

OCALE PRESERVE

**COMMUNITY DEVELOPMENT
DISTRICT**

August 1, 2025

**BOARD OF SUPERVISORS
PUBLIC HEARING AND
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

July 25, 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 Public Hearing and Regular Meeting on August 1, 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. Consider Appointment to Fill Unexpired Term of Seat 2; *Term Expires November 2026*
 - Administration of Oath of Office (*the following will be provided under separate cover*)
 - 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 2025-08, Electing and Removing Officers of the District and Providing for an Effective Date
5. Public Hearing on Adoption of Fiscal Year 2025/2026 Budget
 - A. Affidavit of Publication
 - B. Consideration of Resolution 2025-09, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date

ATTENDEES:

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

6. Consideration of Resolution 2025-10, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2025/2026; 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
7. Consideration of Resolution 2025-11, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
8. Presentation of Audited Annual Financial Report for Fiscal Year Ended September 30, 2024, Prepared by Grau & Associates
 - A. Consideration of Resolution 2025-12, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2024
9. Consideration of Goals and Objectives Reporting FY2026 [HB7013 - Special Districts Performance Measures and Standards Reporting]
 - Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives Reporting
10. Consideration of Project Completion Resolutions
 - A. Resolution 2025-13, Approving the First Amendment to First Supplemental Trust Indenture Between the District and U.S. Bank Trust Company, National Association, as Successor Trustee, Relating to the District's Capital Improvement Revenue Bonds, Series 2021 (2021 Project Area); Authorizing the Chairman or Vice Chairman and the Secretary or Assistant Secretary to Execute and Deliver the Amendment; and Providing an Effective Date of this Resolution
 - B. Resolution 2025-14, 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 2021 PROJECT]
 - C. Resolution 2025-15, Authorizing District Staff to Confirm the Satisfaction of the Release Conditions of the Capital Improvement Revenue Bonds, Series 2021 (2021 Project Area) and, Upon Satisfaction, Authorizing the Release of the Debt Service Reserve Funds Into the Series 2021 Acquisition and Construction Account; Authorizing a Requisition for Payment of the Balance of the 2021 Acquisition and Construction Account; Providing Additional Authorization; and Providing for Severability, Conflicts, and an Effective Date

11. Acceptance of Unaudited Financial Statements as of June 30, 2025

12. Approval of April 4, 2025 Regular Meeting Minutes

13. Staff Reports

A. District Counsel: *Kutak Rock LLP*

- Legislative Update

B. District Engineer: *Atwell, LLC*

- Consideration: Proposal for Surveying Services

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

- NEXT MEETING DATE: September 5, 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

14. Board Members' Comments/Requests

15. Public Comments

16. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (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

OCALE PRESERVE

COMMUNITY DEVELOPMENT DISTRICT

3

**OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Ocala Preserve Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

MAILING ADDRESS: ☐ Home ☐ Office County of Residence _____

Street Phone Fax

City, State, Zip Email Address

Ocala Preserve

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2025-08

**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 August 1, 2025:

_____ is appointed Chair

_____ is appointed Vice Chair

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

Jordan Lansford is appointed Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of August 1, 2025:

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 1st day of August, 2025.

ATTEST:

**OCALA PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Ocala Preserve
COMMUNITY DEVELOPMENT DISTRICT

5A

LOCALiQ

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

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

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

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Star Banner, published in Marion County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Marion County, Florida, or in a newspaper by print in the issues of, on:

07/14/2025, 07/21/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/21/2025.

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$348.94

Tax Amount: \$0.00

Payment Cost: \$348.94

Order No: 11479996

Customer No: 585865

PO #:

of Copies:

1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

OCALA PRESERVE COMMUNITY
DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING
TO CONSIDER THE ADOPTION
OF THE FISCAL YEAR 2025/2026
BUDGET(S); AND NOTICE OF
REGULAR BOARD OF SUPERVI-
SORS' MEETING.

The Board of Supervisors ("Board")
of the Ocala Preserve Community
Development District ("District")
will hold a public hearing and regu-
lar meeting as follows:

DATE: August 1, 2025
TIME: 11:00 a.m.
LOCATION: The Club at Ocala
Preserve
4021 NW 53rd Ave. Road
Ocala, Florida 34481

The purpose of hearing comments
and objections on the adoption of the
proposed budget(s) of the District
for the fiscal year beginning October
1, 2025 and ending September 30,
2026 ("Proposed Budget"). A regu-
lar board meeting of the District
will also be held at that time where
the Board may consider any other
business that may properly come
before it. A copy of the agenda and
Proposed Budget may be obtained
at the offices of the District
Manager, Wrothell, Hunt and Asso-
ciates, LLC, 2300 Glades Road
#410W, Boca Raton, Florida 33431
("District Manager's Office"),
during normal business hours, or by
visiting the District's website at
<https://www.ocalapreservecdd.net/>.

The public hearing and meeting are
open to the public and will be
conducted in accordance with the
provisions of Florida law. The public
hearing and meeting may be contin-
ued to a date, time, and place to be
specified on the record of the meet-
ing. There may be occasions when
Board Supervisors or District Staff
may participate by speaker tele-
phone.

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

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

District Manager
11479996

OCALE PRESERVE
COMMUNITY DEVELOPMENT DISTRICT

5B

RESOLUTION 2025-09

THE ANNUAL APPROPRIATION RESOLUTION OF THE OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2025, submitted to the Board of Supervisors (“**Board**”) of the Ocala Preserve Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2025 and ending September 30, 2026 (“**Fiscal Year 2025/2026**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Ocala Preserve Community Development District for the Fiscal Year Ending September 30, 2026."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2025/2026, the sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2025/2026 or within 60 days following the end of the Fiscal Year 2025/2026 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 1ST DAY OF AUGUST, 2025.

ATTEST:

**OCALA PRESERVE COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Title: _____

By: _____
Its: _____

Exhibit A: Fiscal Year 2025/2026 Budget(s)

Exhibit A: Fiscal Year 2025/2026 Budget(s)

**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
REVENUES					
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
EXPENDITURES					
Professional & administrative					
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>Wrathell, Hunt and Associates, LLC (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
<p>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.</p>	
Engineering	2,200
<p>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.</p>	
Audit	6,000
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation*	1,000
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent*	2,000
<p>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.</p>	
EMMA software service	1,000
Trustee* - series 2021	4,750
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
Trustee* - series 2022	4,750
Debt service fund accounting	3,000
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages</p>	
Legal advertising	1,500
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	6,200
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	2,000
<p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p>	
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
REVENUES					
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
EXPENDITURES					
Debt service					
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**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
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**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
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	-
Total	3,675,000.00		2,144,891.30	5,749,891.30	

**OCALA PRESERVE
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023
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
REVENUES					
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
EXPENDITURES					
Debt service					
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**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
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	-
Total	5,190,000.00		5,542,280.81	10,732,280.81	

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

On-Roll - Phase One					
Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
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
Total	286				

On-Roll - Phase Two					
Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
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
Total	390				

Off-Roll Assessments - Future Phases					
Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
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
Total	299				

OCALE PRESERVE

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2025-10

[ANNUAL ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2025/2026; 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.

WHEREAS, the Ocala Preserve Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District has determined to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2025 and ending September 30, 2026 (“**Fiscal Year 2025/2026**”), attached hereto as **Exhibit A**; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to fund the Adopted Budget through a funding agreement and/or through the imposition of special assessments on benefitted lands within the District, which special assessments may be collected by direct bill or on the tax roll pursuant to Chapter 197, *Florida Statutes*; and

WHEREAS, in order to fund the District’s Adopted Budget, the District’s Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

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

1. OPERATIONS AND MAINTENANCE ASSESSMENTS.

- a. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the

assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits A and B**, and is hereby found to be fair and reasonable.

- b. Assessment Imposition.** Pursuant to Chapters 190, 197 and/or 170, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits A and B**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.
- c. Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

2. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- a. Tax Roll Assessments.** If and to the extent indicated in **Exhibits A and B**, certain of the operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected at the same time and in the same manner as County taxes in accordance with Chapter 197 of the *Florida Statutes*. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
- b. Direct Bill Assessments.** If and to the extent indicated in **Exhibits A and B**, certain operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on “**Direct Collect Property**” identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits A and B**. The District’s Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.
 - i.** Operations and maintenance assessments directly collected by the District shall be due and payable on the dates set forth in the invoices prepared by the District Manager, but no earlier than October 1st and no later than September 30th of Fiscal Year 2025/2026.
 - ii.** Debt service assessments directly collected by the District are due in full on December 1, 2025; provided, however, that, to the extent permitted by law, the assessments due may be paid in two partial,

deferred payments and on dates that are 30 days prior to the District's corresponding debt service payment dates all as set forth in the invoice(s) prepared by the District Manager.

- iii. In the event that an assessment payment is not made in accordance with the schedule(s) stated above, the whole assessment – including any remaining partial, deferred payments for the Fiscal Year, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

- c. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

3. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

4. **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.

5. **EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 1st day of August, 2025.

ATTEST:

**OCALA PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget

Exhibit B: Assessment Roll (identifying Tax Roll Property and Direct Collect Property)

Ocala Preserve

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2025-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of the Ocala Preserve Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1 9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

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

- 1. RECITALS.** The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.
- 2. APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.
- 3. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 1st day of August, 2025.

ATTEST:

**OCALA PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Management's Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

OCALA PRESERVE

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: **08/01/2025**

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Ocala Preserve

COMMUNITY DEVELOPMENT DISTRICT

8

**OCALA PRESERVE
COMMUNITY DEVELOPMENT DISTRICT
MARION COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2024**

**OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT
MARION COUNTY, FLORIDA**

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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

1001 Yamato Road • Suite 301
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Ocala Preserve Community Development District
Marion County, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Ocala Preserve Community Development District, Marion County, Florida ("District") as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2024, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 24, 2025, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

June 24, 2025

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Ocala Preserve Community Development District, Marion County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2024. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$260,523.
- The change in the District's total net position in comparison with the prior fiscal year was \$439,863, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section
- At September 30, 2024, the District's governmental funds reported combined ending fund balances of \$625,247, an increase of \$169,963 in comparison with the prior fiscal year. The total fund balance is restricted for debt service and capital projects, and the remainder is unassigned fund balance in the general fund.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by Developer contributions and special assessments. The District does not have any business-type activities. The governmental activities of the District include the general government (administrative) and maintenance functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund, and capital projects fund which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

NET POSITION			
SEPTEMBER 30,			
	2024	2023	
Current and other assets	\$ 783,567	\$ 484,322	
Capital assets, net of depreciation	8,614,935	8,516,201	
Total assets	9,398,502	9,000,523	
Current liabilities	193,174	77,025	
Long-term liabilities	8,944,805	9,102,838	
Total liabilities	9,137,979	9,179,863	
Net position			
Net investment in capital assets	(327,538)	(592,174)	
Restricted	536,470	381,509	
Unrestricted	51,591	31,325	
Total net position	\$ 260,523	\$ (179,340)	

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure); less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase represents the extent to which ongoing program revenues exceeded the cost of operations

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		
	2024	2023
Revenues:		
Program revenues		
Charges for services	\$ 793,410	\$ 330,681
Operating grants and contributions	20,464	6,505
Capital grants and contributions	142,121	5,537
Total revenues	955,995	342,723
Expenses:		
General government	84,953	81,461
Interest	425,454	125,282
Bond issue costs	5,725	217,680
Total expenses	516,132	424,423
Change in net position	439,863	(81,700)
Net position - beginning	(179,340)	(97,640)
Net position - ending	\$ 260,523	\$ (179,340)

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2024, was \$516,132. The costs of the District's activities were primarily funded by program revenues. Program revenues of the District are comprised primarily of assessments and Developer contributions for the current and prior fiscal years. Expenses increased primarily due to an increase in interest expense.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2024, was amended to increase revenues by \$726. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2024.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2024, the District had \$8,614,935 invested in capital assets for its governmental activities. In the government-wide financial statements no depreciation has been taken. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2024, the District had \$8,865,000 in Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

The District does not anticipate any major projects or significant changes to its infrastructure maintenance program for the subsequent fiscal year. In addition, it is anticipated that the general operations of the District will remain fairly constant.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, landowners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Ocala Preserve Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, FL 33431.

**OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT
MARION COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024**

	<u>Governmental Activities</u>
ASSETS	
Cash	\$ 60,311
Due from Developer	141,395
Restricted assets:	
Investments	581,861
Capital assets:	
Nondepreciable	<u>8,614,935</u>
Total assets	<u>9,398,502</u>
 LIABILITIES	
Accounts payable	7,062
Due to Developer	9,864
Accrued interest payable	176,248
Non-current liabilities:	
Due within one year	160,000
Due in more than one year	<u>8,784,805</u>
Total liabilities	<u>9,137,979</u>
 NET POSITION	
Net investment in capital assets	(327,538)
Restricted for debt service	536,470
Unrestricted	<u>51,591</u>
Total net position	<u>\$ 260,523</u>

See notes to the financial statements

**OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT
MARION COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
Primary government:					
Governmental activities:					
General government	\$ 84,953	\$ 107,064	\$ -	\$ -	\$ 22,111
Maintenance and operations	-	-	-	141,394	141,394
Interest	425,454	686,346	20,464	727	282,083
Bond issue costs	5,725	-	-	-	(5,725)
Total governmental activities	516,132	793,410	20,464	142,121	439,863
General revenues:					
Change in net position					439,863
Net position - beginning					(179,340)
Net position - ending					<u>\$ 260,523</u>

See notes to the financial statements

**OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT
MARION COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024**

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
ASSETS				
Cash	\$ 60,311	\$ -	\$ -	\$ 60,311
Investments	-	579,529	2,332	581,861
Due from other funds	698	-	-	698
Due from Developer	3,692	137,703	-	141,395
Total assets	<u>\$ 64,701</u>	<u>\$ 717,232</u>	<u>\$ 2,332</u>	<u>\$ 784,265</u>
LIABILITIES				
Accounts payable	\$ 7,062	\$ -	\$ -	\$ 7,062
Due to other funds	-	698	-	698
Due to Developer	6,048	3,816	-	9,864
Total liabilities	<u>13,110</u>	<u>4,514</u>	<u>-</u>	<u>17,624</u>
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue - Developer	3,692	137,702	-	141,394
Total deferred inflows of resources	<u>3,692</u>	<u>137,702</u>	<u>-</u>	<u>141,394</u>
FUND BALANCES				
Restricted for:				
Debt service	-	575,016	-	575,016
Capital projects	-	-	2,332	2,332
Unassigned	47,899	-	-	47,899
Total fund balances	<u>47,899</u>	<u>575,016</u>	<u>2,332</u>	<u>625,247</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 64,701</u>	<u>\$ 717,232</u>	<u>\$ 2,332</u>	<u>\$ 784,265</u>

See notes to the financial statements

**OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT
MARION COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2024**

Fund balance - governmental funds	\$	625,247
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Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of accumulated depreciation, in the assets of the government as a whole.

Capital assets	8,614,935	
Accumulated depreciation	-	8,614,935

Assets recorded in the governmental fund financial statements that are not available to pay for the current-period expenditures are unavailable revenue in the governmental funds.	141,394
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Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(176,248)	
Bonds payable	(8,944,805)	(9,121,053)

Net position of governmental activities	\$	260,523
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See notes to the financial statements

**OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT
MARION COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
REVENUES				
Assessments	\$ 107,064	\$ 686,346	\$ -	\$ 793,410
Developer contributions	-	-	5,537	5,537
Interest	-	20,464	727	21,191
Total revenues	107,064	706,810	6,264	820,138
EXPENDITURES				
Current:				
General government	84,953	-	-	84,953
Debt service:				
Principal	-	155,000	-	155,000
Interest	-	305,763	-	305,763
Bond issuance costs	-	5,725	-	5,725
Capital outlay		-	98,734	98,734
Total expenditures	84,953	466,488	98,734	650,175
Excess (deficiency) of revenues over (under) expenditures	22,111	240,322	(92,470)	169,963
OTHER FINANCING SOURCES (USES)				
Transfers in (out)	-	(100,339)	100,339	-
Total other financing sources (uses)	-	(100,339)	100,339	-
Net change in fund balances	22,111	139,983	7,869	169,963
Fund balances - beginning	25,788	435,033	(5,537)	455,284
Fund balances - ending	\$ 47,899	\$ 575,016	\$ 2,332	\$ 625,247

See notes to the financial statements

**OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT
MARION COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

Net change in fund balances - total governmental funds	\$ 169,963
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures; however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position.	98,734
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the governmental fund financial statements.	141,394
Certain revenues were unavailable for the governmental fund financial statements in the prior fiscal year. In the current fiscal year, these revenues were recorded in the governmental fund financial	(5,537)
Amortization of Bond discounts/premiums is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.	3,033
Repayments of long-term liabilities are reported as expenditures in the governmental fund statement but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	155,000
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the fund financial statements.	(122,724)
Change in net position of governmental activities	<u>\$ 439,863</u>

See notes to the financial statements

**OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT
MARION COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Ocala Preserve Community Development District ("District") was created by Ordinance No. 21-15 of Marion County, Florida effective on June 15, 2021, and established pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue Bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of four members. The Supervisors are elected on an at large basis by the owners of the property within the District. Ownership of land within the District entitles the owner to one vote per acre. The Board exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. As of September 30, 2024, certain Board members are affiliated with Forestar, LLC the ("Developer").

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement* focus and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on certain land and all platted lots within the District. Assessments are levied each November 1 on property of record as of the previous January. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Inter-local Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, unspent Bond proceeds are required to be held in investments as specified in the Bond Indentures.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are reported as an expense in the year incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District's investments were held as follows at September 30, 2024:

				Amortized Cost	Credit Risk	Maturities
First American Government Obligations						Weighted average of the fund
Fund - Class Y				\$ 581,861	S&P AAAm	portfolio: 31 days
				<u>\$ 581,861</u>		

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indentures limit the type of investments held using unspent proceeds.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized costs above.

NOTE 5 – INTERFUND TRANSFERS

Interfund transfers for the fiscal year ended September 30, 2024, were as follows:

Fund	Transfers in	Transfers out
Debt Service	\$ -	\$ 100,339
Capital projects	100,339	-
Total	\$ 100,339	\$ 100,339

Transfers are used to move revenues from the fund where collection occurs to the fund where funds have been reallocated for use. In the case of the District, transfers from the debt service fund to the capital projects fund were made in accordance with the Bond Indentures. The District met the reserve release conditions associated with the Series 2023 reserve account during the current fiscal year, causing the transfer of \$100,339 from the debt service fund to capital projects fund.

NOTE 6 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2024, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Land and land improvements	\$ 2,911,375	\$ -	\$ -	\$ 2,911,375
Infrastructure under construction	5,604,826	98,734	-	5,703,560
Total capital assets, being depreciated	8,516,201	98,734	-	8,614,935
Governmental activities capital assets, net	\$ 8,516,201	\$ 98,734	\$ -	\$ 8,614,935

The infrastructure intended to serve the District will be built out in phases. The Series 2021 and 2023 projects include land acquisition, stormwater management, utilities, and other improvements. The total cost for the 2021 and 2023 projects has been estimated at approximately \$5,350,000 and \$6,950,000, respectively. A portion of the project's costs were expected to be financed with the proceeds from the issuance of Bonds with the remainder to be funded by the Developer and conveyed to the District. Upon completion, certain improvements will be conveyed to others for ownership and maintenance responsibilities. Substantially all of the current year improvements were acquired from the Developer.

During the current fiscal year, the District reimbursed the Developer a total of \$98,734 for the costs of infrastructure improvements.

NOTE 7 – LONG-TERM LIABILITIES

Series 2021

On December 3, 2021, the District issued \$3,855,000 of Capital Improvement Revenue Bonds, Series 2021 consisting of Term Bonds with due dates from November 1, 2026, to November 1, 2051 and fixed interest rates from 2.375% to 4%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1, commencing November 1, 2022. Principal on the Bonds is to be paid serially commencing November 1, 2022, through November 1, 2051.

The Series 2021 Bonds are subject to redemption at the option of the District prior to their maturity. The Series 2021 Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2024.

Series 2023

On September 27, 2023, the District issued \$5,260,000 of Capital Improvement Revenue Bonds, Series 2023 consisting of Term Bonds with due dates from May 1, 2030, to May 1, 2053, and fixed interest rates from 4.875% to 5.875%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1, commencing November 1, 2023. Principal on the Bonds is to be paid serially commencing May 1, 2024, through May 1, 2053.

The Series 2023 Bonds are subject to redemption at the option of the District prior to their maturity. The Series 2023 Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. Upon satisfaction of certain conditions, a portion of the original reserve requirements will be released to the Developer for construction costs paid on behalf of the District; this occurred during the current fiscal year as the District met the Reserve release conditions on the Series 2023 Bonds and transferred \$100,339 from the reserve account to the construction account. The District was in compliance with the requirements at September 30, 2024.

Long-term Debt Activity

Changes in long-term liability activity for the fiscal year ended September 30, 2024, were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
Series 2021	\$ 3,760,000	\$ -	\$ 85,000	\$ 3,675,000	\$ 85,000
Add bond premium	92,760	-	3,364	89,396	-
Series 2023	5,260,000	-	70,000	5,190,000	75,000
Less bond discount	(9,922)	-	(331)	(9,591)	-
Total	<u>\$ 9,102,838</u>	<u>\$ -</u>	<u>\$ 158,033</u>	<u>\$ 8,944,805</u>	<u>\$ 160,000</u>

NOTE 7 – LONG-TERM LIABILITIES (Continued)

Long-term Debt Activity (Continued)

At September 30, 2024, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2025	\$ 160,000	\$ 421,986	\$ 581,986
2026	165,000	416,311	581,311
2027	170,000	410,333	580,333
2028	175,000	404,070	579,070
2029	185,000	397,267	582,267
2030-2034	1,045,000	1,867,291	2,912,291
2035-2039	1,305,000	1,612,314	2,917,314
2040-2044	1,650,000	1,280,774	2,930,774
2045-2049	2,100,000	823,325	2,923,325
2050-2053	1,910,000	235,750	2,145,750
Total	\$ 8,865,000	\$ 7,869,421	\$ 16,734,421

NOTE 8 – DEVELOPER TRANSACTIONS

The Developer owns a portion of land within the District; therefore, assessment revenues in the general and debt service funds include the assessments levied on those lots owned by the Developer.

NOTE 9 – CONCENTRATION

The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

NOTE 10 – MANAGEMENT AGREEMENTS

The District has contracted with Wrathell, Hunt and Associates, LLC to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE 11 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations

NOTE 12 – SUBSEQUENT EVENTS

Bond Payments

Subsequent to fiscal year end, the District prepaid a total of \$170,000 of the Series 2023 Bonds and \$55,000 of the Series 2021 Bonds. The prepayments were considered extraordinary mandatory redemptions as outlined in the Bond Indentures.

**OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT
MARION COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

	Budgeted Amounts		Actual	Variance with Final Budget - Positive (Negative)
	Original	Final	Amounts	
REVENUES				
Assessments	\$ 107,280	\$ 108,006	\$ 107,064	\$ (942)
Total revenues	107,280	108,006	107,064	(942)
EXPENDITURES				
Current:				
General government	107,273	107,273	84,953	22,320
Total expenditures	107,273	107,273	84,953	22,320
Excess (deficiency) of revenues over (under) expenditures	\$ 7	\$ 733	22,111	\$ 21,378
Fund balance - beginning			25,788	
Fund balance - ending			\$ 47,899	

See notes to required supplementary information

**OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT
MARION COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2024, was amended to increase revenues by \$726. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2024.

**OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT
MARION COUNTY, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	0
Employee compensation	\$0
Independent contractor compensation	\$62,954
Construction projects to begin on or after October 1; (>\$65K)	Not applicable
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	
Special assessment rate	Operations and maintenance: \$81.68 - \$146.38 Debt service: \$623.88 - \$1,194.46
Special assessments collected	\$793,410
Outstanding Bonds:	see Note 7 for details



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
Ocala Preserve Community Development District
Marion County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Ocala Preserve Community Development District, Marion County, Florida ("District") as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 24, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

June 24, 2025



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Ocala Preserve Community Development District
Marion County, Florida

We have examined Ocala Preserve Community Development District, Marion County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2024. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2024.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Ocala Preserve Community Development District, Marion County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

June 24, 2025



**MANAGEMENT LETTER PURSUANT TO THE RULES OF
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors
Ocala Preserve Community Development District
Marion County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Ocala Preserve Community Development District, Marion County, Florida ("District") as of and for the fiscal year ended September 30, 2024, and have issued our report thereon dated June 24, 2025.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 24, 2025, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General of the state of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Ocala Preserve Community Development District, Marion County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Ocala Preserve Community Development District, Marion County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

June 24, 2025

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2023.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2024.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material, but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2024.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
6. We applied financial condition assessment procedures, and no deteriorating financial conditions were noted as of September 30, 2024. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.
7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 23.

Ocala Preserve

COMMUNITY DEVELOPMENT DISTRICT

8A

RESOLUTION 2025-12

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OCALA
PRESERVE COMMUNITY DEVELOPMENT DISTRICT HEREBY
ACCEPTING THE AUDITED FINANCIAL REPORT FOR THE FISCAL YEAR
ENDED SEPTEMBER 30, 2024**

WHEREAS, the District's Auditor, Grau & Associates, has heretofore prepared and submitted to the Board, for accepting, the District's Audited Financial Report for Fiscal Year 2024;

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

1. The Audited Financial Report for Fiscal Year 2024, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2024, for the period ending September 30, 2024; and
2. A verified copy of said Audited Financial Report for Fiscal Year 2024 shall be attached hereto as an exhibit to this Resolution, in the District's "Official Record of Proceedings".

PASSED AND ADOPTED this 1st day of August, 2025.

ATTEST:

**OCALA PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Ocala Preserve

COMMUNITY DEVELOPMENT DISTRICT

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OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes ☐ No ☐

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD website.

Standard: CDD website contains 100% of the following information: most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit said results to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

Ocala Preserve
COMMUNITY DEVELOPMENT DISTRICT

10A

RESOLUTION NO. 2025-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") APPROVING THE FIRST AMENDMENT TO FIRST SUPPLEMENTAL TRUST INDENTURE BETWEEN THE DISTRICT AND U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE, RELATING TO THE DISTRICT'S CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2021 (2021 PROJECT AREA); AUTHORIZING THE CHAIRMAN OR VICE CHAIRMAN AND THE SECRETARY OR ASSISTANT SECRETARY TO EXECUTE AND DELIVER THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE OF THIS RESOLUTION.

WHEREAS, the Board of Supervisors of Ocala Preserve Community Development District (the "Board" and the "District," respectively) has previously issued, sold and delivered its Ocala Preserve Community Development District Capital Improvement Revenue Bonds, Series 2021 (2021 Project Area) (the "Series 2021 Bonds") under and pursuant to a Master Trust Indenture, dated as of December 1, 2021 (the "Master Indenture"), from the District to U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as successor in interest to U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a First Supplemental Trust Indenture, dated as of December 1, 2021 (the "First Supplemental Indenture" and together with the Master Indenture, the "Indenture"), from the District to the Trustee, in order to finance a portion of the costs of the Capital Improvement Program, such portion being known as the "2021 Project" as further defined in the First Supplemental Indenture; and

WHEREAS, the Series 2021 Bonds are secured by non-ad valorem special assessments (the "Series 2021 Assessments") levied on certain lands within the District benefited by the 2021 Project and known as the "2021 Project Area," as further defined in the First Supplemental Indenture; and

WHEREAS, the First Supplemental Indenture provides that the Series 2021 Reserve Account Requirement shall be reduced upon the satisfaction of the Reserve Account Release Conditions, and any excess on deposit in the Series 2021 Reserve Account as a result of the satisfaction of such conditions shall be transferred to the Series 2021 Acquisition and Construction Account and used for the purpose of such Account; and

WHEREAS, Reserve Account Release Conditions is defined in the First Supplemental Indenture to mean, collectively, that (i) all homes within the District have been built, sold and closed with end-users, and (ii) all of the principal portion of the Series 2021 Assessments have been assigned to such homes; and

WHEREAS, since the Series 2021 Assessments are only levied on the 2021 Project Area and not the entire District, the definition of Reserve Account Release Conditions erroneously requires that all homes *within the District* be built, sold and closed with end-users rather than the intended requirement that all homes *within the 2021 Project Area* be built, sold and closed with end-users; and

WHEREAS, pursuant to Section 1101(g) of the Master Indenture, the District and the Trustee are permitted to enter into amendatory indentures that modify the provisions of any Supplemental Indenture without the consent of the Owners of Bonds then Outstanding provided that such modification does not, in the written opinion of Bond Counsel, materially affect the interests of such Owners; and

WHEREAS, the District and the Trustee desire to enter into a First Amendment to First Supplemental Trust Indenture, dated as of May 1, 2025 (the "Amendment"), between the District and the Trustee, the form of which is attached hereto as Exhibit A, to modify the definition of Reserve Account Release Conditions.

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

SECTION 1. Definitions. All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Indenture.

SECTION 2. Approval of Amendment. The Amendment is hereby approved in substantially the form attached as Exhibit A hereto and the Chairman or the Vice Chairman of the Board are hereby authorized and directed to execute and deliver said Amendment on behalf of and in the name of the District and the Secretary or any Assistant Secretary of the Board is hereby authorized to attest such execution, with such additions and deletions therein as may be made and approved by the Chairman or the Vice Chairman executing the same, such execution to be conclusive evidence of such approval.

SECTION 3. Inconsistent Resolutions and Motions. All prior resolutions of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

SECTION 4. Effective Date of Resolution. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 1st day of August, 2025.

**OCALA PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

(SEAL)

By: _____

Chairman/Vice Chairman,
Board of Supervisors

Attest:

Secretary/Assistant Secretary

EXHIBIT A

**FORM OF FIRST AMENDMENT TO
FIRST SUPPLEMENTAL TRUST INDENTURE**

(Attached hereto)

May 3, 2025

Board of Supervisors
Ocala Preserve Community Development District

U.S. Bank Trust Company, National Association, as successor Trustee
Fort Lauderdale, Florida

Ladies and Gentlemen:

We served as bond counsel in connection with the issuance by Ocala Preserve Community Development District (the "District"), a community development district established and existing pursuant to Chapter 190, Florida Statutes, as amended (the "Act"), of its \$3,855,000 Ocala Preserve Community Development District Capital Improvement Revenue Bonds, Series 2021 (2021 Project Area) (the "Series 2021 Bonds"). The Series 2021 Bonds were issued under and pursuant to the Constitution and laws of the State of Florida, a Master Trust Indenture, dated as of December 1, 2021 (the "Master Indenture") and a First Supplemental Trust Indenture, dated as of December 1, 2021 (the "First Supplemental Indenture," and together with the Master Indenture, the "Indenture"), each from the District to U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as successor in interest to U.S. Bank National Association, as trustee (the "Trustee"), and resolutions adopted by the Board of Supervisors of the District on July 23, 2021 and November 5, 2021 (collectively, the "Bond Resolution"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed in the Indenture.

The Board of Supervisors of the District has adopted Resolution No. 2025-[] on May 2, 2025, approving a First Amendment to First Supplemental Trust Indenture (the "Amendment"), dated as of May 1, 2025, between the District and the Trustee.

In connection with the execution and delivery of the Amendment, in our capacity as bond counsel, we have been requested to render the opinion contained in this letter.

In connection with this opinion letter, we have examined the Act, certified copies of the Bond Resolution, the Indenture, a transcript of the proceedings related to the original issuance

of the Series 2021 Bonds, certain findings in the Resolution of the District approving the Amendment, and such other documents and opinions as we have deemed necessary to render this opinion, and are relying on certain covenants and agreements of the District set forth therein. We have not undertaken an independent audit, examination, investigation or inspection of prior compliance by the District with the requirements of federal tax law or contained in the Indenture, or the matters described or contained in such agreements, documents, certificates, representations and opinions, but have relied solely on the facts, estimates, circumstances, reasonable expectations and opinions described and set forth therein. The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or events occurring after the date hereof. We have neither undertaken to determine whether any such actions or events are taken or occur nor to inform any person thereof. In examining the documents and matters referred to above, we have assumed the genuineness of all signatures thereto and have not undertaken to verify independently the accuracy of the factual matters represented, warranted or certified therein. The opinions set forth below are expressly limited to, and we opine only with respect to, the laws of the State of Florida (the "State") and the federal income tax laws of the United States of America.

Based on the foregoing, and subject to the qualifications and limitations stated herein, we are of the opinion that (i) the Amendment is an amendment to modify the provisions of the First Supplemental Indenture that does not materially adversely affect the interests of the Owners of the Series 2021 Bonds Outstanding permitted pursuant to Section 1101(g) of the Master Indenture, which does not require the consent of such Owners, (ii) the Amendment is the valid and binding obligation of the District enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or general equitable principles, and (iii) the execution and delivery of the Amendment will not, in and of itself, have an adverse effect on the excludability from gross income for federal income tax purposes of interest on the Series 2021 Bonds.

This opinion speaks only as of the date hereof and does not address the effect of any other action or failure to act which may have taken place prior to the date hereof or may take place simultaneously with the execution and delivery of the Amendment. This opinion shall not be construed to mean, expressly or impliedly, that any conditions for the execution and delivery of the Amendment have been satisfied. Our opinions expressed herein are predicated upon present laws, facts and circumstances, and we assume no affirmative obligation to update the opinions expressed herein if such laws, facts or circumstances change after the date hereof. This opinion is solely for the benefit of the addressees and is not to be relied upon by any other person or used, circulated, quoted or otherwise referred to for any other purpose.

Board of Supervisors
Ocala Preserve Community
Development District
U.S. Bank Trust Company, National Association
May 3, 2025

Page 3

We have not been engaged to opine, and we have therefore not passed upon and express no opinion as to the compliance by any party involved in the Amendment, or the necessity of such parties complying, with any federal or State disclosure requirements, registration requirements or security statutes, regulations or rulings with respect to the Amendment.

Very truly yours,

**FIRST AMENDMENT TO
FIRST SUPPLEMENTAL TRUST INDENTURE**

Between

OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT

and

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
AS SUCCESSOR IN INTEREST TO
U.S. BANK NATIONAL ASSOCIATION,**

as Trustee

Dated as of May 1, 2025

Relating to

**Ocala Preserve Community Development District
\$3,855,000 Capital Improvement Revenue Bonds, Series 2021
(2021 Project Area)**

**FIRST AMENDMENT TO
FIRST SUPPLEMENTAL TRUST INDENTURE**

THIS FIRST AMENDMENT TO FIRST SUPPLEMENTAL TRUST INDENTURE (the "Amendment") is dated as of May 1, 2025, by and between **OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida (together with its permitted successors and assigns, the "District"), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as successor in interest to U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America and having corporate trust offices in Fort Lauderdale, Florida (together with its permitted successors and assigns, the "Trustee").

W I T N E S S E T H :

WHEREAS, the District is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), for the purpose, among other things, of financing and managing the acquisition, construction, installation, maintenance, and operation of the major infrastructure within and without the boundaries of the District; and

WHEREAS, the District has previously determined to undertake, in one or more phases, the acquisition and construction of certain public infrastructure pursuant to the Act (the "Capital Improvement Program") for the special benefit of the District; and

WHEREAS, pursuant to the terms and provisions of that certain Master Trust Indenture by and between the District and the Trustee, dated as of December 1, 2021 (the "Master Indenture"), the District proposed to finance the cost of acquisition and/or construction of the Capital Improvement Program by the issuance of one or more Series of Bonds; and

WHEREAS, the District previously issued its \$3,855,000 Ocala Preserve Community Development District Capital Improvement Revenue Bonds, Series 2021 (2021 Project Area) (the "Series 2021 Bonds") pursuant to the Master Indenture and that certain First Supplemental Trust Indenture by and between the District and the Trustee, dated as of December 1, 2021 (the "First Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), in order to finance a portion of the costs of the Capital Improvement Program, such portion being known as the "2021 Project" as further defined in the First Supplemental Indenture; and

WHEREAS, the Series 2021 Bonds are secured by non-ad valorem special assessments (the "Series 2021 Assessments") levied on certain lands within the District benefited by the 2021 Project and known as the "2021 Project Area," as further defined in the First Supplemental Indenture; and

WHEREAS, the First Supplemental Indenture provides that the Series 2021 Reserve Account Requirement shall be reduced upon the satisfaction of the Reserve Account Release Conditions, and any excess on deposit in the Series 2021 Reserve Account as a result of the

satisfaction of such conditions shall be transferred to the Series 2021 Acquisition and Construction Account and used for the purpose of such Account; and

WHEREAS, Reserve Account Release Conditions is defined in the First Supplemental Indenture to mean, collectively, that (i) all homes within the District have been built, sold and closed with end-users, and (ii) all of the principal portion of the Series 2021 Assessments have been assigned to such homes; and

WHEREAS, since the Series 2021 Assessments are only levied on the 2021 Project Area and not the entire District, the definition of Reserve Account Release Conditions erroneously requires that all homes *within the District* be built, sold and closed with end-users rather than the intended requirement that all homes *within the 2021 Project Area* be built, sold and closed with end-users; and

WHEREAS, pursuant to Section 1101(g) of the Master Indenture, the District and the Trustee are permitted to enter into amendatory indentures that modify the provisions of any Supplemental Indenture without the consent of the Owners of Bonds then Outstanding provided that such modification does not, in the written opinion of Bond Counsel, materially affect the interests of such Owners (the "Opinion"); and

WHEREAS, the District and the Trustee now desire to amend the First Supplemental Indenture to modify the definition of Reserve Account Release Conditions in the manner hereinafter provided; and

WHEREAS, except as specifically set forth herein, the First Supplemental Indenture is not amended or modified.

NOW THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Trustee hereby agree as follows:

Section 1. Definitions. Any capitalized term used in this Amendment and not otherwise defined in the recitals set forth above or otherwise herein shall have the meaning ascribed to such term in the Indenture.

Section 2. Application. This Amendment shall amend certain provisions of the First Supplemental Indenture without the necessity of restating such instrument.

Section 3. Incorporation. All statements set forth in the recitals stated above are true and correct and are incorporated into this Amendment and such statements form the basis for the Trustee to join in the execution and delivery of this Amendment with the District.

Section 4. Amendments. The First Supplemental Indenture is hereby amended as follows:

The definition of "Reserve Account Release Conditions" in Section 101 is hereby amended and restated in its entirety to read as follows:

"Reserve Account Release Conditions" shall mean, collectively, that (i) all homes within the 2021 Project Area have been built, sold and closed with end-users, and (ii) all of the principal portion of the Series 2021 Assessments have been assigned to such homes. The District Manager shall provide a written certification to the District and the Trustee certifying that the events in clauses (i) and (ii) have occurred, on which certifications the Trustee may conclusively rely."

Section 5. Applicability of Unamended Provisions of First Supplemental Indenture. Except as expressly amended as stated above, all provisions of the First Supplemental Indenture shall remain unaffected and in full force and effect and are hereby ratified and confirmed.

Section 6. Counterparts. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 7. Binding Effect. This Amendment shall inure to the benefit of, and shall be binding upon, the District, the Trustee, and their respective successors and assigns.

Section 8. Severability. If any provisions of this Amendment shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 9. Indemnification. As provided in Section 604 of the Master Indenture, the District shall pay the Trustee reasonable compensation for its services under the Indenture, and also all its reasonable expenses and disbursements, including the reasonable fees and expenses of Trustee's counsel, and to the extent permitted under Florida law shall indemnify the Trustee and hold the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder except with respect to its own negligence or misconduct.

Section 10. Effective Date. This Amendment shall become effective upon receipt by the Trustee of the Opinion.

IN WITNESS WHEREOF, the District and the Trustee have caused this First Amendment to First Supplemental Trust Indenture to be executed on their behalf by their duly authorized representatives as of the date first above written.

(SEAL)

ATTEST:

By: _____
Secretary/Assistant Secretary

DISTRICT:

**OCALA PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chairman/Vice Chairman

TRUSTEE:

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,**
as successor in interest to U.S. Bank
National Association, as Trustee

By: _____
Vice President

OCALE PRESERVE
COMMUNITY DEVELOPMENT DISTRICT

10B

RESOLUTION 2025-14

[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 1st day of August, 2025.

ATTEST:

**OCALA PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

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

P.E.
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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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: _____

Ocala Preserve
COMMUNITY DEVELOPMENT DISTRICT

10C

RESOLUTION 2025-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT STAFF TO CONFIRM THE SATISFACTION OF THE RELEASE CONDITIONS OF THE CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2021 (2021 PROJECT AREA) AND, UPON SATISFACTION, AUTHORIZING THE RELEASE OF THE DEBT SERVICE RESERVE FUNDS INTO THE SERIES 2021 ACQUISITION AND CONSTRUCTION ACCOUNT; AUTHORIZING A REQUISITION FOR PAYMENT OF THE BALANCE OF THE 2021 ACQUISITION AND CONSTRUCTION ACCOUNT; PROVIDING ADDITIONAL AUTHORIZATION; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure, including water and sewer, roadways, water management and utilities; and

WHEREAS, the District previously issued Capital Improvement Revenue Bonds, Series 2021 (2021 Project Area) ("**Bonds**") in order to finance the District's "Series 2021 Project" ("**Project**"); and

WHEREAS, in connection with the issuance of the Bonds, certain construction monies, in the amount of \$53,526.25 ("**Reserve Fund**"), were originally placed in the Series 2021 Reserve Account for the protection of the bondholders until certain Release Conditions (defined herein) are met; and

WHEREAS, the *First Supplemental Trust Indenture* identifies the "**Release Conditions**" as:

"Reserve Account Release Conditions" shall mean, collectively, that (i) all homes within the District have been built, sold and closed with end-users, and (ii) all of the principal portion of the Series 2021 Assessments have been assigned to such homes. The District Manager shall provide a written certification to the District and the Trustee certifying that the events in clauses (i) and (ii) have occurred, on which certifications the Trustee may conclusively rely.

WHEREAS, on or around September 2021, upon the satisfaction of the Reserve Account Release Conditions #1, \$101,039.07 of the Reserve Fund was released into the Series 2021 Acquisition and Construction Account; and

WHEREAS, the District desires to authorize District Staff to confirm the satisfaction of Reserve Account Release Conditions #2 and, upon satisfaction, to release the applicable portion of the Reserve Fund from the Series 2021 Reserve Account into the Series 2021 Acquisition and Construction Account; and

WHEREAS, the District previously acquired Land and Stormwater Improvements as part of the Project and in the amount of \$2,918,288.01, and has only paid to date a total of \$2,911,374.87, leaving an amount owed of \$6,812,825.90 ("**Unpaid Amount**"), as evidenced in **Exhibit C** attached hereto, which can be paid from the released Reserve Fund; and

WHEREAS, the District desires to authorize the payment of the Requisition in order to fund a portion of the Unpaid Amount.

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

1. RECITALS. The foregoing recitals are incorporated herein as true and correct findings of the District's Board of Supervisors.

2. AUTHORIZATION FOR DISTRICT STAFF TO CONFIRM THE SATISFACTION OF THE RELEASE CONDITIONS OF THE CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2021 (2021 PROJECT AREA) AND, UPON SATISFACTION, AUTHORIZATION FOR THE RELEASE OF THE DEBT SERVICE RESERVE FUNDS INTO THE SERIES 2021 ACQUISITION AND CONSTRUCTION ACCOUNT. The District hereby authorizes District Staff to confirm the satisfaction of the Release Conditions by accepting certificates from the Developer, Forestar (USA) Real Estate Group Inc., and the District Engineer, in the forms included in **Exhibit A** attached hereto. Upon satisfaction of the Release Conditions, the District hereby authorizes District Staff to request the release of the applicable Reserve Fund monies from the Series 2021 Reserve Account and to the 2021 Acquisition and Construction Account through a letter to Trustee in the form included in **Exhibit B** attached hereto.

2. AUTHORIZATION FOR REQUISITION. Once the applicable Reserve Funds have been transferred from the Series 2021 Reserve Account to the 2021 Acquisition and Construction Account, the District hereby authorizes the Requisition for payment of the Unpaid Amount to the Developer in the form attached hereto as **Exhibit C**.

3. 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.

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

5. 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.

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

PASSED AND ADOPTED this 1st day of August, 2025.

ATTEST:

**BOARD OF SUPERVISORS OF THE
OCALA PRESERVE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

Exhibit A: Developer's Certificate & District Engineer's Certificate
Exhibit B: Request to Trustee
Exhibit C: Requisition

EXHIBIT A

**DISTRICT ENGINEER'S JOINDER TO DISTRICT CERTIFICATE
REGARDING SATISFACTION OF RELEASE CONDITIONS**

_____, 20__

The undersigned, as a representative of the District Engineer, hereby joins in the District Certificate regarding Satisfaction of Release Conditions in order to further certify that, to the best of our knowledge and belief after reasonable inquiry, the following is true and correct:

1. All lots subject to the Series 2021 Assessments have been developed and platted.

STANTEC CONSULTING SERVICES INC.

By: _____
Its: _____

**DEVELOPER'S JOINDER TO DISTRICT CERTIFICATE
REGARDING SATISFACTION OF RELEASE CONDITIONS**

_____, 20__

The undersigned, as a representative of Forestar (USA) Real Estate Group Inc., hereby joins in the District Certificate regarding Satisfaction of Release Conditions in order to further certify that, to the best of our knowledge and belief after reasonable inquiry, the following is true and correct:

1. All lots subject to the Series 2021 Assessments have been all homes within the 2021 Project Area have been built, sold and closed with end-users.

FORESTAR (USA) REAL ESTATE GROUP INC.

By: _____

Its: _____

EXHIBIT B

OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT

c/o Wrathell, Hunt, & Associates LLC

2300 Glades Road, Suite 410W

Boca Raton, Florida 33431

(561) 571-0010

_____, 20__

U.S. Bank National Association
Global Corporate Trust
500 West Cypress Creek Road, Suite 460
Fort Lauderdale, Florida 33309
Attn: Amanda Kumar & Robert Hedgecock
E-mail: Amanda.Kumar@usbank.com, Robert.hedgecock@usbank.com

VIA EMAIL

RE: Ocala Preserve Community Development District
Capital Improvement Revenue Bonds, Series 2021 (2021 Project Area)
Satisfaction of Release Condition #2

Dear Amanda and Robert,

We are writing pursuant to the applicable supplemental trust indenture for the above-referenced bonds, and to inform you that "Reserve Account Release Conditions #2" has been satisfied. Accordingly, and based on the certificate(s) attached hereto, please recognize the satisfaction of the release condition(s), calculate the revised applicable reserve account requirement(s), transfer any surplus from the applicable reserve account to the applicable acquisition and construction account, and make payment for the attached requisition. Thank you for your assistance.

Ocala Preserve Community Development District

By: _____
Its: District Manger

Exhibit A: Applicable Supplemental Trust Indenture Provisions
Exhibit B: District Certificate

EXHIBIT A

The following provisions of the Third Supplemental Trust Indenture ("**Supplemental Indenture**") are applicable:

"Reserve Account Release Conditions #2' shall mean, collectively, that (i) all of the Reserve Account Release Conditions #1 have been satisfied, (ii) all homes within the 2021 Project Area have been built, sold and closed with end-users, and (iii) all of the principal portion of the Series 2021 Assessments has been assigned to such homes." (Article I – Definitions.)

"2021 Reserve Account Requirement' shall mean an amount equal to fifty percent (50%) of the maximum annual Debt Service Requirement for all Outstanding Series 2021 Bonds, as of the time of any such calculation, until such time as the Reserve Account Release Conditions #1 are met, at which time and thereafter, Series 2021 Reserve Account Requirement shall mean an amount equal to twenty-five percent (25%) of the maximum annual Debt Service Requirement for all Outstanding Series 2021 Bonds, as of the time of any such calculation, until such time as the Reserve Account Release Conditions #2 are met, at which time and thereafter, Series 2021 Reserve Account Requirement shall mean an amount equal to ten percent (10%) of the maximum annual Debt Service Requirement for all Outstanding Series 2021 Bonds, as of the time of any such calculation. On the date of initial issuance of the Series 2021 Bonds, the Series 2021 Reserve Account Requirement shall be \$202,078.13." (Article I – Definitions.)

Section 405 of the Supplemental Indenture further provides, in pertinent part:

"... the District shall recalculate the Series 2021 Reserve Account Requirement and shall direct the Trustee in writing to transfer any excess on deposit in the Series 2021 Reserve Account as follows: ... (b) if such excess is the result of a reduction of the Series 2021 Reserve Account Requirement as the result of the Reserve Account Release Conditions #1 or the Reserve Account Release Conditions #2 being met, such excess shall be transferred to the Series 2021 Acquisition and Construction Account and used for the purposes of such Account;"

EXHIBIT B

**DISTRICT CERTIFICATE
REGARDING SATISFACTION OF RELEASE CONDITION(S)**

_____, 20__

U.S. Bank National Association
Global Corporate Trust
500 West Cypress Creek Road, Suite 460
Fort Lauderdale, Florida 33309
Attn: Amanda Kumar & Robert Hedgecock
E-mail: Amanda.Kumar@usbank.com, Robert.hedgecock@usbank.com

RE: Ocala Preserve Community Development District
Capital Improvement Revenue Bonds, Series 2021 (2021 Project Area)
Satisfaction of Release Condition #2

We are writing pursuant to the applicable supplemental trust indenture for the above-referenced bonds, and to address the satisfaction of certain reserve account release condition(s), as follows:

1. To the best of our knowledge and belief after reasonable inquiry, and based in part on the attached joinders, the following conditions have been satisfied:

“Reserve Account Release Conditions #2’ shall mean, collectively, that (i) all of the Reserve Account Release Conditions #1 have been satisfied, (ii) all homes within the 2021 Project Area have been built, sold and closed with end-users, and (iii) all of the principal portion of the Series 2021 Assessments has been assigned to such homes.” (Article I – Definitions.)

2. Based on the foregoing, it is appropriate at this time that the Trustee recognize the satisfaction of the release condition(s), calculate the revised applicable reserve account requirement(s), transfer any surplus from the applicable reserve account to the applicable acquisition and construction account, and make payment for the enclosed requisition.

[THIS SPACE INTENTIONALLY LEFT BLANK]

WHEREFORE, the undersigned authorized representative has executed the foregoing District Certificate regarding Satisfaction of Release Condition(s).

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 District Manager 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

**OCALA PRESERVE COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR SERIES 2021 PROJECT**

The undersigned, a Responsible Officer of Ocala Preserve Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as successor in interest to U.S. Bank National Association, as trustee (the "Trustee"), dated as of October 1, 2019 (the "Master Indenture"), as supplemented by the Third Supplemental Trust Indenture between the District and the Trustee, dated as of September 1, 2021 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **3**

(B) Name of Payee: ***Forestar (USA) Real Estate Group Inc.***

(C) Amount Payable: ***\$106,619.71***

Note that the amount of this requisition is equal to the balance of the Series 2021 Acquisition and Construction Account. To the extent that additional monies are released into the Series 2021 Acquisition and Construction Account, the Trustee is directed to may payment of any remaining amounts owed by the District for the Ocala Preserve Phases 2A (Including River Glen Boulevard), 3A & 3B Utilities, Stormwater and Roadway Improvements, as further detailed below, up to the full amount of \$12,323,666.51, and without further action by the District.

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state Costs of Issuance, if applicable): ***The Acquisition of the Ocala Preserve Phases 2A (Including River Glen Boulevard), 3A & 3B Utilities, Stormwater and Roadway Improvements was in the amount of \$12,323,666.51. Requisition #1, was processed in the amount of \$5,404,220.90, and Requisition #2, attached hereto as Exhibit A, was processed in the amount of \$106,619.71, which left an unpaid balance of \$6,812,825.90. The above-referenced amount payable is to be applied to the unpaid balance of \$6,812,825.90.***

EVENT	AMOUNT
Acquisition of Ocala Preserve Phases 2A (Including River Glen Boulevard), 3A & 3B Utilities, Stormwater and Roadway Improvements	\$12,323,666.51
LESS Amount Paid By Requisition #1	-\$5,404,220.90
LESS Amount Paid By Requisition #2	<u>-\$106,619.71</u>
BALANCE Owed After Requisition #2	\$6,812,825.90

(E) Fund or Account and subaccount, if any, from which disbursement to be made:
2021 Acquisition and Construction Account

The undersigned hereby certifies that:

☒ obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2021 Acquisition and Construction Account referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Series 2021 Project and each represents a Cost of the Series 2021 Project, and has not previously been paid out of such Account;

OR

☐ this requisition is for costs of issuance payable from the Series 2021 Costs of Issuance Account that has not previously been paid out of such Account.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain. Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**OCALA PRESERVE COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Responsible Officer

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the Series 2021 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2021 Project and is consistent with (i) the applicable acquisition or construction contract, (ii) the plans and specifications for the portion of the Series 2021 Project with respect to which such disbursement is being made, and (iii) the report of the Consulting Engineer

attached as an exhibit to the Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

Consulting Engineer

Ocala Preserve

COMMUNITY DEVELOPMENT DISTRICT

11

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**


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

P.E.
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

UNAUDITED
FINANCIAL
STATEMENTS

**OCALA PRESERVE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2025**

**OCALA PRESERVE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2025**

	General Fund	Debt Service Fund 2021	Debt Service Fund 2023	Capital Projects Fund 2023	Total Governmental Funds
ASSETS					
Cash	\$ 125,150	\$ -	\$ -	\$ -	\$ 125,150
Investments					
Revenue	-	193,840	162,447	-	356,287
Reserve	-	53,525	95,939	-	149,464
Capitalized interest	-	-	145	-	145
Construction	-	-	-	2,400	2,400
Prepayment	-	61,105	28,085	-	89,190
Due from Landowner	-	-	114,405	-	114,405
Due from general fund	-	6,776	11,742	-	18,518
Due from SH AA Dev.	1,038	-	-	-	1,038
Due from DR Horton	2,654	-	23,298	-	25,952
Total assets	<u>\$ 128,842</u>	<u>\$ 315,246</u>	<u>\$ 436,061</u>	<u>\$ 2,400</u>	<u>\$ 882,549</u>
LIABILITIES AND FUND BALANCES					
Liabilities:					
Accounts payable	\$ 10,698	\$ -	\$ -	\$ -	\$ 10,698
Due to Landowner	48	3,816	-	-	3,864
Due to debt service fund 2021	6,776	-	-	-	6,776
Due to debt service fund 2023	11,742	-	-	-	11,742
Landowner advance	6,000	-	-	-	6,000
Total liabilities	<u>35,264</u>	<u>3,816</u>		<u>-</u>	<u>39,080</u>
DEFERRED INFLOWS OF RESOURCES					
Deferred receipts	<u>3,692</u>	<u>-</u>	<u>137,703</u>	<u>-</u>	<u>141,395</u>
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	-	311,430	298,358	-	609,788
Capital projects	-	-	-	2,400	2,400
Unassigned	89,886	-	-	-	89,886
Total fund balances	<u>89,886</u>	<u>311,430</u>	<u>298,358</u>	<u>2,400</u>	<u>702,074</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 128,842</u>	<u>\$ 315,246</u>	<u>\$ 436,061</u>	<u>\$ 2,400</u>	<u>\$ 882,549</u>

**OCALA PRESERVE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 2,023	\$ 75,881	\$ 74,982	101%
Developer assessment	-	34,057	34,057	100%
Landowner contribution	-	417,641	-	N/A
Total revenues	<u>2,023</u>	<u>527,579</u>	<u>109,039</u>	484%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	36,000	48,000	75%
Legal	-	2,766	22,000	13%
Engineering	-	-	2,200	0%
Audit	6,200	6,200	6,000	103%
Arbitrage rebate calculation	-	-	1,000	0%
Dissemination agent	167	1,500	2,000	75%
EMMA software services	-	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	2,250	3,000	75%
Telephone	17	150	200	75%
Postage	23	213	500	43%
Printing & binding	42	375	500	75%
Legal advertising	-	440	1,500	29%
Annual special district fee	-	175	175	100%
Insurance	-	5,814	6,200	94%
Contingencies/bank charges	90	793	2,000	40%
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	-	210	0%
Unbudgeted expense	-	417,642	-	N/A
Total professional & administrative	<u>10,789</u>	<u>484,085</u>	<u>106,690</u>	454%
Other fees & charges				
Tax collector	<u>40</u>	<u>1,507</u>	<u>2,343</u>	64%
Total other fees & charges	<u>40</u>	<u>1,507</u>	<u>2,343</u>	64%
Total expenditures	<u>10,829</u>	<u>485,592</u>	<u>109,033</u>	445%
Excess/(deficiency) of revenues over/(under) expenditures	(8,806)	41,987	6	
Fund balances - beginning	<u>98,692</u>	<u>47,899</u>	<u>20,205</u>	
Fund balances - ending	<u>\$ 89,886</u>	<u>\$ 89,886</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 JUNE 30, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 6,027	\$ 226,048	\$ 223,580	101%
Assessment prepayments	28,699	115,435	-	N/A
Interest	738	6,027	-	N/A
Total revenues	<u>35,464</u>	<u>347,510</u>	<u>223,580</u>	155%
EXPENDITURES				
Debt service				
Principal	-	85,000	85,000	100%
Prepayment	-	55,000	-	N/A
Interest	-	125,431	125,431	100%
Total debt service	<u>-</u>	<u>265,431</u>	<u>210,431</u>	126%
Other fees & charges				
Tax collector	122	4,489	6,987	64%
Total other fees and charges	<u>122</u>	<u>4,489</u>	<u>6,987</u>	64%
Total expenditures	<u>122</u>	<u>269,920</u>	<u>217,418</u>	124%
Excess/(deficiency) of revenues over/(under) expenditures	35,342	77,590	6,162	
Net change in fund balances	35,342	77,590	6,162	
Fund balances - beginning	276,088	233,840	222,465	
Fund balances - ending	<u>\$ 311,430</u>	<u>\$ 311,430</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 JUNE 30, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Developer assessment	\$ 10,443	\$ 391,682	\$ 388,147	101%
Assessment prepayments	13,687	104,032	-	N/A
Interest	710	7,998	-	N/A
Total revenues	<u>24,840</u>	<u>503,712</u>	<u>388,147</u>	130%
EXPENDITURES				
Debt service				
Principal	-	75,000	75,000	100%
Prepayment	-	170,000	-	N/A
Interest	-	293,753	296,555	99%
Tax collector	208	7,777	12,130	64%
Total expenditures	<u>208</u>	<u>546,530</u>	<u>383,685</u>	142%
Excess/(deficiency) of revenues over/(under) expenditures	24,632	(42,818)	4,462	
Net change in fund balances	24,632	(42,818)	4,462	
Fund balances - beginning	273,726	341,176	342,280	
Fund balances - ending	<u>\$ 298,358</u>	<u>\$ 298,358</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 JUNE 30, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 7	\$ 68
Total revenues	<u>7</u>	<u>68</u>
EXPENDITURES		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	7	68
Net change in fund balances	7	68
Fund balances - beginning	2,393	2,332
Fund balances - ending	<u><u>\$ 2,400</u></u>	<u><u>\$ 2,400</u></u>

OCALE PRESERVE
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

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

The Board of Supervisors of the Ocala Preserve Community Development District held 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.

Present:

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

Also present:

Kristen Suit	District Manager
Ashley Ligas (via telephone)	District Counsel
Alex Gormley	Regional Director of Operations, Forestar

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 11:01 a.m. She stated the Oath of Office will be administered to the elected Supervisors who were elected at the November 2024 Landowners' Election during the Third Order of Business.

Supervisor Cotter, and Supervisors-Elect Disotell, Wiggins and Mellish, were present. Supervisor Tepper was absent.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

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)

Ms. Suit, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Ms. Kara Disotell, Mr. John Wiggins and Mr. Ethan Mellish. All are 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 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

Ms. Suit presented Resolution 2025-01 and recapped the results of the Landowners' Election, as follows:

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

On MOTION by Mr. Cotter and seconded by Ms. Disotell, with all in favor, 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, was adopted.

FIFTH ORDER OF BUSINESS

Acceptance of Resignation of Joshua Tepper [Seat 2]

Ms. Suit presented Mr. Joshua Tepper's resignation.

On MOTION by Mr. Cotter and seconded by Mr. Wiggins, with all in favor, the resignation of Mr. Joshua Tepper from Seat 2, was accepted.

SIXTH ORDER OF BUSINESS

**Consider Appointment to Fill Unexpired
Term of Seat 2; Term Expires November
2026**

This item was deferred.

- **Administration of Oath of Office**

SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2025-02,
Electing and Removing Officers of the
District and Providing for an Effective Date**

Ms. Suit presented Resolution 2025-02. Mr. Cotter nominated the following slate:

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

No other nominations were made.

This Resolution removes the following from the Board:

Joshua Tepper	Assistant Secretary
---------------	---------------------

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 2025-02, Electing, as nominated, and Removing Officers of the
District and Providing for an Effective Date, was adopted.**

EIGHTH ORDER OF BUSINESS

**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

Ms. Suit presented Resolution 2025-03. She noted that the proposed Fiscal Year 2026 budget is unchanged compared to Fiscal Year 2025, with the exception of the “Unbudgeted Expense” which represents a reimbursement to Forestar.

On MOTION by Mr. Cotter and seconded by Mr. Wiggins, with all in favor, Resolution 2025-03, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law for August 1, 2025 at 11:00 a.m., at The Club at Ocala Preserve, 4021 NW 53rd Avenue Road, Ocala, Florida 34482; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date, was adopted.

NINTH ORDER OF BUSINESS

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]**

Ms. Suit stated this Resolution pertains to the 2021 Project, rather than the 2023 Project.

On MOTION by Mr. Cotter and seconded by Mr. Wiggins, with all in favor, 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 2021 PROJECT], was adopted.

Ms. Ligas discussed an error in the Supplemental Indenture, which requires that all homes within the CDD must be sold to release the reserve accounts; this condition was meant to apply to the Assessment Area and not the entire CDD. Staff is working with Bond Counsel to draft an Amendment to the Supplemental Indenture to correct this issue.

Discussion ensued regarding whether to defer adoption of Resolution 2025-04 until the next meeting.

Ms. Suit stated the next meeting will be on August 1, 2025 and suggested the Chair be authorized to execute the revised Resolution outside of a meeting and have it ratified at the next meeting.

Ms. Ligas stated the Board can adopt Resolution 2025-04, subject to receipt of the Amendment to the Supplemental Indenture is received to clarify that the release condition was related to the Assessment Area, and not the entire project.

Ms. Suit stated, given the situation, Resolution 2025-04 will be deferred and the Resolution with the updated Supplemental Trust Indenture and any other necessary updated documents will be sent to Mr. Cotter for execution outside of a meeting. Resolution 2025-04 will then be ratified at the next meeting.

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

Ms. Ligas stated that Resolution 2025-05 is related to declaring the Series 2023 Project complete and integrates the District Engineer's Certificate, the District Manager's Certificate and directs the District Manager's Office to inform the Trustee and release any additional reserve funds available into the Construction Account to pay final invoices for the project goal.

On MOTION by Mr. Cotter and seconded by Mr. Wiggins, with all in favor, 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, was adopted.

C. Discussion: Project Completion Resolutions for 2021 Project

This item was discussed following Item 9A.

TENTH ORDER OF BUSINESS

Consideration of Atwell LLC Proposal for Surveying Services (to be provided under separate cover)

This item was deferred.

ELEVENTH ORDER OF BUSINESS

Ratification Items

Ms. Suit presented the following:

- 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]**

On MOTION by Mr. Wiggins and seconded by Mr. Cotter, with all in favor, the Fiscal Year 2025 Deficit Funding Agreement to fund \$417,000 for the depressions; Ciraco Underground, Inc. Funding Request #17 for \$391,777.00; and UES Professional Services LLC Funding Request #18 for \$25,863.75, were ratified.

TWELFTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of February 28, 2025

On MOTION by Mr. Cotter and seconded by Mr. Wiggins, with all in favor, the Unaudited Financial Statements as of February 28, 2025, were accepted.

THIRTEENTH ORDER OF BUSINESS

Approval of Minutes

- A. August 2, 2024 Public Hearing and Regular Meeting**

B. November 5, 2024 Landowners' Meeting

On MOTION by Mr. Wiggins and seconded by Mr. Cotter, with all in favor, the August 2024 Public Hearing and Regular Meeting Minutes and the November 5, 2024 Landowners' Meeting Minutes, both as presented, were approved.

FOURTEENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kutak Rock LLP**

Ms. Ligas will advise when the Amendment to the Supplemental Indenture for the Series 2021 Project is available, so the Resolution can be executed and Construction Account Releases can proceed for both series of bonds.

B. District Engineer: Atwell, LLC

There was no report.

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

- **NEXT MEETING DATE: May 2, 2025 at 11:00 AM**

- **QUORUM CHECK**

The May 2, 2025 meeting will be canceled. The next meeting will be on August 1, 2025.

FIFTEENTH ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

SIXTEENTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

SEVENTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Wiggins and seconded by Mr. Cotter, with all in favor, the meeting adjourned at 11:13 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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 CANCELED	Regular Meeting	11:00 AM
November 1, 2024 CANCELED	Regular Meeting	11:00 AM
November 5, 2024	Landowners' Meeting	11:00 AM
December 6, 2024 CANCELED	Regular Meeting	11:00 AM
January 3, 2025 CANCELED	Regular Meeting	11:00 AM
February 7, 2025 CANCELED	Regular Meeting	11:00 AM
March 7, 2025 CANCELED	Regular Meeting	11:00 AM
April 4, 2025	Regular Meeting <i>Presentation of FY26 Proposed Budget</i>	11:00 AM
May 2, 2025 CANCELED	Regular Meeting	11:00 AM
June 6, 2025 CANCELED	Regular Meeting	11:00 AM
August 1, 2025	Public Hearing & Regular Meeting <i>Adoption of FY26 Budget</i>	11:00 AM
September 5, 2025	Regular Meeting	11:00 AM