaken on an emergency basis certain "**Work**" identified in **Exhibit A**; and

**WHEREAS**, because the District lacks sufficient funds from the O&M Assessments beyond what is necessary for the FY 2025 Budget, the Developer has agreed to fund the cost of the Work, but subject to the terms of this Agreement.

**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 parties agree as follows:

1. **FUNDING.** The Developer agrees to make available to the District any monies ("**Developer Contributions**") necessary to fund the Work as identified in **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developers' consent to such amendments to incorporate them herein), and within thirty (30) days of written request by the District. As a point of clarification, the Developer is not required to fund anything more than the Work identified **Exhibit A**.

The District agrees to use the Developer Contributions to fund the Work, and further agrees to take all reasonably necessary steps to promptly levy operations and maintenance assessments to repay the Developer Contributions in the fiscal year beginning October 1, 2025. Following receipt of such assessments, the District shall repay the Developer Contributions by no later than March 30, 2026.

2. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement among the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

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

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by any party only upon the written consent of the other(s). Any purported assignment without such consent shall be void.

5. **DEFAULT.** A default by any party under this Agreement shall entitle the other(s) to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

6. **ENFORCEMENT.** In the event that any 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(s) all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

8. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

9. **ARM'S LENGTH.** This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by the parties hereto.

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

**OCALA PRESERVE COMMUNITY DEVELOPMENT  
DISTRICT**

DocuSigned by:

*Christian Cotter*

~~Christian Cotter~~

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

Its: President

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

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

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

**James D. Allen**

**Executive Vice President & CFO**

**EXHIBIT A:** Work  
(including UES Professional Solutions, LLC contract dated August 26, 2024)  
(including CIRACO Underground, Inc. contract dated August 26, 2024)



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August 26, 2024

Ocala Preserve Community Development District  
c/o Wrathell, Hunt, and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431-8556

Attn: Mr. John Wiggins

Reference: **Proposal for Grout Injection Monitoring Services**  
Ocala Preserve Pond Depressions  
Ocala, Marion County, Florida  
UES Opportunity No.: 0210.024.00027  
UES DOCS Proposal No.: 2106574

Mr. Wiggins:

UES Professional Solutions, LLC (UES) is pleased to submit our proposal for grout injection monitoring services on this project. This Proposal is submitted in response to your recent request. This Proposal summarizes our firm's understanding of the project, presents a scope of work, identifies our compensation, and provides a method for authorization of our services.

### **Objectives**

The objectives of our services on this project parcel at this time are summarized as follows:

- Observe and document remediation operations are compliant with the grouting injection program,
- Prepare a completion document indicating the remedial activities have been completed in accordance with the grout injection program.

### **Project Information**

UES completed a Report of Depression Repair Recommendations, UES Report No. 2105210, dated August 19, 2024, for the Ocala Preserve Pond Depressions near NW 53<sup>rd</sup> Avenue Road in Ocala, Marion County, Florida. The report recommended that the 14 subsurface anomalies be remediated by grout injection. A grout injection plan was provided as well as grout injection procedures. It is our understanding that Foundations Services of Central Florida has been contracted to perform the grout injection program beginning Friday, August 30, 2024.



### Scope of Services

The scope of services will be as follows:

1. Personnel from our office will visit the project parcel to observe and document the installation of grout injection pipes and the injection of grout.
2. A licensed Florida professional engineer will prepare a report documenting the Grouting Contractor's compliance with the grout injection program once the remedial activities have been completed.

### Compensation

We can complete the scope of services described on a unit rate basis. We have provided a table with estimated quantities however you will only be invoiced for the hours utilized for completion of these services. We will submit our invoice with the completion report.

<b>Engineering Services</b>					
1	Senior Project Engineer	Per Hour	\$ 125.00	20	\$ 2,500.00
2	Senior Engineering Technician	Per Hour	\$ 75.00	230	\$ 17,250.00
3	Technical Typist	Per Hour	\$ 45.00	5	\$ 225.00
<b>Total Estimated Cost for Engineering Services</b>					<b>\$ 19,975.00</b>

### Authorization and Schedule

We ask that you complete the attached Work Authorization/Proposal Acceptance Form to serve as our contract for services. We understand that the Contractor intends to begin injection pipe installation on Friday, August 30, 2024, and we plan to be onsite to observe. The completion report will be available 1 week from completion of fieldwork.



### Closure

We look forward to the opportunity to continue to assist you on this project. We welcome any comments and discussions you may have concerning our proposed scope of services. Please do not hesitate to contact us with any questions.

Respectfully submitted,  
**UES**

A handwritten signature in blue ink, appearing to read "Keith L. Butts", is positioned above the printed name.

Keith L. Butts, P.E.  
Regional Manager





## Work Authorization / Proposal Acceptance Form UES Professional Solutions, LLC

UES Professional Solutions, LLC (**UES**) is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

**PROJECT NAME:** Proposed Grout Injection Monitoring  
**PROJECT LOCATION:** NW 53<sup>rd</sup> Avenue Road – Ocala, Marion County, FL  
**CLIENT NAME:** Ocala Preserve Community Development District  
**CLIENT ADDRESS:** 2300 Glades Road, Suite 410W  
 Boca Raton, FL 33431-8556  
 Attn: Mr. John Wiggins

Phone: (407) 552-7934  
 email: JohnWiggins@forestar.com

**I. Scope of Services and Understanding of Project**

**UES DOCS Proposal No. 2106574/ UES Opportunity No. 0210.0824.00027**

**Grout Injection Monitoring Services, Estimated Fee = \$ 19,975.00**

**II. Contract Documents. The following documents form part of this Agreement and are incorporated herein by referral:**

- A. **UES General Conditions.** B. **UES Proposal Dated:** August 26, 2024  
 C. Plans, reports, specifications and other documents provided by the Client prior to this Agreement date.  
 D. Other exhibits marked and described as follows:

In the event of any inconsistency or conflict among the Contract Documents, the provision in the Contract Document first listed above shall govern.

**III. Authority to proceed and for payment. (To be completed by Client)**

If the invoice is to be mailed for approval to someone other than the account charged, please indicate below:

Firm: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Address: \_\_\_\_\_ City/ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Attention: \_\_\_\_\_ Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives

CLIENT \_\_\_\_\_  
 BY (Signature) *Christian Cotter*  
 TYPED NAME Christian Cotter  
 TITLE President  
 DATE 10/29/2024

**UES**  
 BY (Signature) \_\_\_\_\_  
 TYPED NAME Keith L. Butts, P.E.  
 TITLE Regional Manager  
 DATE \_\_\_\_\_

Return an executed copy to UES Professional Solutions, LLC  
 4475 SW 35<sup>th</sup> Terrace, Gainesville, FL 32608  
 (352) 372-3392





**UES Professional Solutions, LLC**  
**GENERAL CONDITIONS**

**SECTION 1: RESPONSIBILITIES** **1.1** UES Professional Solutions, LLC, and its affiliated companies ("UES"), is responsible for providing the services described under the Scope of Services. The term "UES" as used herein includes all of UES's agents, employees, professional staff, and subcontractors. **1.2** The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product. **1.3** The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

**SECTION 2: STANDARD OF CARE** **2.1** Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made. **2.2** Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

**SECTION 3: SITE ACCESS AND SITE CONDITIONS** **3.1** Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services. **3.2** The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

**SECTION 4: BILLING AND PAYMENT** **4.1** UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications. **4.2** Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. **4.3** If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

**SECTION 5: OWNERSHIP AND USE OF DOCUMENTS** **5.1** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. **5.2** Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose. **5.3** UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner. **5.4** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

**SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS** **6.1** Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site. **6.2** Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material. **6.3** Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. **6.4** UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. **6.5** Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

**SECTION 7: RISK ALLOCATION** **7.1** Client agrees that UES's liability for any damage on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. If Client prefers a \$2,000,000.00 limit on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$2,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$800.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk





assumed and is not strictly a charge for additional professional liability insurance. **7.2** Client shall not be liable to UES and UES shall not be liable to Client for any incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action. **7.3** As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

**SECTION 8: INSURANCE** **8.1** UES represents it and its agents, staff and consultants employed by UES, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless for loss, damage or liability arising from acts by Client, Client's agents, staff, and others employed by Client. **8.2** Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract. **8.3** To the extent damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

**SECTION 9: DISPUTE RESOLUTION** **9.1** All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation or non-binding arbitration, before and as a condition precedent to other remedies provided by law. **9.2** If a dispute arises and that dispute is not resolved by mediation or non-binding arbitration, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other claim related expenses.

**SECTION 10: TERMINATION** **10.1** This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses. **10.2** In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records, and reports.

**SECTION 11: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS** **11.1** Plan review, private provider inspections, and building inspections are performed for the purpose of observing compliance with applicable building codes. Threshold inspections are performed for the purpose of observing compliance with an approved threshold inspection plan. Construction materials testing ("CMT") is performed to document compliance of certain materials or components with applicable testing standards. UES's performance of plan reviews, private provider inspections, building inspections, threshold inspections, or CMT, or UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.2** If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES's opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES's site representative, can be construed as modifying any agreement between Client and others. UES's performance of construction monitoring or observation is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.3** Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety. **11.4** Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule UES's services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

**SECTION 12: ENVIRONMENTAL ASSESSMENTS** Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

**SECTION 13: SUBSURFACE EXPLORATIONS** **13.1** Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES. **13.2** Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.



**SECTION 14: SOLICITATION OF EMPLOYEES** Client agrees not to hire UES's employees except through UES. In the event Client hires a UES employee within one year following any project through which Client had contact with said employee, Client shall pay UES an amount equal to one-half of the employee's annualized salary, as liquidated damages, without UES waiving other remedies it may have.

**SECTION 15: ASSIGNS** Neither Client nor UES may delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of the other party.

**SECTION 16: GOVERNING LAW AND SURVIVAL** **16.1** This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located. **16.2** In any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this agreement for any cause.

**SECTION 17: INTEGRATION CLAUSE** **17.1** This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein. **17.2** This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

**SECTION 18: WAIVER OF JURY TRIAL** Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

**SECTION 19: INDIVIDUAL LIABILITY** PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

UES DOCS No. 1823094 Revised 06/18/24



**CIRACO UNDERGROUND, INC.**  
**P.O. BOX 1017 BELLEVIEW, FL 34421**  
**(352) 347-2035 FAX (352) 347-2392**  
**jciraco@ciracounderground.com**

**Proposal**

**TO: Ocala Preserve Community Development District**

**RE: Ocala Preserve –DEPRESSION REPAIRS**

**FROM: Justin Ciraco, Vice President**

**DATE: August 26, 2024**

**John:**

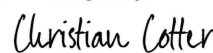
**Below is the proposed cost of repairs to the depression areas that formed in Ocala Preserve DRA areas after Hurricane Debby. Please note that this proposal is based on needing 800 cy of Grout. There is a possibility that the quantity needed will exceed or be less than 800 cy. Final billing will reflect the total grout installed.**

1) Compaction Grout	800 CY @ \$275.00 = \$220,000.00
2) Grout Crew Mobilization	1 LS @ \$1,000.00 = \$1,000.00
3) Grout Pipe Install & Removal	1,375 LF @ \$18.00 = \$24,750.00
2) Equipment Rental	1 LS @ \$30,000.00 = \$30,000.00
3) Sod Restoration (Bahia)	10,000 SY @ \$2.75 = <u>\$27,500.00</u>

**TOTAL = \$303,250.00**

If you have any questions, please call.

  
Justin Ciraco

DocuSigned by:  
  
79C4065B2CCF46B...  
Ocala Preserve CDD

**OCALE PRESERVE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**  
**ITEMS B**

**OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

November 20, 2024

Christian Cotter

Forestar

4042 Park Oaks Blvd., Suite 200

Tampa, FL 33610

Dear Christian,

The current funding requirement for Ocala Preserve Community Development District is as follows:

**FUNDING REQUEST # 17**

**Ciraco Underground, Inc.**

Inv. 8676 - Grout and sod restoration

391,777.00

Total Amount Due

\$ 391,777.00

**Please remit funding at your earliest convenience to the following:**

Ocala Preserve Community Development District

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

If you have any questions, please contact Stephanie Schackmann at 561-571-0010.

Regards,

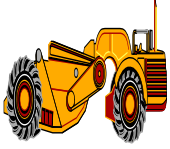
**OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

*Chloe Hiteshew*

Chloe Hiteshew

Staff Accountant





# Ciraco Underground, Inc.

P. O. Box 1017  
Bellevue , Florida 34421  
(352) 347-2035 fax (352) 347-2392

Invoice No.

8676

## INVOICE

### Customer

Name Ocala Preserve Community Development District  
Address 4180 NW 44th Ave.  
City Ocala State FL ZIP 34482  
Phone \_\_\_\_\_

Date 10/28/2024  
Order No. #545  
Rep John Wiggins  
FOB Ocala Preserve  
Community Dev.  
District

Qty			Unit Price	
				TOTAL
<u>Ocala Preserve Community Dev. District- Depression Repairs</u>				
1.00	LS	Grout Crew Mobilization	\$2,000.00	\$2,000.00
2,189	LF	Grout Pipe Install	\$18.00	\$39,402.00
1,065	CY	Compaction Grout	\$275.00	\$292,875.00
1.00	LS	Equipment Rental	\$30,000.00	\$30,000.00
10,000	SY	Sod Restoration (Bahia)	\$2.75	\$27,500.00
			</	

### Payment

- ☐ Cash  
☒ Check  
☐

Payable Upon Receipt

\_\_\_\_\_  
\_\_\_\_\_

Office Use  
Only

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

**THANK YOU FOR YOUR BUSINESS**

**OCALE PRESERVE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION**  
**ITEMS C**



**OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

January 7, 2025

Christian Cotter

Forestar

4042 Park Oaks Blvd., Suite 200

Tampa, FL 33610

Dear Christian,

The current funding requirement for Ocala Preserve Community Development District is as follows:

**FUNDING REQUEST # 18**

**UES Professional services LLC**

Inv. 00869400 - Pond Depression

25,863.75

Total Amount Due

\$ 25,863.75

**Please remit funding at your earliest convenience to the following:**

Ocala Preserve Community Development District

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

If you have any questions, please contact Stephanie Schackmann at 561-571-0010.

Regards,

**OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT**

*Chloe Hiteshew*

Chloe Hiteshew

Staff Accountant



4475 Southwest 35th Terrace, Gainesville, FL 32608 | p 352-372-3392 | f 352-336-7914

## INVOICE

Please Make Payable to: UES Professional Solutions, LLC  
Remit to: P.O. Box 735403, Chicago, IL 60673-5403  
Billing questions contact: uesar@teamues.com

October 23, 2024

Project: No: 0210.2400368.0000

Invoice No: 00869400

### TERMS: Net 30 Days

We accept American Express, Visa  
Master Card, Discover, and ACH

Ocala Preserve Community Development District C/O  
Wrathell, Hunt, and Associates, LLC  
2300 Glades Road, Ste. 410W  
Boca Raton, FL 33431-8556

Project: 0210.2400368.0000 Ocala Preserve Pond Depression  
Location: Highway 27  
Ocala, FL

### Professional Services through October 31, 2024

Phase	0210	Ocala Preserve Pond Depression
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Task	0000	Ocala Preserve Pond Depression
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#### Unit Billing

##### Administrative Services

10/23/2024	1.0 Hour @ 45.00	45.00
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##### Engineering Technician

8/30/2024	Work Order No. 1123652	10.25 Hours @ 75.00	768.75
9/3/2024	Work Order No. 1123687	18.0 Hours @ 75.00	1,350.00
9/4/2024	Work Order No. 1123688	22.0 Hours @ 75.00	1,650.00
9/5/2024	Work Order No. 1123689	18.5 Hours @ 75.00	1,387.50
9/6/2024	Work Order No. 1123690	17.0 Hours @ 75.00	1,275.00
9/9/2024	Work Order No. 1123889	11.0 Hours @ 75.00	825.00
9/10/2024	Work Order No. 1123890	11.5 Hours @ 75.00	862.50
9/11/2024	Work Order No. 1123891	9.5 Hours @ 75.00	712.50
9/12/2024	Work Order No. 1123892	11.5 Hours @ 75.00	862.50
9/13/2024	Work Order No. 1123893	9.5 Hours @ 75.00	712.50
9/16/2024	Work Order No. 1124154	11.5 Hours @ 75.00	862.50
9/17/2024	Work Order No. 1124155	11.5 Hours @ 75.00	862.50
9/18/2024	Work Order No. 1124156	8.5 Hours @ 75.00	637.50
9/19/2024	Work Order No. 1124157	11.0 Hours @ 75.00	825.00
9/20/2024	Work Order No. 1124158	11.0 Hours @ 75.00	825.00
9/23/2024	Work Order No. 1124330	10.5 Hours @ 75.00	787.50
9/24/2024	Work Order No. 1124331	11.5 Hours @ 75.00	862.50
9/25/2024	Work Order No. 1124332	11.5 Hours @ 75.00	862.50
9/27/2024	Work Order No. 1124334	6.0 Hours @ 75.00	450.00
9/30/2024	Work Order No. 1124431	8.5 Hours @ 75.00	637.50
10/1/2024	Work Order No. 1124432	11.5 Hours @ 75.00	862.50
10/2/2024	Work Order No. 1124433	8.5 Hours @ 75.00	637.50
10/3/2024	Work Order No. 1124434	10.5 Hours @ 75.00	787.50
10/4/2024	Work Order No. 1124435	11.0 Hours @ 75.00	825.00
10/7/2024	Work Order No. 1124674	11.5 Hours @ 75.00	862.50
10/8/2024	Work Order No. 1124675	11.0 Hours @ 75.00	825.00

Project	0210.2400368.0000	Ocala Preserve Pond Depression	Invoice	00869400
Project Engineer				
10/23/2024		24.0 Hour @ 125.00	3,000.00	
	<b>Total Units</b>		<b>25,863.75</b>	<b>25,863.75</b>
		<b>Total this Task</b>		<b>\$25,863.75</b>
		<b>Total this Invoice</b>		<b><u>\$25,863.75</u></b>

**OCALE PRESERVE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED**  
**FINANCIAL**  
**STATEMENTS**

**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
FEBRUARY 28, 2025**

**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
FEBRUARY 28, 2025**

	General Fund	Debt Service Fund 2021	Debt Service Fund 2023	Capital Projects Fund 2023	Total Governmental Funds
<b>ASSETS</b>					
Cash	\$ 528,669	\$ -	\$ -	\$ -	\$ 528,669
Investments					
Revenue	-	58,638	41,550	-	100,188
Reserve	-	53,526	94,703	-	148,229
Capitalized interest	-	-	143	-	143
Construction	-	-	-	2,370	2,370
Prepayment	-	55,587	33,789	-	89,376
Undeposited funds	-	16,425	-	-	16,425
Due from Landowner	-	-	114,405	-	114,405
Due from general fund	-	155,040	269,654	-	424,694
Due from SH AA Dev.	1,038	-	-	-	1,038
Due from DR Horton	2,654	-	23,298	-	25,952
Total assets	<u>\$ 532,361</u>	<u>\$ 339,216</u>	<u>\$ 577,542</u>	<u>\$ 2,370</u>	<u>\$ 1,451,489</u>
<b>LIABILITIES AND FUND BALANCES</b>					
Liabilities:					
Accounts payable	\$ 5,512	\$ -	\$ -	\$ -	\$ 5,512
Due to Landowner	49	3,816	-	-	3,865
Due to debt service fund 2021	155,040	-	-	-	155,040
Due to debt service fund 2023	269,654	-	-	-	269,654
Landowner advance	6,000	-	-	-	6,000
Total liabilities	<u>436,255</u>	<u>3,816</u>	<u>-</u>	<u>-</u>	<u>440,071</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>					
Deferred receipts	3,692	-	137,703	-	141,395
Total deferred inflows of resources	<u>3,692</u>	<u>-</u>	<u>137,703</u>	<u>-</u>	<u>141,395</u>
Fund balances:					
Restricted for:					
Debt service	-	335,400	439,839	-	775,239
Capital projects	-	-	-	2,370	2,370
Unassigned	92,414	-	-	-	92,414
Total fund balances	<u>92,414</u>	<u>335,400</u>	<u>439,839</u>	<u>2,370</u>	<u>870,023</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 532,361</u>	<u>\$ 339,216</u>	<u>\$ 577,542</u>	<u>\$ 2,370</u>	<u>\$ 1,451,489</u>

**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 15,527	\$ 59,915	\$ 74,982	80%
Developer assessment	8,514	25,542	34,057	75%
Landowner contribution	-	417,641	-	N/A
Total revenues	<u>24,041</u>	<u>503,098</u>	<u>109,039</u>	461%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management/accounting/recording	4,000	20,000	48,000	42%
Legal	-	653	22,000	3%
Engineering	-	-	2,200	0%
Audit	-	-	6,000	0%
Arbitrage rebate calculation	-	-	1,000	0%
Dissemination agent	167	833	2,000	42%
EMMA software services	1,000	1,000	1,000	100%
Trustee - Series 2021	-	4,031	4,750	85%
Trustee - Series 2022	-	4,031	4,750	85%
Debt service fund accounting	250	1,250	3,000	42%
Telephone	17	83	200	42%
Postage	37	92	500	18%
Printing & binding	42	208	500	42%
Legal advertising	-	440	1,500	29%
Annual special district fee	-	175	175	100%
Insurance	-	5,814	6,200	94%
Contingencies/bank charges	90	432	2,000	22%
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	-	210	0%
Unbudgeted expense	-	417,642	-	N/A
Total professional & administrative	<u>5,603</u>	<u>457,389</u>	<u>106,690</u>	429%
<b>Other fees &amp; charges</b>				
Tax collector	<u>311</u>	<u>1,194</u>	<u>2,343</u>	51%
Total other fees & charges	<u>311</u>	<u>1,194</u>	<u>2,343</u>	51%
Total expenditures	<u>5,914</u>	<u>458,583</u>	<u>109,033</u>	421%
Excess/(deficiency) of revenues over/(under) expenditures	18,127	44,515	6	
Fund balances - beginning	<u>74,287</u>	<u>47,899</u>	<u>20,205</u>	
Fund balances - ending	<u>\$ 92,414</u>	<u>\$ 92,414</u>	<u>\$ 20,211</u>	

**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2021  
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 46,254	\$ 178,485	\$ 223,580	80%
Assessment prepayments	28,701	71,865	-	N/A
Interest	428	2,987	-	N/A
Total revenues	<u>75,383</u>	<u>253,337</u>	<u>223,580</u>	113%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	85,000	85,000	100%
Interest	-	63,220	125,431	50%
Total debt service	<u>-</u>	<u>148,220</u>	<u>210,431</u>	70%
<b>Other fees &amp; charges</b>				
Tax collector	925	3,557	6,987	51%
Total other fees and charges	<u>925</u>	<u>3,557</u>	<u>6,987</u>	51%
Total expenditures	<u>925</u>	<u>151,777</u>	<u>217,418</u>	70%
Excess/(deficiency) of revenues over/(under) expenditures	74,458	101,560	6,162	
Fund balances - beginning	260,942	233,840	222,465	
Fund balances - ending	<u>\$ 335,400</u>	<u>\$ 335,400</u>	<u>\$ 228,627</u>	



**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2023  
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Developer assessment	\$ 80,146	\$ 309,268	\$ 388,147	80%
Assessment prepayments	16,425	60,230	-	N/A
Interest	665	4,264	-	N/A
Total revenues	<u>97,236</u>	<u>373,762</u>	<u>388,147</u>	96%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	75,000	75,000	100%
Interest	45,659	193,936	296,555	65%
Tax collector	1,603	6,163	12,130	51%
Total expenditures	<u>47,262</u>	<u>275,099</u>	<u>383,685</u>	72%
Excess/(deficiency) of revenues over/(under) expenditures	49,974	98,663	4,462	
Fund balances - beginning	<u>389,865</u>	<u>341,176</u>	<u>342,280</u>	
Fund balances - ending	<u>\$ 439,839</u>	<u>\$ 439,839</u>	<u>\$ 346,742</u>	

**OCALA PRESERVE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2023  
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 8	\$ 38
Total revenues	<u>8</u>	<u>38</u>
<b>EXPENDITURES</b>		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	8	38
Net change in fund balances	8	38
Fund balances - beginning	2,362	2,332
Fund balances - ending	<u><u>\$ 2,370</u></u>	<u><u>\$ 2,370</u></u>

**OCALE PRESERVE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES A**

**DRAFT**

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

The Board of Supervisors of the Ocala Preserve Community Development District held a Public Hearing and Regular Meeting on August 2, 2024 at 11:00 a.m., at The Club at Ocala Preserve, 4021 NW 53rd Avenue Road, Ocala, Florida 34482.

**Present:**

Christian Cotter	Chair
John Wiggins	Vice Chair
Kara Disotell (via telephone)	Assistant Secretary
Joshua Tepper	Assistant Secretary

**Also present:**

Kristen Suit	District Manager
Jere Earlywine (via telephone)	District Counsel

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Suit called the meeting to order at 11:00 a.m. The Oath of Office was administered to Mr. Joshua Tepper before the meeting.

Supervisors Cotter, Wiggins and Tepper were present. Supervisor Disotell attended via telephone. Supervisor Mellish was absent.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Administration of Oath of Office to Joshua Tepper [Seat 2]; Term Expires November 2026 (the following will also be provided in a separate package)**

This item was addressed during the First Order of Business. Mr. Tepper is familiar with the following:

**A. Required Ethics Training and Disclosure Filing**

- **Sample Form 1 2023/Instructions**

**B. Membership, Obligations and Responsibilities****C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees****D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers****FOURTH ORDER OF BUSINESS****Consideration of Resolution 2024-09,  
Electing and Removing Officers of the  
District and Providing for an Effective Date**

Ms. Suit presented Resolution 2024-09. Mr. Cotter nominated the following slate:

Christian Cotter	Chair
John Wiggins	Vice Chair
Kara Disotell	Assistant Secretary
Ethan Mellish	Assistant Secretary
Joshua Tepper	Assistant Secretary

No other nominations were made.

The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell	Secretary
Kristen Suit	Assistant Secretary
Craig Wrathell	Treasurer
Jeff Pinder	Assistant Treasurer

**On MOTION by Mr. Cotter and seconded by Mr. Wiggins, with all in favor,  
Resolution 2024-09, Electing, as nominated, and Removing Officers of the  
District and Providing for an Effective Date, was adopted.**

**FIFTH ORDER OF BUSINESS****Public Hearing on Adoption of Fiscal Year  
2024/2025 Budget****A. Affidavit of Publication**

B. Consideration of Resolution 2024-10, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

On MOTION by Mr. Cotter and seconded by Mr. Wiggins, with all in favor, the Public Hearing was opened.

Ms. Suit presented Resolution 2024-10. She reviewed the proposed Fiscal Year 2025 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2024 budget, and explained the reasons for any changes.

No affected property owners or members of the public spoke.

On MOTION by Mr. Cotter and seconded by Mr. Wiggins, with all in favor, the Public Hearing was closed.

On MOTION by Mr. Cotter and seconded by Mr. Wiggins, with all in favor, Resolution 2024-10, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

#### SIXTH ORDER OF BUSINESS

Consideration of Resolution 2024-11, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2024/2025; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

Ms. Suit presented Resolution 2024-11.

On MOTION by Mr. Cotter and seconded by Mr. Wiggins, with all in favor, Resolution 2024-11, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2024/2025; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

**SEVENTH ORDER OF BUSINESS****Presentation of Audited Annual Financial Report for Fiscal Year Ended September 30, 2023, Prepared by Grau & Associates**

Ms. Suit presented the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023. There were no findings, recommendations, irregularities or instances of noncompliance; it was an unmodified opinion, otherwise known as a clean audit.

**A. Consideration of Resolution 2024-12, Hereby Accepting the Annual Financial Report for the Fiscal Year Ended September 30, 2023**

On MOTION by Mr. Cotter and seconded by Mr. Wiggins, with all in favor, Resolution 2024-12, Hereby Accepting the Annual Financial Report for the Fiscal Year Ended September 30, 2023, was adopted.

**EIGHTH ORDER OF BUSINESS****Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]**

Mr. Earlywine presented the Memorandum explaining the new requirement for special districts to develop goals and objectives annually and develop performance measures and standards to assess the achievement of the goals and objectives. Ms. Suit stated that Community Communication and Engagement, Infrastructure and Facilities Maintenance, and Financial Transparency and Accountability will be the key categories to focus on for Fiscal Year 2025. She presented the Performance Measures/Standards & Annual Reporting Form developed for the CDD, which explains how the CDD will meet the goals.

On MOTION by Mr. Wiggins and seconded by Mr. Cotter, with all in favor, the Goals and Objectives and the Performance Measures/Standards & Annual Reporting Form, were approved.

**NINTH ORDER OF BUSINESS****Ratification Items**

Mr. Earlywine recalled a prior real estate transaction related to an earlier bond issuance. There were some errors in the associated Legal Description so, to correct that, the legal was swapped back to Forestar and then Forestar gave the CDD the stormwater ponds with the platted legals. He presented the following related to the recent real estate land swap transaction and stormwater ponds:

- A. Letter Agreement for Real Estate Rights
- B. Quit Claim Deed from The District to the Developer (Corrective Land Swap)
- C. Acceptance of Special Warranty Deed from the Developer to the District (Stormwater Ponds)

On MOTION by Mr. Wiggins and seconded by Mr. Cotter, with all in favor, the Letter Agreement for Real Estate Rights, Quit Claim Deed from The District to the Developer (Corrective Land Swap) and Acceptance of Special Warranty Deed from the Developer to the District (Stormwater Ponds), were ratified.

**TENTH ORDER OF BUSINESS****Acceptance of Unaudited Financial Statements as of June 30, 2024**

On MOTION by Mr. Cotter and seconded by Mr. Wiggins, with all in favor, the Unaudited Financial Statements as of June 30, 2024, were accepted.

**ELEVENTH ORDER OF BUSINESS****Approval of July 12, 2024 Special Meeting Minutes**

On MOTION by Mr. Cotter and seconded by Mr. Wiggins, with all in favor, the July 12, 2024 Special Meeting Minutes, as presented, were approved.

**TWELFTH ORDER OF BUSINESS****Staff Reports**



184

185 **A. District Counsel: Kutak Rock LLP**

186 Discussion ensued regarding potential bond issuance in Fiscal Year 2025.

187 **B. District Engineer: Atwell, LLC**

188 There was no report.

189 **C. District Manager: Wrathell, Hunt and Associates, LLC**190 • **NEXT MEETING DATE: September 6, 2024 at 11:00 AM**191 ○ **QUORUM CHECK**

192 The September 6, 2024 meeting will be canceled.

193

194 **THIRTEENTH ORDER OF BUSINESS****Board Members' Comments/Requests**

195

196 There were no Board Members' comments or requests.

197

198 **FOURTEENTH ORDER OF BUSINESS****Public Comments**

199

200 No members of the public spoke.

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202 **FIFTEENTH ORDER OF BUSINESS****Adjournment**

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204 **On MOTION by Mr. Wiggins and seconded by Mr. Cotter, with all in favor, the**  
205 **meeting adjourned at 11:14 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair

**OCALE PRESERVE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES B**

**DRAFT**

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

The Board of Supervisors of the Ocala Preserve Community Development District held a Landowners' Meeting on November 5, 2024 at 11:00 a.m., at The Club at Ocala Preserve, 4021 NW 53rd Ave Rd, Ocala, Florida 34482.

**Present:**

Kristen Suit District Manager/Proxy Holder

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Suit called the meeting to order at 11:10 a.m.

No other Landowners, Landowner Representatives or members of the public were present.

**SECOND ORDER OF BUSINESS**

**Affidavit/Proof of Publication**

The affidavit of publication was included for informational purposes.

**THIRD ORDER OF BUSINESS**

**Election of Chair to Conduct Landowners' Meeting**

Ms. Suit served as Chair to conduct the Landowners' Meeting.

Ms. Suit is the designated Proxy Holder for the Landowner Forestar USA Real Estate Group Inc., who owns 69.41 acres, equating to 70 voting units, and 251 platted units, equating to 251 voting units, for a total of 321 voting units. Ms. Suit is authorized to cast up to 321 votes per seat.

**FOURTH ORDER OF BUSINESS**

**Election of Supervisors [Seats 3, 4, 5]**

**A. Nominations**

Ms. Suit nominated the following:

36           Seat 3           Kara Disotell  
37           Seat 4           John Wiggins  
38           Seat 5           Ethan Mellish  
39           No other nominations were made.

40   **B.     Casting of Ballots**

41           •       **Determine Number of Voting Units Represented**

42           A total of 321 voting units were represented.

43           •       **Determine Number of Voting Units Assigned by Proxy**

44           All 321 voting units were assigned by proxy to Ms. Suit.

45           Ms. Suit cast the following votes:

46	Seat 3	Kara Disotell	321 votes
47	Seat 4	John Wiggins	321 votes
48	Seat 5	Ethan Mellish	320 votes

49   **C.     Ballot Tabulation and Results**

50           Ms. Suit reported the ballot tabulation, results and term lengths, as follows:

51	Seat 3	Kara Disotell	321 votes	4-Year Term
52	Seat 4	John Wiggins	321 votes	4-Year Term
53	Seat 5	Ethan Mellish	320 votes	2-Year Term

54

55   **FIFTH ORDER OF BUSINESS**

**Landowners' Questions/Comments**

56

57           There were no Landowners' questions or comments.

58

59   **SIXTH ORDER OF BUSINESS**

**Adjournment**

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61           The meeting adjourned at 11:12 a.m.

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65                           [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair

**OCALE PRESERVE**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**

OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>The Club at Ocala Preserve, 4021 NW 53rd Avenue Road, Ocala, Florida 34482</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 4, 2024 <b>CANCELED</b>	Regular Meeting	11:00 AM
November 1, 2024 <b>CANCELED</b>	Regular Meeting	11:00 AM
November 5, 2024	Landowners' Meeting	11:00 AM
December 6, 2024 <b>CANCELED</b>	Regular Meeting	11:00 AM
January 3, 2025 <b>CANCELED</b>	Regular Meeting	11:00 AM
February 7, 2025 <b>CANCELED</b>	Regular Meeting	11:00 AM
March 7, 2025 <b>CANCELED</b>	Regular Meeting	11:00 AM
April 4, 2025	Regular Meeting	11:00 AM
May 2, 2025	Regular Meeting	11:00 AM
June 6, 2025	Regular Meeting	11:00 AM
August 1, 2025	Regular Meeting	11:00 AM
September 5, 2025	Regular Meeting	11:00 AM