

Ovation Community Development District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817; Phone: 407-723-5900

The following is the proposed agenda for the meeting of the Board of Supervisors for the Ovation Community Development District, scheduled to be held **Friday, June 6, 2025, at 11:00 a.m. at the offices of Hanson, Walter & Associates, Inc., located at 8 Broadway, Suite 104, Kissimmee, FL 34741.** Questions or comments on the Board Meeting or proposed agenda may be addressed to Vivian Carvalho at carvalhov@pfm.com or (407) 723-5900. A quorum (consisting of at least three Board Members) will be confirmed prior to the start of the Board Meeting.

To attend the meeting by phone, please use the below conference call information:

Phone: 1-844-621-3956

Participant Code: 2536 634 0209.

BOARD OF SUPERVISORS' MEETING AGENDA

Administrative Matters

- Call to Order
- Roll Call to Confirm Quorum
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*
- 1. Consideration of the Minutes of the February 7, 2025, Board of Supervisors' Meeting

Business Matters

2. Review of Letter from Supervisor of Elections, Osceola County
3. Consideration of **Resolution 2025-33, Approving a Preliminary Budget for Fiscal Year 2026, and Setting a Public Hearing Date** *[suggested date TBD]*
4. Ratification of Tri-Party Development Agreement
5. Consideration of Payment Authorization Nos. 002 – 007
6. Review of District Financials *[no action required]*

Other Business

Staff Reports

- District Counsel
- District Engineer
- District Manager

Supervisor Requests and Comments

Adjournment



Ovation Community Development District

**Consideration of the Minutes of
the February 7, 2025,
Board of Supervisors' Meeting**

MINUTES OF MEETING

**OVATION COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS MEETING
Friday, February 7, 2025, at 2:00 p.m.
8 Broadway, Suite 104,
Kissimmee, FL 34741**

Board Members present:

William Shewalter	Chairman	
Alan Losada	Vice Chairman	
Logan Crabb	Assistant Secretary	
Alan Garzon	Assistant Secretary	(via phone)
John Adams	Assistant Secretary	

Also present were:

Vivian Carvalho	District Manager - PFM Group Consulting LLC	
Kwame Jackson	ADM - PFM Group Consulting LLC	(via phone)
Jennifer Glasgow	District Accountant - PFM Group Consulting LLC	(via phone)
Jonathan Johnson	Kutak Rock, LLP	(via phone)
Hank Fishkind	Fishkind Consulting	(via phone)
Warren Dauber	Meyers Group	
Bob Whidden	R.J. Whidden	

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Ms. Carvalho called the Board of Supervisors meeting of the Ovation CDD to order at 2:06 p.m. and the roll was called and quorum established.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no public comments.

THIRD ORDER OF BUSINESS

**Administration of the Oath of Office to
New Members of the Board of
Supervisors**

Ms. Carvalho noted for the record that the oath of office was administered to Ms. Crabb, Mr. Losada and Mr. Shewalter prior to the start of the meeting. Mr. Losada, Ms. Crabb, and Mr. Shewalter all waived their right to compensation.

FOURTH ORDER OF BUSINESS

**Review and Acknowledgement of
Resignation Letter from Hank Fishkind
from Seat #1**

Ms. Carvalho stated this occurred at the end of the previous meeting.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD reviewed and accepted the Resignation Letter from Hank Fishkind from Seat #1.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-27, Canvassing and Certifying the Results of the Landowner's Election

Ms. Carvalho stated this is certify the results of the Landowner's Election and the votes cast. She noted the new seat arrangements, with William Shewalter in Seat 1 to serve a four-year term, Alan Losada in Seat 2 to serve a four-year term, Logan Crabb in Seat 3 to serve a two-year term, Alan Garzon in Seat 4 to serve a two-year term, and Seat 5 is vacant at this time.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-27, Canvassing and Certifying the Results of the Landowner's Election.

SIXTH ORDER OF BUSINESS

Consideration of Appointment for Vacant Seat #5

Ms. Carvalho called for nominations.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD nominated Mr. John Adams to the Appointment of Seat #5 to serve a two-year term.

SEVENTH ORDER OF BUSINESS

Administration of Oath of Office for Newly Appointed Board Member for Seat #5

Mr. Carvalho swore in Mr. Adams with the Oath of Office to Seat #5.

Mr. Adams waived his right to compensation.

Ms. Carvalho reviewed the Florida Sunshine Laws and Board Member communication as it relates to what can and cannot be done outside of a duly noticed Board meeting.

Mr. Adams noted he is associated as a land planner and may be retained by the Developer in the future.

Mr. Johnson stated this is not a conflict of interest if he is not hired by the District. He also reviewed public record policies.

There was a brief discussion regarding the District's website and the Board Member emails.

Ms. Carvalho reviewed that process and recommended keeping all District information separate from personal emails.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2025-28, Electing District Officers

Ms. Carvalho and Mr. Jackson reviewed the current slate of Officers.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-28, Electing District Officers keeping the previous slate of officers and adding Mr. Adams as an Assistant Secretary.

NINTH ORDER OF BUSINESS

Consideration of the Minutes of:

- **October 30, 2024, Organizational Meeting**
- **January 3, 2025, Landowner's Election Meeting**

The Board reviewed the minutes.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved the Minutes of the October 30, 2024, Organizational Meeting and the January 3, 2025, Landowner's Election Meeting.

TENTH ORDER OF BUSINESS

Consideration of Responses to RFQ for District Engineering, Design & Design Criteria Professional Services

- **Consideration of Engineering Agreement with Hanson, Walter, & Associates, Inc.**

Ms. Carvalho stated this is a statutory requirement to have a District Engineer, and the only company that responded to the RFQ was Hanson, Walter, & Associates, Inc.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved the Agreement with Hanson, Walter, & Associates, Inc. for District Engineering, Design, & Design Criteria Professional Services.

ELEVENTH ORDER OF BUSINESS

Public Hearing on the Adoption of the District's Fiscal Year 2024/2025 O&M Budget

- Affidavit
- Public Comments & Testimony
- Board Comments
- Consideration of Resolution 2025-29, Adopting Fiscal Year 2024/2025 Budget and Appropriating Funds

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD opened the Public Hearing.

Ms. Carvalho noted there were no members of the public present.
There were no Board comments.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD closed the Public Hearing.

Ms. Carvalho stated this Resolution is to approve and adopt the proposed budget. She noted this is a Developer-funded budget.

There was a discussion regarding how often meetings will be held and their purpose. It was noted that this project should take 10 – 14 months to start.

The Board requested to defer the resolution.

Mr. Johnson noted that another public hearing would have to be held with advertisement if the Board does not approve a Budget at this time

The Board discussed the budget, the funding process, and expenses. This included adjusting the budget to \$50,000.

Ms. Carvalho noted if any changes need to be made, the budget will be amended.

On MOTION by Mr. Adams, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-29, Adopting Fiscal Year 2024/2025 Budget and Appropriating Funds in the total net revenue amount of \$50,000.

TWELFTH ORDER OF BUSINESS

Public Hearing on the Adoption of the District's Rules of Procedure

- Affidavit
- Public Comments & Testimony
- Board Comments

- **Consideration of Resolution 2025-30, Adopting the Rules of Procedure**

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD opened the Public Hearing.

Ms. Carvalho noted there were no members of the public present.
There were no Board comments.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD closed the Public Hearing.

Ms. Carvalho stated this resolution, and process is a requirement whenever forming a District.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-30, Adopting the Rules of Procedure.

THIRTEENTH ORDER OF BUSINESS

Public Hearing on the District's Use of the Uniform Method of Levying, Collecting and Enforcing Non-Ad Valorem Assessment

- **Affidavit**
- **Public Comments & Testimony**
- **Board Comments**
- **Consideration of Resolution 2025-31, Adopting the Use of the Uniform Method**

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD opened the Public Hearing.

Ms. Carvalho noted there were no members of the public.
There were no Board comments.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD closed the Public Hearing.

Ms. Carvalho stated that once the district finances bonds, levies the debt to the parcel, and uses O&M assessments, this would allow for the use of the tax collector to assess those respective assessments.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-31, Adopting the Use of the Uniform Method of Levying and Collecting.

FOURTEENTH ORDER OF BUSINESS

Consideration of Resolution 2025-32, Adopting Goals, Objectives, and Performance Measures and Standards

Ms. Carvalho stated this is a statutory requirement for special districts. It outlines goals and objectives for the district and at the end of the year, a report is filed with the State with the performance measures and standards outcome.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-32, Adopting Goals, Objectives, and Performance Measures and Standards.

FIFTEENTH ORDER OF BUSINESS

Ratification of District Website Services Agreement

Ms. Carvalho that the website concept and proposal was previously approved. This agreement is to materialize the proposal that the Board previously approved.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD ratified the District Website Services Agreement.

SIXTEENTH ORDER OF BUSINESS

Consideration of Trustee Agreement

Ms. Carvalho stated this is done when the bonds are financed. The Trustee must be separate from the institution that is utilized for the General Fund account also known as Operation & Maintenance Fund Account. District Management recommends US Bank.

There was a discussion regarding how these fees are paid. These are Developer funded at this time.

Ms. Carvalho reviewed the budget and how it's funded.

The Board reviewed future maintenance of the infrastructure and what the expenses will look like in the Developer budgets.

Ms. Carvalho recommended she have a meeting with Mr. Fishkind in order to clarify those future expenses and total budget needed.

Mr. Johnson stated the Trustee is not needed until bonds are used and recommended tabling the item until necessary.

The Board agreed to table the Trustee Agreement.

SEVENTEENTH ORDER OF BUSINESS

Staff Reports

District Counsel: No report.

District Engineer: No report.

District Manager: Ms. Carvalho noted she will work on the revised budget, and holding only the two requested meetings during FY 24-25.

EIGHTEENTH ORDER OF BUSINESS

Audience Comments & Supervisor Requests

There were no audience comments.

There was a brief discussion on terms being served.

Ms. Carvalho noted the shortest term is two years. However, a Board Member can resign at any time.

NINETEENTH ORDER OF BUSINESS

Adjournment

There was no further business to discuss.

On MOTION by Mr. Shewalter, seconded by Mr. Losada, with all in favor, the Board of Supervisors for the Ovation CDD adjourned the meeting at 2:45 p.m.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson



Ovation Community Development District

Review of Letter from Supervisor of Elections, Osceola County



MARY JANE ARRINGTON
OSCEOLA COUNTY SUPERVISOR OF ELECTIONS

May 2, 2025

Ms. Vivian Carvalho
District Manager
PFM Group Consulting, LLC.
3501 Quadrangle Blvd.
Suite 270
Orlando, FL 32817

RE: Ovation Community Development District – Registered Voters

Dear Ms. Carvalho:

Thank you for your letter requesting confirmation of the number of registered voters within the Ovation Community Development District as of April 15, 2025.

The number of registered voters within the Ovation CDD is zero as of April 15, 2025.

If I can be of further assistance, please contact me at 407.742.6000.

Respectfully yours,

A handwritten signature in cursive script that reads "Mary Jane Arrington".

Mary Jane Arrington
Supervisor of Elections

Vote
Osceola



Ovation Community Development District

**Consideration of Resolution 2025-33,
Approving a Preliminary Budget for Fiscal Year 2026,
and Setting a Public Hearing Date
*[suggested date TBD]***

RESOLUTION 2025-33

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OVATION
COMMUNITY DEVELOPMENT DISTRICT APPROVING THE PROPOSED BUDGET
FOR FISCAL YEAR 2025/2026 AND SETTING PUBLIC HEARINGS THEREON
PURSUANT TO FLORIDA LAW AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Ovation Community Development District (the “District”) was established by Ordinance No. 2024-64, adopted by the Board of County Commissioners of Osceola County, Florida, effective as of October 9, 2024; and

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors of the District (the “Board”) the proposed budget for the Fiscal Year 2025/2026, which begins October 1, 2025, and concludes September 30, 2026 (the “Fiscal Year 2025/2026 Budget”); and

WHEREAS, the Board has considered the proposed budget and desires to set the required public hearing thereon.

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

SECTION 1. PROPOSED BUDGETS APPROVED. The proposed budget prepared by the District Manager for Fiscal Year 2025/2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting public hearings to adopt said proposed budget.

SECTION 2. SETTING PUBLIC HEARINGS. The public hearing on said approved proposed budget is hereby declared and set for the following date, time and location, and District staff is directed to provide notice of the same in accordance with Florida law:

DATE: _____, 2025

TIME: _____

LOCATION: _____

SECTION 3. TRANSMITTAL OF PROPOSED BUDGETS TO LOCAL GENERAL-PURPOSE GOVERNMENT; POSTING OF PROPOSED BUDGET. The District Manager is hereby directed to (i) submit copies of the proposed budget to the applicable local general-purpose government at least 60 days prior to its adoption, and (ii) post the approved proposed budget on the District’s website in accordance with Chapter 189, *Florida Statutes*.

SECTION 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.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 6TH DAY OF JUNE 2025.

ATTEST:

**OVATION COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed FY 2025/2026 Budget

Exhibit A
FY 2025/2026 proposed budget

[See attached]



Ovation CDD

FY 2026 Proposed O&M Budget

	Actual Through 4/30/25	Anticipated May - Sept	Anticipated FY 2025 Total	FY 2025 Adopted Budget	Proposed FY 2026 Budget
Revenues					
Developer Contributions	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00	\$ 50,000.00	\$ 168,845.00
Interest Income	100.02	100.00	200.02	-	200.00
Net Revenues	\$ 25,100.02	\$ 25,100.00	\$ 50,200.02	\$ 50,000.00	\$ 169,045.00
General & Administrative Expenses					
Supervisor fee	\$ -	\$ -	\$ -	\$ -	\$ 12,000.00
Public Officials' Insurance	-	3,100.00	3,100.00	3,100.00	3,100.00
Trustee Fee	-	-	-	-	7,500.00
Management	15,000.00	18,750.00	33,750.00	33,750.00	45,000.00
Engineering	-	-	-	-	10,000.00
Disclosure Fee	-	-	-	-	1,000.00
District Counsel	7,935.55	2,564.45	10,500.00	10,500.00	45,000.00
Audit	-	-	-	-	6,000.00
Reamortization Schedules	-	-	-	-	250.00
Property Appraiser Fee	-	-	-	-	550.00
Travel & Per Diem	-	-	-	-	500.00
Postage & shipping	0.69	-	0.69	50.00	500.00
Copies	-	-	-	-	500.00
Telephone / Webex	-	-	-	-	50.00
Legal Advertising	1,390.80	700.00	2,090.80	1,130.00	10,000.00
Website maintenance	-	-	-	-	6,420.00
Dues, Licences and Fees	187.55	-	187.55	175.00	175.00
General Insurance	-	1,295.00	1,295.00	1,295.00	5,000.00
Property and Casualty	-	-	-	-	5,000.00
Crime Insurance	-	-	-	-	500.00
Contingency	-	-	-	-	10,000.00
Total General & Administrative Expenses	\$ 24,514.59	\$ 26,409.45	\$ 50,924.04	\$ 50,000.00	\$ 169,045.00



Ovation CDD FY 2026

Budget Item Description

Revenues:

Developer Contributions

Funding from the Developer.

Administrative Expenditures:

Supervisor Fees

Chapter 190 of the Florida Statutes allows for a member of the Board of Supervisors to be compensated for meeting attendance and to receive up to \$200.00 per meeting plus payroll taxes. The amount for the Fiscal Year is based upon all supervisors attending the meetings.

Public Officials' Liability Insurance

Supervisors' and Officers' liability insurance.

Trustee Fee

The Trustee submits invoices annually for services rendered on bond series. These fees are for maintaining the District trust accounts.

Management

The District receives management and administrative services as part of a management agreement with PFM Group Consulting LLC. These services are further outlined in Exhibit "A" of the Management Agreement.

Engineering

The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of invoices, and all other engineering services as requested by the District throughout the year.

Disclosure Fee

When bonds are issued for the District, the Bond Indenture requires continuing disclosure, which the dissemination agent provides to the trustee and bond holders.



Ovation CDD FY 2026

District Counsel

The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts, and all other legal services as requested by the District throughout the year.

Audit

Chapter 218 of the Florida Statutes requires a District to conduct an annual financial audit by an Independent Certified Public Accounting firm. Some exceptions apply.

Reamortization Schedules

When debt is paid on a bond series, a new amortization schedule must be recalculated. This can occur up to four times per year per bond issue.

Property Appraiser Fee

Fee assessed by Osceola County to assess our assessments and process the payments received.

Travel & Per Diem

Travel to and from meetings as related to the District.

Postage & Shipping

Mail, overnight deliveries, correspondence, etc.

Copies

Printing and binding Board agenda packages, letterhead, envelopes, and copies.

Telephone / Webex

Telephone and Webex services.

Legal Advertising

The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to monthly meetings, special meetings, and public hearings for the District.

Website Maintenance

Website maintenance fee. This also includes and setup fees for the website.

Dues, Licenses & Fees

The District is required to pay an annual fee to the Department of Economic Opportunity.



Ovation CDD FY 2026

General Insurance

General liability insurance.

Property & Casualty

Insurance to protect property and cover casualty.

Crime Insurance

Insurance to protect the district from crime committed on the district property.

Contingency

Other administrative and grounds expenses incurred throughout the year.



Ovation Community Development District

Ratification of Tri-Party Development Agreement

**This Instrument Prepared by and
Return to:**

Nelson Mullins Riley & Scarborough LLP
Attn: Jo O. Thacker, Esquire
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801

MEYERS GROUP – OVATION
TRI-PARTY DEVELOPMENT AGREEMENT

THIS AGREEMENT (this “**Agreement**”) is made and entered into as of the date this Agreement is approved for execution by the Osceola County Board of County Commissioners (the “**Effective Date**”) by and among **MEYERS GROUP PARTNERS ACQUISITIONS, LLC**, a Florida limited liability company (or any subsequent successors or assigns, including successors-in-title, either individually or collectively, the “**Developer**”), Ovation Community Development District (“**OCDD**”), and **OSCEOLA COUNTY**, a political subdivision of the State of Florida (the “**County**”).

WITNESSETH

WHEREAS, Developer has entered into an agreement with Orlando Sun Resort & Spa, LLC, a Delaware limited liability company, to purchase certain property located in the northwest quadrant of the interchange between Interstate 4 and U.S. Highway 192 situated in Osceola County, Florida, Parcel ID Numbers 05-25-28-0000-0010-0000 and 05-25-28-0000-0014-0000, which was formerly operated as a Hyatt Hotel, as is more specifically described and depicted in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Property**”); and

WHEREAS, upon acquisition of the Property, the Developer intends to redevelop the Property as a multiuse hotel and entertainment district and commercial retail center, known as Ovation (the “**Project**”); and

WHEREAS, the development of the project requires extraordinary capital costs in order to construct the Project.

WHEREAS, in connection with the Project, the County agrees to recognize credits toward the payment of mobility fees for previously constructed structures;

WHEREAS, the County agrees that the accrual of interest and other charges relating to code enforcement liens on the Property were suspended as of the date of a Memorandum of Understanding between the parties (the “**MOU**”); and

WHEREAS, the parties acknowledge and agree that it is in the public interest to demolish the existing buildings and redevelop the Property in a manner that enhances tourism within the

County and increases the County's ad valorem tax roll and otherwise benefits the residents of the County.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct, are incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are incorporated herein by reference and form a material part of this Agreement.

2. **Property Acquisition.** All obligations of the parties under this Agreement are expressly conditioned upon the Developer's acquisition of the Property from Orlando Sun Resort & Spa, LLC. in fee simple or pursuant to a ground lease with a term of not less than fifty years.

3. **Capital Funding Plan.** The development of the Project requires extraordinary capital costs for meeting room space, museums, immersive live entertainment, parking decks to be constructed and operated by the OCDD (the "**Parking Decks**") and other public improvements in the estimated amount of One Hundred Ninety-Two Million and No/100 U.S. Dollars (\$192,000,000.00), subject to change and final costs. The capital funding plan for the Project is as follows:

A. Contributions. The Developer will contribute approximately Thirty Million and No/100 U.S. Dollars (\$30,000,000.00). The County agrees to recognize credits toward the payment of mobility fees and fire rescue impact fees for previously constructed structures in the amount of Fifteen Million one hundred ten thousand nine hundred eighteen and 80/100 U.S. Dollars (\$15,110,918.80) as described below. The OCDD will finance a first tranche of bonds whose net proceeds are estimated to be of One Hundred Fifty Million and No/100 U.S. Dollars (\$150,000,000.00). The OCDD will determine whether to finance additional tranches of bonds.

B. Bonds. OCDD agrees to issue a first tranche of bonds of approximately Two Hundred Seven Million and No/100 U.S. Dollars (\$207,000,000.00) in bonds (the "**OCDD Bonds**") to generate net proceeds of approximately \$150,000,000 and used to fund capital costs. The OCDD Bonds will be fully collateralized by special assessments imposed by the OCDD against the Property (the "**OCDD Special Assessments**").

C. Debt Service. The total annual debt service, based on the first tranche of proceeds on the OCDD Bonds is estimated to be approximately Fourteen Million and No/100 U.S. Dollars (\$14,000,000.00). OCDD proposes to fund the debt service with a combination of OCDD funds and County support as follows:

i. Debt service attributable to museums, meeting rooms and immersive live experiences will be funded from the proceeds of the OCDD Special Assessments.

ii. Debt service attributable to the Parking Decks will be funded by the net revenues from the Parking Decks and proceeds generated from a 1% surcharge on sales at the Project imposed by the Developer by sale or lease agreement (the "**Sales Surcharge**").

iii. Debt service attributable to other public infrastructure for the Project, including stormwater systems, roads, lighting, landscaping, hardscape, and utilities will be funded from proceeds of the Sales Surcharge.

4. **Project Development and Incentives.** The incentive payments paid by the County pursuant to this paragraph is referred to, individually and collectively, as “**Incentive Payments.**”

A. Joint Marketing Agreement. **The County and the Developer have agreed to enter into a joint marketing program as described in this subsection.**

i. Annual Marketing Plan.

(a) Developer shall be responsible for preparing a proposed budget and plan for joint marketing of the Project (the “**Annual Marketing Plan**”) for each Fiscal Year. The proposed Annual Marketing Plan shall set forth, in reasonable detail, the projected expenditures to be made for advertising and promotion of the Project for the ensuing Fiscal Year consistent with the guidelines set forth herein; provided however, that (1) the purpose of the Annual Marketing Plan shall be to describe the plan for advertising and promotion of the Project featuring the County as a tourist destination, specifically amounts that are eligible for reimbursement under Section 125.0104, Florida Statutes and this Agreement, and (2) the Annual Marketing Plan shall not be required to include all of the detailed marketing expenditures for the upcoming Fiscal Year. Developer shall provide a draft Annual Marketing Plan for the next Fiscal Year to the County prior to August 1. The County shall review the Annual Marketing Plan prior to September 30 and make only such changes as may be required to conform the Annual Marketing Plan to Section 125.0104, Florida Statutes and this Agreement. At the Developer's request, the County may adjust the Annual Marketing Plan during the Fiscal Year.

(b) The Annual Marketing Plan may include any and all forms of advertising and promotion, including, without limitation, all forms of media advertising (including television, radio, print, billboard, brochure, social media, and internet), direct mail, direct marketing, sponsorship marketing and related promotional activities, marketing through trade associations, including, without limitation, targeted marketing trips to association meetings, conventions and related events, on-site events, complementary trips to familiarize convention or trade show organizers with the development and the Project, other travel to promote the development and the Project and the County, and other advertising and promotional activities developed by the County or Experience Kissimmee as part of an overall advertising and marketing strategy to promote development and the Project and the County.

(c) Prior to August 1 of each year, Developer shall provide a draft Annual Marketing Plan for the next Fiscal Year to the County's chief executive officer or such person's designee (the “**County Manager**”). The County Manager shall review the Annual Marketing Plan prior to September 30 and make only such changes as may be required to conform the Annual Marketing Plan to the requirements set forth in this Agreement.

(d) The Annual Marketing Plan shall be implemented by the Developer in accordance with its terms.

ii. Tourist development tax funding for implementation of the Annual Marketing Plan will be earned and paid in overlapping three-year cycles. During the first fiscal year of the County (the "**Fiscal Year**") of each cycle (the "**Benefit Determination Year**"), "Eligible Tourist Development Taxes" (as defined below) are generated on the Property. During the second Fiscal Year of each cycle, the Developer will report Eligible Tourist Development Taxes to the County, the "Attributable Project Revenue" (as defined below) will be determined, and the "Payment Amount" (as defined below) will be paid to Developer. During each Benefit Determination Year hereunder there shall be not less than 200 hotel rooms open and operating with a four-star rating from a recognized source.

(a) Tourist development tax revenue generated on the Property from the two percent tax imposed by the County pursuant to Section 125.0104(3)(c), Florida Statutes (the "**First Two Pennies**"), the one percent tax imposed by the County pursuant to Section 125.0104(3)(d), Florida Statutes (the "**Third Penny**"), the one percent tax imposed by the County pursuant to Section 125.0104(3)(m), Florida Statutes (the "**Fourth Penny**"), the one percent tax imposed by the County pursuant to Section 125.0104(3)(l), Florida Statutes (the "**Fifth Penny**"), and the one percent tax imposed by the County pursuant to Section 125.0104(3)(n), Florida Statutes (the "**Sixth Penny**") during a Benefit Determination Year are referred to herein collectively as the "**Eligible Tourist Development Taxes**").

(b) During the second Fiscal Year of each cycle:

(1) The Developer shall provide to the County on or before December 1 of each year following the Benefit Determination Year, or such later date as may be reasonably requested by the Developer and authorized by the County Manager in writing, a certificate under oath listing all "dealers," as defined in Section 212.06, Florida Statutes, that have collected Eligible Tourist Development Taxes on the Property during the Benefit Determination Year. For each dealer, the certificate shall include the business name, the street address or physical location, the business owner's name, a certificate of registration number that is limited to physical locations on the Property, the Eligible Tourist Development Taxes collected for such certificate of registration number during the Benefit Determination Year, and such other information as the County may reasonably require. If (x) the Developer fails to provide the certificate required by this subclause, or (y) any dealer fails to waive the confidentiality requirements of Section 212.053, Florida Statutes, to the limited extent required for the County to obtain verification from the Osceola County Tax Collector, the State of Florida Department of Revenue or any other government officials or departments accepting remittance of the Eligible Tourist Development Taxes generated on the Property, no Eligible Tourist Development Taxes shall be attributed to the Property for such Benefit Determination Year from any dealers located on the Property for which all of the foregoing documentation and waiver has not been provided. Developer will maintain books and records documenting the information in the certificates required hereby and will require each dealer listed in a certificate hereof to maintain records of such information.

Upon prior written request, the County shall have the right at all reasonable times to inspect the records, accounts and data relating thereto.

(2) The County shall calculate the "Attributable Project Revenue" for the Benefit Determination Year as the Eligible Tourist Development Taxes evidenced in the documentation provided by the Developer, reduced by the amount of any fees associated therewith that are paid to or retained by any dealer, the Osceola County Tax Collector or the State of Florida Department of Revenue.

(3) The County shall calculate a "Payment Amount" for the Benefit Determination Year as follows: (x) if the Attributable Project Revenue is equal to or less than \$500,000, the Payment Amount will be equal to the Attributable Project Revenue, any amount by which the Attributable Project Revenue is less than \$500,000 being referred to herein as a "Revenue Shortfall Amount"; and (y) if the Attributable Project Revenue is greater than \$500,000, the Payment Amount will be \$500,000 unless there exists an unpaid Revenue Shortfall Amount, in which case the Payment Amount will be equal to the Attributable Project Revenue or \$500,000 plus the Revenue Shortfall Amount, whichever is less. The County shall provide its calculation to the Developer on or prior to January 1.

(c) During the third Fiscal Year of each cycle, Developer shall be entitled to submit a requisition for reimbursement of expenses incurred in connection with its implementation of the Annual Marketing Plan during the Benefit Determination Year upon filing with the County of certificates signed by an authorized representative of Developer, stating with respect to each disbursement: the item number of the payment; the name and address of the person to whom payment is due; the amount to be paid; the purpose for which payment is to be made, including a reference to the authorization set forth in the Annual Marketing Plan; and that each disbursement for which reimbursement is sought has been properly incurred and is eligible for reimbursement under this Agreement, represents a proper cost of implementing the Annual Marketing Plan, and has not been the basis of any previous reimbursement. Payments made by the County shall be in accordance with the provisions set forth by section 218.70, Florida Statutes, Florida's Prompt Payment Act. Developer will maintain books and records documenting the information in the requisitions. Upon prior written request, the County shall have the right at all reasonable times to inspect the records, accounts and data relating thereto.

(d) Notwithstanding any other provision to the contrary, the Developer's entitlement to reimbursement for implementation of the joint marketing program under this Agreement shall not exceed a total of \$10,000,000.00 over a twenty-year period.

(e) Developer acknowledges that the County has entered into other joint marketing agreement(s) to be funded from Eligible Tourist Development Taxes generated by other projects and may enter into one or more additional joint marketing agreements. It is expressly understood and agreed that all Eligible Tourist Development Taxes payable generated on the premises of such other projects or otherwise payable to a third party under another joint marketing agreement will be attributed solely to such projects.

iii. County's Audit Rights.

(a) The County reserves the right to audit the amount of Eligible Tourist Development Taxes certified by the Developer directly or through the Department of Revenue. Any audit conducted by the County shall be initiated within three years of the date on which the documentation is delivered to the County; provided however, that the foregoing limitation shall not apply in the case of fraud on the part of the Developer.

(1) If any dealer listed in a certificate related to Eligible Tourist Development Taxes provided fails to provide any documentation reasonably requested by the County in connection with an audit, the County may reduce the amount of Attributable Project Revenue in the present or any future year by the amount of Eligible Tourist Development Taxes reported for such dealer.

(2) If any of the documentation overstates the amount of Eligible Tourist Development Taxes generated by the Property, the County may reduce the amount of Attributable Project Revenue in the present or any future year by the amount of such overstatement.

(b) The County further reserves the right to audit the expenditure of funds reimbursed to the Developer for joint marketing for compliance with the restrictions set forth in Section 125.0104, Florida Statutes, and this Agreement. Any audit conducted by the County shall be initiated within three years of the date on which the documentation of such expenditures is delivered to the County; provided however, that the foregoing limitation shall not apply in the case of fraud on the part of the Developer.

(1) If any of the expenditures violate the terms Section 125.0104, Florida Statutes or this Agreement and the County determines in its reasonable judgment that the expenditures were made in good faith and in compliance with the Annual Marketing Plan, the Developer shall refund the amount of such expenditures to the County and the Annual Marketing Plan for the current or next ensuing Fiscal Year shall be amended to provide for an equal amount of expenditures that comply with the terms of Section 125.0104.

(2) If any of the expenditures violate the terms Section 125.0104 Florida Statutes or this Agreement and the County determines in its reasonable judgment that the expenditures were not made in good faith or in compliance with the Annual Marketing Plan, the Developer shall refund the amount of such expenditures to the County and the Annual Marketing Plan for the current or next ensuing Fiscal Year shall be amended to reduce the budget by an amount equal to three times the amount of such expenditures.

B. Mobility Fees. The mobility fees calculated for Property will be reduced, but not below zero, by an amount equal to the mobility fee that was or would have been imposed upon issuance of a building permit for the Property at current mobility fee rates, such amount being stipulated as Fourteen Million Three Hundred Ninety-One Thousand Nine Hundred Seventy and 70/100 U.S. Dollars (\$14,391,970.70).

C. Fire Rescue Impact Fees. The fire rescue impact fees calculated for Property will be reduced, but not below zero, by an amount equal to the fire rescue impact fee that

was or would have been imposed upon issuance of a building permit for the Property at current fire rescue impact fee rates, such amount being stipulated as Seven Hundred Eighteen Thousand Nine Hundred Forty-Eight and 10/100 U.S. Dollars (\$718,948.10).

D. Demolition of Existing Improvements.

i. The parties acknowledge and agree that the existing buildings located on the Property have been abandoned for approximately ten years and constitute a menace to public health, a fire hazard, and are unsafe so as to endanger life or property, as described in Section 5-2(a) of the Osceola County Code.

ii. The Developer agrees to demolish the existing buildings. Demolition shall be performed in accordance with the specified tasks set forth in **Exhibit "C"** attached hereto and incorporated herein by this reference (the "**Demolition Work**"). Prior to commencing the Demolition Work, the Developer shall obtain the required demolition permit from the County and an NPDES NOI permit from the Florida Department of Environmental Regulation. Any fill generated by the demolition may be kept on the property and utilized by the Developer. Any exposed soil resulting from the demolition shall be stabilized with sod or seed and mulch within thirty (30) days following completion of demolition for each individual building.

iii. The County shall pay the Developer's demolition contractor an amount not to exceed Six Million Five Hundred Thousand and No/100 U.S. Dollars (\$6,500,000.00) toward the cost of the Demolition Work (the "**Demolition Cost**"). Any Demolition Cost in excess of such amount shall be paid by the Developer from its own funds. The Developer's demolition contractor shall receive payment directly from the County upon the County's receipt of a certification of the actual Demolition Cost prepared by the Developer's engineer indicating the percentage of Demolition Work completed through the date of certification. The certification shall be accompanied by invoices for the actual expenditures, lien releases and any other documentation substantiating the actual expenditures and Demolition Work performed that the County may reasonably require. The Developer may file certificates for reimbursement not more frequently than every sixty (60) days. Payments made by the County pursuant to this Section shall be in accordance with the provisions set forth by section 218.70, Florida Statutes, Florida's Prompt Payment Act. No payments made by the County pursuant to this subparagraph shall be deemed to signify or imply acceptance of the materials or workmanship covered by such payments, and none of them shall operate as an admission on the part of the County as to the propriety or accuracy of any of the amounts entered in the requisition.

E. Noise Variance. The County has acknowledged that a noise variance shall be sought by the Developer. County staff will review and provide comments on submitted materials within fifteen (15) calendar days. Once the application and supporting documentation are complete, County staff prepare the staff report and assist the Developer with placing the Noise Variance application on the first reasonably available Board of Adjustment meeting following statutory noticing requirements.

F. Eminent Domain. The County authorizes OCDD to use its eminent domain powers to take land associated with any off-site traffic circle, access to U/S. Highway 192 and any other necessary public access points.

G. Code Enforcement Liens. The County agrees that the accrual of interest and other charges relating to code enforcement liens on the Property were suspended as of the date of the MOU and totaled \$1,361,500.00 as of that date. Pursuant to Chapter 9 – Code Enforcement Lien Reduction Code of the Osceola County Administrative Code, the Board of County Commissioners hereby reduces the amount of the code enforcement liens on the Property to the amount of \$110,895.67 and releases the code enforcement liens if such amount is escrowed by the Developer with Nelson Mullins Riley & Scarborough, LLP for payment to the County simultaneously with the Developer's acquisition of the Property in fee simple or pursuant to a ground lease with a term of not less than fifty years.

H. Covenant to Budget.

i. During the term of this Agreement, the County covenants that it will appropriate in its annual budget, by amendment if required:

(a) from First Two Pennies, the Third Penny and the Fourth Penny of tourist development taxes, amounts sufficient to satisfy its obligations under the foregoing subparagraph A.;

(b) from the Available Non-Ad Valorem Revenues (as defined below), amounts sufficient to satisfy its obligations under the foregoing subparagraph D.

ii. If the amount previously budgeted for such purpose is at any time insufficient to pay such amounts, the County covenants to take immediate action to amend its budget so as to budget and appropriate amounts from the revenue sources subject to this covenant to budget and appropriate sufficient to pay such amounts. Such covenant to budget and appropriate shall be cumulative to the extent not paid and shall continue until such amounts from the foregoing revenue sources are sufficient to make all required payments have been budgeted, appropriated, and used to pay such amounts.

iii. Notwithstanding the foregoing, the County does not covenant to maintain any services or programs now provided or maintained by the County which generate Non-Ad Valorem Revenues.

iv. Such covenant to budget and appropriate does not create any lien upon or pledge of the revenue sources subject to this covenant to budget and appropriate nor do they preclude the County from pledging the revenue sources subject to this covenant to budget and appropriate, nor do they require the County to levy and collect any particular Non-Ad Valorem Revenues, nor do they establish a prior claim on the revenue sources subject to this covenant to budget and appropriate as opposed to claims of general creditors of the County. Such covenant to budget and appropriate is subject in all respects to the payment of obligations secured by a pledge of the revenue sources subject to this covenant to budget and appropriate heretofore or hereafter entered into (including the debt service on bonds and other obligations). However, the covenant to

budget and appropriate in its general annual budget or amendments thereto for the purposes and in the manner stated herein shall have the effect of making available for satisfaction of the Incentive Payments the revenue sources subject to this covenant to budget and appropriate, and of placing on the County a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet the Incentive Payments from the designated sources; subject, however, in all respects to the restrictions of Section 129.07, Florida Statutes, and, to the extent and only to the extent necessary to avoid a violation of Article VII, Section 12 of the Florida Constitution, subject, further, to the payment of services and programs which are for Essential Government Services (as defined below) or which are legally mandated by applicable law.

v. For purposes of this subparagraph:

"Available Non-Ad Valorem Revenues" means all Non-Ad Valorem Revenues other than (A) any revenues which are restricted by a contract in existence on the date hereof from being used to satisfy the County's obligations under subparagraph D.; (B) any revenues which are prohibited by a general or special law of the State of Florida in existence on the date hereof from being used to satisfy the County's obligations under subparagraph D.; and (C) any source of Non-Ad Valorem Revenue which is created after the date hereof and which is prohibited by a general or special law of the State of Florida from being used to satisfy the County's obligations under subparagraph D.

"Essential Government Services" means public safety and general governmental services provided by the County, the expenditures for which are currently set forth as the line items entitled "General government" and "Public safety" in the County's most recent Comprehensive Annual Financial Report, and any equivalent line items in any future financial statements of the County.

"Non-Ad Valorem Revenues" means all revenues of the County not derived from ad valorem taxation.

5. **Representations and Warranties of Developer.** Developer, in addition to any other representations and warranties set forth herein, does hereby give and make the following representations and warranties, as of the date hereof, each of which is material and is being relied upon by the County. All of such representations and warranties are made to the best of Developer's knowledge and belief.

A. The Developer has the full right, power and authority to enter into this Agreement and to consummate the transactions contemplated herein and to perform all covenants and agreements of Developer hereunder.

B. Based upon Developer's knowledge and belief, the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by Developer of any provision of any agreement or other instrument to which Developer is a party nor shall it result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Developer.

C. Developer further represents and warrants that no one was paid a fee, commission, gift or other consideration by Developer as an inducement to entering into this Agreement.

Each and every one of the foregoing representations and warranties shall be true and correct as of the Effective Date of the Agreement.

6. Representations and Warranties of County. The County in addition to any other representations and warranties set forth herein, does hereby give and make the following representations and warranties, as of the date hereof, each of which is material and is being relied upon by Developer. All of such representations and warranties are made to the best of the County's knowledge and belief.

A. The County has the full right, power, and authority to enter into this Agreement and to consummate the transactions contemplated herein and to perform all covenants and agreements of the County hereunder.

B. This Agreement has been validly approved by the Board of County Commissioners, has been duly executed and delivered by the County and the enforceability hereof is not subject to impairment on the basis of any public policy or police power.

C. The County acknowledges and agrees that the obligations of Developer cannot be accomplished or completed without the involvement, joint participation and cooperation of certain other governmental entities that are not parties to this Agreement. Upon request by Developer and without any out-of-pocket expense to the County, the County will make reasonable efforts to assist Developer in acquiring all necessary, local, state, and federal permits, licenses, easements and other approvals to construct the improvements contemplated by this Agreement.

7. Public Records. IF THE OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Custodian of Public Records
c/o Public Records Coordinator
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741

(407) 742-2395
PublicRecords@osceola.org

The Developer understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If the Developer will act on behalf of the County, as provided under section 119.011(2), Florida Statutes, the Developer, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

A. Keep and maintain public records required by the County to perform the service.

B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Developer does not transfer the records to the County.

D. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Developer or keep and maintain public records required by the County to perform the service. If the Developer transfers all public records to the County upon completion of the Agreement, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the Agreement, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

E. If the Developer does not comply with a public records request, the County shall enforce the contract provisions in accordance with the Agreement.

8. **Audit.** In addition to the County's audit rights under paragraph 4.D.iii. hereof, the Developer shall keep and maintain books, records and accounts of all activities related to this Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Developer for a period of three years after termination or completion of the Agreement or until the full County audit is complete, whichever comes first. The County shall retain the right to audit the books during the three-year retention period. All books, records and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The County also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the Developer has the ability to fulfill their contractual obligations to the

satisfaction of the County. The County has the right to terminate this Agreement based upon its finding in this audit.

9. **Litigation and Attorneys' Fees.** Each party shall bear its own costs, expenses, and attorneys' fees in connection with the negotiation, preparation, interpretation and delivery of this Agreement and the transactions contemplated herein. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising out of this Agreement, each party shall be responsible for its own attorneys' fees and costs, whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy or administrative proceeding, or at trial or on appeal and including costs of collection.

10. **Time of Essence.** Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party hereto. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by either party shall not be deemed to be a waiver of the future performance or satisfaction thereof or of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Any party claiming non-performance of any provision of this Agreement shall provide written notice to the other party with the opportunity to remedy such non-performance within ten (10) days of receipt of the written notice.

11. **Execution and Counterparts.** To facilitate execution of this Agreement, the parties hereto agree that this Agreement may be executed and telecopied to the other parties and that the executed telecopy shall be binding and enforceable as an original; the parties agree to fully execute two originals of this Agreement. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

12. **Captions and Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or content of this Agreement nor the intent of any provision hereof.

13. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

To Developer:

Meyers Group Partners Acquisitions, LLC
2999 NE 191st Street, Suite 510
Aventura, Florida 33180

With a copy to: Nelson Mullins Riley & Scarborough, LLP
Attn: Jo O. Thacker, Esq.
390 N. Orange Ave., Suite 1400
Orlando, Florida 32801

To County: Osceola County
Attn: Don Fisher, County Manager
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741

With a copy to: Osceola County Attorney's Office
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741

To OCDD: William A. Shewalter
2999 NE 191st Street, Suite 510
Aventura, FL 33180
bill.shewalter@meyersgroup.net

With a copy to: Alan Losada
2999 NE 191st Street, Suite 510
Aventura, FL 33180
Alan.losada@meyersgroup.net

Dr. Hank Fishkind,
Fishkind Consulting
3504 Lake Lynda Drive, Suite 107
Orlando, Florida 32817
hankf@fishkindls.com

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

14. **Approvals.** Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly conducted and concluded. Moreover, each party agrees that it will act reasonably in exercising its review and approval functions hereunder and no approval shall be unreasonably delayed or withheld.

15. **Governing Law and Binding Effect.** The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The terms and provisions of this Agreement shall bind, and the benefits and advantages hereof shall inure to and be enforceable by, the parties hereto as well as their respective successors and permitted assigns. Whenever used herein, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. Any causes of actions arising hereunder shall be tried in the Osceola County Circuit Court.

16. **Integrated Agreement, Waiver, Modification.** This Agreement (together with the documents specifically referred to herein) represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this Agreement and supersedes any and all prior or contemporaneous agreements, whether written or oral. This Agreement may not be modified or amended, nor may any provision contained herein be waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties hereto and to the detriment of the others, then the same must be in writing signed by all parties to whose detriment the modification, amendment or waiver inures.

17. **Severability.** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

18. **Further Assurances.** Each party hereto shall each take all such additional actions and execute and deliver all such additional documents and instruments as may be required in order to fully effectuate all actions contemplated by this Agreement.

19. **Assignability.** The parties hereto acknowledge and agree that the Developer shall have the right to assign its rights and obligations under this Agreement to any affiliates or entities where Developer retains an ownership of at least 50%, or any other successors or assigns as individual parcels smaller than 6 acres or in total not greater than 15 acres and to facilitate a tenant of hotel development parcel. Any lesser percentage of ownership by Developer entity would require consent from the County, which shall not be unreasonably withheld with the criteria being a.) "financial capability", b.) "reputation", c.) "experience" including the experience of County with assign, d.) "development capability" which is specific to the approved site plan. Each such assignee shall execute an assignment and assumption agreement in form and substance reasonably acceptable to the County pursuant to which such assignee assumes and agrees to be bound by all of the obligations of the Developer as to the Property subject to such assignment and the Developer hereunder shall thereupon be released and discharged from any and obligations arising under this Agreement as to the Property subject to such assignment. Notwithstanding the above, the Developer is permitted to assign the rights and obligations of this Agreement once the Project is substantially complete.

20. **Collateral Assignment.** The Developer has the right to assign this Agreement as collateral for any financing of the Property or improvements to the Property. In the event of a default by the Developer under a loan agreement, and the lender takes title to the Property by foreclosure or by deed in lieu of foreclosure, the assumption of the rights and obligations of the Developer under this Agreement will require consent from the County, which consent shall not be unreasonably withheld with the criteria being a.) "financial capability", b.) "reputation", c.) "experience" including the experience of County with assign, d.) "development capability" which is specific to the approved site plan and execution of an assignment and assumption agreement in

form and substance reasonably acceptable to the County pursuant to which such assignee assumes and agrees to be bound by all of the obligations of the Developer as to the Property the lender has taken title to by foreclosure or by deed in lieu of foreclosure.

21. **Successors and Assigns Bound.** The rights and obligations contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, including any successor in title to the Developer to all or any part of the Property.

22. **Relationship.** This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between the County and Developer. Developer has no authority to act on behalf of, or otherwise obligate or bind, the County in any manner. Each party hereby acknowledges that it is sophisticated and prudent in business transactions and is acting for its own account. Each party has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party hereby acknowledges that it is proceeding at its own risk and that the other party is not acting as a fiduciary for or an adviser to it with respect to this Agreement or any responsibility or obligation contemplated herein.

23. **Personal Liability.** No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the County in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the County hereunder.

24. **Effect of Administrative Procedures.** Notwithstanding the adoption of any administrative procedures by the County after the Effective Date of this Agreement, such procedures which are inconsistent with the provisions of this Agreement shall not be deemed to affect relevant portions of this Agreement, and this Agreement shall control as to such matters.

25. **Employment Eligibility Verification (E-Verify).** Pursuant to Florida Statutes, Section 448.095, the Developer's contractors shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Developer's contractors shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the Developer's contractors stating that the subs does not employ, contract with or subcontract with any ineligible individuals and the Developer's contractors must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement without regard to any notice otherwise required herein. In the event the County incurs costs as a result of the Developer's contractors' breach of this provision, any and all such costs shall be paid by the Developer immediately upon receipt of notice of the same from the County. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security

website: <http://www.dhs.gov/E-Verify>. The Developer shall require its contractors to comply with the provisions of this Section.

26. **Interlocal Agreement Provisions.** To the extent any provision of this Agreement constitutes a joint exercise of power, privilege or authority by and between the County and OCCD, such provision shall be deemed to be an "interlocal agreement" within the meaning of the Florida Interlocal Cooperation Act of 1969. This Agreement shall be recorded with the Clerk of the Circuit Court of Osceola County.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Board of County Commissioners of Osceola, Florida, has executed this Agreement on the date set forth below.

DATED this 3rd day of March 2025

ATTEST:
OSCEOLA COUNTY CLERK
OF THE BOARD

“COUNTY”:

OSCEOLA COUNTY, FLORIDA

By: Frances Y. Mason
Deputy Clerk

By: Vivian J. J. J. J.
Chair/Vice Chair
Board of County Commissioners

As authorized for execution at the Board of
County Commissioners meeting of:

March 03, 2025



IN WITNESS WHEREOF, the Developer has executed this Agreement on the date set forth below.

DATED this 26 day of February 2025

Signed, sealed and delivered
in presence of:

Witness #1

Javier Soza
Printed Name

Address: 2999 NE 191st St
Suite 510, Aventura, FL 33180

Witness #2

Tyrell Francis
Printed Name

Address: 2999 NE 191st St.
Suite 510, Aventura, FL 33180

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was Sworn to and Subscribed (or Affirmed) before me by means of (☒) physical presence or (☐) online notarization on this 26 day of February, 2025, by ALAN LOSADA, as Authorized Representative of MEYERS GROUP MANAGER, LLC, a Florida limited liability company, as Manager of MEYERS GROUP PARTNERS ACQUISITIONS, LLC, a Florida limited liability company, on behalf of the Company, who is (☒) personally known to me or (☐) who produced _____ as identification.

(Notary Public Seal)



Tyrell Xavier Francis
Comm.: HH 513851
Expires: Apr. 10, 2028
Notary Public - State of Florida

“DEVELOPER”

MEYERS GROUP PARTNERS
ACQUISITIONS, LLC, a Florida limited
liability company

By: MEYERS GROUP MANAGER, LLC, a
Florida limited liability company, Manager

By: Alan Losada
Alan Losada, Authorized Representative

Dated: 2/26/25

Tyrell Xavier Francis
NOTARY PUBLIC

IN WITNESS WHEREOF, the Board of Supervisors of the Ovation Community Development District has executed this Agreement on the date set forth below.

DATED this 17 day of April 2025.

ATTEST:

By: 
Secretary, Board of Supervisors

“OCDD”:

OVATION COMMUNITY
DEVELOPMENT DISTRICT

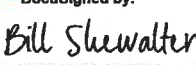
DocuSigned by:
By: 
975F29B782A94DB...
Chair, Board of Supervisors

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL "A", MOTEL AREA:

Commencing at the Southwest corner of the Southeast quarter of the Southeast quarter of Section 5, Township 25 South, Range 28 East, Osceola County, Florida; thence North 00° 26' 32" East along the West boundary of said quarter - quarter a distance of 68.01 feet; thence South 89° 35' 13" West a distance of 2917.81 feet to the POINT OF BEGINNING; thence South 89° 35' 13" West a distance of 100.00 feet; thence North 86° 24' 19" West a distance of 945.34 feet; thence North 01° 02' 23" East a distance of 760.44 feet; thence clockwise along an arc having a radius of 1819.86 feet, an arc length of 323.83 feet, a chord length of 323.40 feet and a chord bearing of North 18° 11' 52" East; thence along an arc having a radius of 3731.34 feet, an arc length of 1074.55 feet, a chord length of 1070.84 feet and a chord bearing of North 31° 32' 43" East; thence North 50° 12' 17" West a distance of 20.00 feet; thence North 39° 47' 43" East a distance of 947.91 feet; thence South 56° 15' 05" East a distance of 523.61 feet; thence South 33° 44' 55" West a distance of 781.54 feet; thence North 56° 15' 05" West a distance of 219.18 feet; thence South 33° 44' 55" West a distance of 400.00 feet; thence South 56° 15' 05" East a distance of 219.18 feet; thence South 33° 44' 55" West a distance of 359.60 feet; thence counterclockwise along an arc having a radius of 242.00 feet, an arc length of 273.55 feet, a chord length of 259.22 feet and a chord bearing of South 01° 21' 57" West; thence South 31° 01' 02" East a distance of 724.30 feet; thence counterclockwise along an arc having a radius of 242.00 feet, an arc length of 33.07

*PURSUANT TO THE ORDER APPROVING DEBTEK'S AMENDED DISCLOSURE STATEMENT AND
CONFIRMING DEBTEK'S AMENDED PLAN OF REORGANIZATION AS MODIFIED UNDER BANKRUPTCY
CASE #: 02-04365-6J1, THIS TRANSFER IS EXEMPT FROM DOCUMENTARY STAMPS
PURSUANT TO 11 USC SECTION 1146 (C).*

feet, a chord length of 33.04 feet and a chord bearing of South 34° 55' 56" East; thence South 31° 53' 05" West a distance of 354.40 feet to the Point of Beginning.

PARCEL B, REMOTE CHECK-IN FACILITY:

Commencing at the Southwest corner of the Southeast quarter of the Southeast quarter of Section 5, Township 25 South, Range 28 East, Osceola County, Florida; thence North 00° 26' 32" East along the West boundary of said quarter - quarter a distance of 68.01 feet; thence South 89° 35' 13" West a distance of 1908.95 feet; thence North 00° 24' 47" West a distance of 292.00 feet; thence South 89° 35' 13" West a distance of 156.55 feet to the POINT OF BEGINNING; thence continuing South 89° 35' 13" West a distance of 473.38 feet; thence clockwise along an arc having a radius of 158.00 feet, an arc length of 163.79 feet, a chord length of 156.55 feet and a chord bearing of North 60° 42' 55" West; thence North 31° 01' 02" West a distance of 2.83 feet; thence North 89° 35' 13" East a distance of 199.78 feet; thence North 58° 58' 58" East a distance of 313.05 feet; thence South 31° 01' 02" East a distance of 278.11 feet to the POINT OF BEGINNING.

PARCEL "C", COMMERCIAL SITE (West Parcel):

Commencing at the Southwest corner of the Southeast quarter of the Southeast quarter of Section 5, Township 25 South, Range 28 East, Osceola County, Florida; thence North 00° 26' 32" East along the West boundary of said quarter - quarter a distance of 68.01 feet; thence South 89° 35' 13" West a distance of 794.95 feet; thence North 00° 24' 47" West a distance of 80.00 feet to the POINT OF BEGINNING; thence clockwise along an arc having a radius of 30.00 feet, an arc length of 47.12 feet a chord length of 42.43 feet and a chord bearing of South 44° 35' 13" West; thence South 89° 35' 13" West a distance of 942.00 feet; thence clockwise along an arc having a radius of 30.00 feet, an arc length of 47.12 feet, a chord length of 42.43 feet and a chord bearing of North 45° 24' 47" West; thence North 00° 24' 47" West a distance of 98.00 feet; thence clockwise along an arc having a radius of 30.00 feet, an arc length of 47.12 feet, a chord length of 42.43 feet and a chord bearing of North 44° 35' 13" East; thence North 89° 35' 13" East a distance of 942.00 feet; thence clockwise along an arc having a radius of 30.00 feet, an arc length of 47.12 feet, a chord length of 42.43 feet and a chord bearing of South 45° 24' 47" East; thence South 00° 24' 47" East a distance of 98.00 feet to the POINT OF BEGINNING.

PARCEL "D", COMMERCIAL SITE (East Parcel):

Commencing at the Southwest corner of the Southeast quarter of the Southeast quarter of Section 5, Township 25 South, Range 28 East, Osceola County, Florida; thence North 00° 26' 32" East along the West boundary of said quarter - quarter a distance of 68.01 feet; thence South 89° 35' 13" West a distance of 1908.95 feet; thence North 00° 24' 47" West a distance of 80.00 feet to the POINT OF BEGINNING; thence clockwise along an arc having a radius of 30.00 feet, an arc length of 47.12 feet, a chord length of 42.43 feet and a chord bearing of South 44° 35' 13" West; thence South 89° 35' 13" West a distance of 921.23 feet; thence North 31° 53' 05" East a distance of 274.81 feet; thence counter-clockwise along an arc having a radius of 242.00 feet, an arc length of 194.84 feet, a chord length of 189.62 feet and a chord bearing of South 67° 20' 52" East; thence North 89° 35' 13" East a distance of 599.93 feet; thence clockwise along an arc having a radius of 30.00 feet, an arc length of 47.12 feet, a chord length of 42.43 feet and a chord bearing South 45° 24' 47" East; thence South 00° 24' 47" East a distance of 98.00 feet to the POINT OF BEGINNING.

PARCEL "E", EASEMENT AREA:

Commencing at the Southwest corner of the Southeast quarter of the Southeast quarter of Section 5, Township 25 South, Range 28 East, Osceola County, Florida; thence North 00° 26' 32" East along the West boundary of said quarter - quarter a distance of 68.01 feet; thence South 89° 35' 13" West a distance of 710.95 feet to the POINT OF BEGINNING; thence North 00° 24' 47" West a distance of 292.00 feet; thence South 89° 35' 13" West a distance of 1827.93 feet; thence clockwise along an arc having a radius of 158.00 feet, an arc length of 163.79 feet, a chord length of 156.55 feet and a chord bearing of North 60° 42' 55" West; thence North 31° 01' 02" West a distance of 724.30 feet; thence along an arc having a radius of 158.00 feet, an arc length of 178.60 feet, a chord length of 169.24 feet and a chord bearing of North 01° 21' 57" East; thence North 33° 44' 55" East a distance of 1541.13 feet; thence North 56° 15' 05" West a distance of 84.00 feet; thence South 33° 44' 55" West a distance of 781.54 feet; thence North 56° 15' 05" West a distance of 219.18 feet; thence South 33° 44' 55" West a distance of

400.00 feet; thence South 56° 15' 05" East a distance of 219.18 feet; thence South 33° 44' 55" West a distance of 359.60 feet; thence counterclockwise along an arc having a radius of 242.00 feet, an arc length of 273.55 feet, a chord length of 259.22 feet and a chord bearing of South 01° 21' 57" West; thence South 31° 01' 02" East a distance of 724.30 feet; thence counter-clockwise along an arc having a radius of 242.00 feet, an arc length of 33.07 feet, a chord length of 33.04 feet and a chord bearing of South 34° 55' 56" East; thence South 31° 53' 05" West a distance of 354.40 feet; thence North 89° 35' 13" East a distance of 26.03 feet; thence North 31° 53' 05" East a distance of 333.96 feet; thence counterclockwise along an arc having a radius of 242.00 feet, an arc length of 194.84 feet, a chord length of 189.62 feet and a chord bearing of South 67° 20' 52" East; thence North 89° 35' 13" East a distance of 599.93 feet; thence clockwise along an arc having a radius of 30.00 feet, an arc length of 47.12 feet, a chord length of 42.43 feet and a chord bearing of South 45° 24' 47" East; thence South 00° 24' 47" East a distance of 178.00 feet; thence North 89° 35' 13" East a distance of 112 feet; thence North 00° 24' 47" West a distance of 178.00 feet; thence clockwise along an arc having a radius of 30.00 feet, an arc length of 47.12 feet, a chord length of 42.43 feet and a chord bearing of North 44° 35' 13" East; thence North 89° 35' 13" East a distance of 942.00 feet; thence clockwise along an arc having a radius of 30.00 feet, an arc length of 47.12 feet, a chord length of 42.43 feet and a chord bearing of South 45° 24' 47" East; thence South 00° 24' 47" East a distance of 178.00 feet; thence North 89° 35' 13" East a distance of 84.00 feet to the POINT OF BEGINNING.

PARCEL "F" (Tract 4-A):

A tract of land lying in Section 5, Township 25 South, Range 28 East, Osceola County, Florida and being more particularly described as follows: Commence at the Southwest corner of the Southeast quarter of the Southeast quarter of Section 5, Township 25 South, Range 28 East, Osceola County, Florida, aforementioned; thence North 0° 26' 32" East a distance of 68.01 feet to a point on the Northerly right-of-way line of U.S. Highway No. 192; thence South 89° 35' 13" West along said North right-of-way line of U.S. Highway No. 192 a distance of 1908.95 feet to the West line of a street included in Tract 3; thence North 0° 24' 47" West along the West line of said street and an extension thereof a distance of 292.00 feet to a point on the North line of a street also included in Tract 3; thence South 89° 35' 13" West along the North line of said street a distance of 156.55 feet to a point; said point being the most Easterly corner of Tract 2; thence North 31° 01' 02" West along the Northeasterly line of said Tract 2 a distance of 278.11 feet to the most Northerly corner of said Tract 2 for the POINT OF BEGINNING; thence South 58° 58' 58" West along the Northwesterly boundary of said Tract 2 a distance of 313.05 feet to a point; thence South 89° 35' 13" West continuing along the Northerly boundary of said Tract 2 a distance of 199.78 feet to a point on the Northeasterly line of a street being also a part of Tract 3; thence North 31° 01' 02" West along said street line a distance of 634.84 feet to a point; thence North 58° 58' 58" East, perpendicular to said street line a distance of 485.00 feet to a point; thence South 31° 01' 02" East a distance of 736.55 feet to the POINT OF BEGINNING.

TOGETHER with all of the Grantor's interest in and to all tenements, hereditaments, easements and appurtenances, including riparian rights, if any, belonging or in anywise appertaining to the Property.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor does hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey this land; that the Grantor hereby specially warrants that title to the land is free from all encumbrances made by Grantor, and Grantor will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other; and that the Property is free and clear of all encumbrances except for ad valorem taxes for 2004 and subsequent years, and easements, restrictions, conditions and other matters of record; provided, however that reference herein shall not act to reimpose the same.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, by its proper officer thereunto duly authorized as of the day and year first above written.

EXHIBIT “B”

DEMOLITION WORK

DESCRIPTION OF DEMOLITION WORK

Task	Description
1	All necessary permits required by local, state, federal
2	FDEP NOI
3	Safe off and disconnect all active utilities of any kind servicing the former resort
4	Provide all erosion control measures associated with demo/abatement scope and remove at completion where safe to do so
5	Provide secured construction entrance site perimeter fencing to safe off area for full duration of Demo and Abatement scope
6	Abate, Demo and legally dispose of all guest buildings along with base associated materials
7	Abate, Demo and legally dispose of all commercial buildings, check-in facilities, meeting facilities, conference facilities, auditorium, laundry facilities, covered shelters, patios, amenity buildings along with base associated materials
8	Abate, Demo and legally dispose of central energy plant
9	Abate, Demo and legally dispose of pools, spas, playgrounds, sports courts along with base associated materials
10	Removal and Legal Disposal of all Light Poles and bases and all area accent light fixtures and bases
11	Removal and Legal Disposal of all asphalt surfaces, drives, parking and associated base materials
12	Removal and Legal Disposal of all sidewalks, concrete pads, concrete service areas, concrete patios, concrete aprons
13	Removal and Legal Disposal of all work associated with water and/or sewer treatments servicing the former resort
14	Provide all temporary power and water for operations, along with paying for any utility fees associated with consumption of such

Task	Description
15	Site should be left rough graded flat and free of all debris and should be stabilized with sod or seed and mulch if soil is left unstabilized for a period of more than thirty (30) days
16	All utilities, conduits, manholes, control structures, valve stations and sleeves larger than 3 inches should be removed below grade and legally disposed of
17	Per the environmental and contaminants report provided, abatement of all materials listed in strict accordance with recommendations for the following materials:
a	Popcorn Ceilings – for buildings listed in report
b	Mirror Mastic – for buildings listed in report
c	Exterior Stucco and Skim Coat Systems – for buildings listed in report
d	Flooring Material – for buildings listed in report
e	Caulking – for buildings listed in report
f	Sink Mastic – for buildings listed in report
g	Beige Floor Tile (VFT) – for buildings listed in report
h	White Floor Tile (VFT) – for buildings listed in report
i	Sink Undercoat – for buildings listed in report
j	Roofing Material – for buildings listed in report
k	Pipe Mastic – for buildings listed in report
l	HVAC Duct Mastic – for buildings listed in report
m	Mastic on Elbow/Joints – for buildings listed in report
n	Mastic for Wood Flooring – for buildings listed in report
o	Coatings at Swimming Pools
p	Coatings at Pool Pump House



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
MEYERS GROUP MANAGER, LLC

Filing Information

Document Number	L15000173595
FEI/EIN Number	32-0477710
Date Filed	10/12/2015
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	12/04/2024
Event Effective Date	NONE

Principal Address

2999 NE 191st Street
Suite 510
Aventura, FL 33180

Changed: 05/19/2020

Mailing Address

2999 NE 191st Street
Suite 510
Aventura, FL 33180

Changed: 05/19/2020

Registered Agent Name & Address

LOSADA, ASTOLFO
2999 NE 191st Street
Suite 510
Aventura, FL 33180

Name Changed: 12/04/2024

Address Changed: 05/19/2020

Authorized Person(s) Detail

Name & Address

Title MGR

Stuart I. Meyers Family Partnership, Ltd.
 2999 NE 191st Street
 Suite 510
 Aventura, FL 33180

Title Authorized Representative

Losada, Astolfo "Alan"
 2999 NE 191st Street
 Suite 510
 Aventura, FL 33180

Annual Reports

Report Year	Filed Date
2023	03/15/2023
2024	04/29/2024
2025	02/26/2025

Document Images

02/26/2025 -- ANNUAL REPORT	View image in PDF format
12/04/2024 -- CORLCRACHG	View image in PDF format
04/29/2024 -- ANNUAL REPORT	View image in PDF format
03/15/2023 -- ANNUAL REPORT	View image in PDF format
04/14/2022 -- ANNUAL REPORT	View image in PDF format
04/27/2021 -- ANNUAL REPORT	View image in PDF format
05/19/2020 -- ANNUAL REPORT	View image in PDF format
02/18/2019 -- ANNUAL REPORT	View image in PDF format
03/06/2018 -- ANNUAL REPORT	View image in PDF format
05/01/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
03/09/2017 -- ANNUAL REPORT	View image in PDF format
04/19/2016 -- ANNUAL REPORT	View image in PDF format
10/12/2015 -- Florida Limited Liability	View image in PDF format



Ovation Community Development District

**Consideration of Payment Authorization
Nos. 002 – 007**

**OVATION
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 2

3/14/2025

Item No.	Vendor	Invoice Number	General Fund FY 2025
1	FloridaCommerce (paid online) Special District Fee FY 2025	91781	\$ 150.00
2	Kutak Rock LLP General Counsel Through 01/31/25	3526632	\$ 212.50
3	PFM Group Consulting LLC District Management Fee: February 2025 District Management Fee: March 2025	DM-02-2025-45 DM-03-2025-45	\$ 3,750.00 \$ 3,750.00
TOTAL			\$ 7,862.50

Vivian Carvalho

District Manager / ADM

Board Member

FloridaCommerce, Special District Accountability Program
Fiscal Year 2024 - 2025 Special District State Fee Invoice and Profile Update

Required by sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Date Invoiced: 02/25/2025				Invoice No: 91781
Annual Fee: \$150.00	1st Late Fee: \$0.00	2nd Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 04/28/2025: \$150.00

STEP 1: Review the following profile and make any needed changes.

1. Special District's Name, Registered Agent's Name and Registered Office Address:

Ovation Community Development District

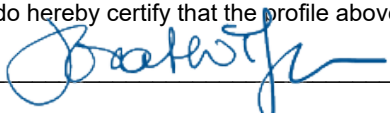
Mr. Jonathan Johnson
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301



2. Telephone: 850-692-7300 Ext:
3. Fax:
4. Email: Jonathan.Johnson@KutakRock.com
5. Status: Independent
6. Governing Body: Elected
7. Website Address: Not on file -Due by the end of the first fiscal year after creation.
8. County(ies): Osceola
9. Special Purpose(s): Community Development
10. Boundary Map on File: 02/25/2025
11. Creation Document on File: 02/24/2025
12. Date Established: 10/09/2024
13. Creation Method: Local Ordinance
14. Local Governing Authority: Osceola County
15. Creation Document(s): County Ordinance 2024-64
16. Statutory Authority: Chapter 190, Florida Statutes
17. Authority to Issue Bonds: Yes
18. Revenue Source(s): Assessments

STEP 2: Sign and date to certify accuracy and completeness.

By signing and dating below, I do hereby certify that the profile above (changes noted if necessary) is accurate and complete:

Registered Agent's Signature:  Date 2/25/25

STEP 3: Pay the annual state fee or certify eligibility for zero annual fee.

a. Pay the Annual Fee: Pay the annual fee by following the instructions at www.FloridaJobs.org/SpecialDistrictFee.

b. Or, Certify Eligibility for the Zero Fee: By initialing both of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **BOTH** of the following statements and those on any submissions to the Department are true, correct, complete, and made in good faith. I understand that any information I give may be verified.

1. ___ This special district is not a component unit of a general purpose local government as determined by the special district and its Certified Public Accountant; and,

2. ___ This special district is in compliance with its Fiscal Year 2022 - 2023 Annual Financial Report (AFR) filing requirement with the Florida Department of Financial Services (DFS) and that AFR reflects \$3,000 or less in annual revenues or, is a special district not required to file a Fiscal Year 2022 - 2023 AFR with DFS and has included an income statement with this document verifying \$3,000 or less in revenues for the current fiscal year.

Department Use Only: Approved: ___ Denied: ___ Reason: _____

STEP 4: Make a copy of this document for your records.

STEP 5: Email this document to SpecialDistricts@Commerce.fl.gov or mail it to FloridaCommerce, Bureau of Budget Management, 107 East Madison Street, MSC #120, Tallahassee, FL 32399-4124. Direct questions to 850.717.8430.

Transaction Confirmation and Receipt

[Print this page for your records.](#)

Special District:	Ovation Community Development District
Transaction No:	13691155
Payment Date:	03/05/2025
Invoice Number:	91781
Amount Paid:	150.00
Full Name:	Jonathan Johnson
Address:	Kutak Rock LLP, 107 West College Avenue Tallahassee, Florida 32301
Phone Number:	850-692-7300
Email Address:	jonathan.johnson@kutakrock.com

Prepare and Provide Your Annual Update

To ensure that the Official List of Special Districts remains up-to-date, complete the annual update process as follows, even if no changes are necessary.

Steps:

1. Review the information on the Special District State Fee Invoice and Profile Update document.
2. Mark any changes directly on the document.
3. Write "Paid online" and the date paid directly on the document.
4. Sign and Date the document
5. Email the document to SpecialDistricts@Commerce.fl.gov or mail it to:

**Florida Department of Economic Opportunity
Bureau of Budget Management
107 East Madison Street, MSC 120
Tallahassee, Florida 32399-4124**

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

February 25, 2025

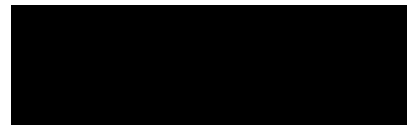
Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:



Reference: Invoice No. 3526632

Client Matter No. 55323-1

Notification Email: eftgroup@kutakrock.com

Ovation CDD

c/o PFM Consulting Group, LLC

3501 Quadrangle Blvd. Ste. 270

Orlando, FL 32817

RECEIVED

By M. Magar at 1:04 pm, Feb 27, 2025

Invoice No. 3526632

55323-1

Re: General Counsel

For Professional Legal Services Rendered

01/03/25	J. Johnson	0.50	212.50	Confer with Fishkind regarding landowners election; confer with district management
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TOTAL HOURS 0.50

TOTAL FOR SERVICES RENDERED \$212.50

TOTAL CURRENT AMOUNT DUE \$212.50

UNPAID INVOICES:

December 26, 2024	Invoice No. 3501120	6,061.05
January 27, 2025	Invoice No. 3513962	595.50

TOTAL DUE \$6,869.05



Date	Invoice Number
February 12, 2025	DM-02-2025-45
Payment Terms	Due Date
Upon Receipt	February 12, 2025

RECEIVED
By M. Magar at 1:04 pm, Feb 27, 2025

Bill To:
Ovation Community Development District c/o PFM Group Consulting District Accounting Department 3501 Quadrangle Blvd., Suite 270 Orlando, FL 32817 United States of America

Company Address:
1735 Market Street 42nd Floor Philadelphia, PA 19103 +1 (215) 5676100

Remittance Options:

Via Mail:

PFM Group Consulting LLC
PO Box 65126
Baltimore, MD 21264-5126
United States of America

RE: District Management Fee: February 2025

Professional Fees	\$3,750.00
Total Amount Due	<u>\$3,750.00</u>



Date	Invoice Number
March 12, 2025	DM-03-2025-45
Payment Terms	Due Date
Upon Receipt	March 12, 2025

RECEIVED
By M. Magar at 3:42 pm, Mar 14, 2025

Bill To:
Ovation Community Development District c/o PFM Group Consulting District Accounting Department 3501 Quadrangle Blvd., Suite 270 Orlando, FL 32817 United States of America

Company Address:
1735 Market Street 42nd Floor Philadelphia, PA 19103 +1 (215) 5676100

Remittance Options:

Via Mail:
PFM Group Consulting LLC PO Box 65126 Baltimore, MD 21264-5126 United States of America

RE: District Management Fee: March 2025

Professional Fees	\$3,750.00
Total Amount Due	<u>\$3,750.00</u>

Ovation
Community Development District

Payment Authorization No. 3

3/28/2025

Item No.	Vendor	Invoice Number	General Fund FY 2025
1	PFM Group Consulting LLC Billable Expenses: December 2024-February 2025	135673	\$ 704.67
TOTAL			\$ 704.67

Vivian Carvalho

District Manager / ADM

Board Member



Date	Invoice Number
March 24, 2025	135673
Payment Terms	Due Date
Upon Receipt	March 24, 2025

RECEIVED

By M. Magar at 9:45 am, Mar 26, 2025

Bill To:
Ovation Community Development District c/o PFM Group Consulting District Accounting Department 3501 Quadrangle Blvd., Suite 270 Orlando, FL 32817 United States of America

Company Address:
1735 Market Street 42nd Floor Philadelphia, PA 19103 +1 (215) 5676100

Remittance Options:

Via Mail:

PFM Group Consulting LLC
PO Box 65126
Baltimore, MD 21264-5126
United States of America

RE: Billable Expenses.

Expenses	\$704.67
Total Amount Due	<u>\$704.67</u>



Date	Invoice Number
March 24, 2025	135673
Payment Terms	Due Date
Upon Receipt	March 24, 2025

Expense Supporting Detail			
Category	Worker	Transaction Date	Amount Billed
Advertising	Jennifer Walden	12/20/24	\$66.26
Advertising	Jennifer Walden	12/20/24	\$341.18
Advertising	Jennifer Walden	12/20/24	\$148.65
Advertising	Jennifer Walden	12/20/24	\$111.03
			Advertising <u>\$667.12</u>
Miscellaneous Expense	Jennifer Walden	02/11/25	\$37.55
			Miscellaneous Expense <u>\$37.55</u>
			Total Expenses: \$704.67

INVOICE

Page 1 of 1

America's Office Source
706 Turnbull Avenue
Suite 305
Altamonte Springs, FL 32701-6476
Phone: 407-478-0637
Fax: 407-478-0645

Invoice: OE-237337-1
Date: 02/11/2025

**Sold To:**

PFM GROUP CONSULTING
12051 CORPORATE BLVD
ORLANDO, FL 32817-1450

Ship To: ORLANDO

PFM GROUP CONSULTING
3501 QUADRANGLE BLVD
SUITE 270
ORLANDO, FL 32817
Attn: Gazmin Kerr

Customer ID 4001833	Customer PO	Payment Terms CreditCard	Ship Date 02/11/2025	Route Code AOS4328
Salesperson AOS Amanda Alley	Order Number OE-237337	Ordered By Gazmin Kerr	Due Date 02/11/2025	

Product Number	Description	Unit	Qty Ord	Qty Ship	Qty B/O	Unit Price	Extension
CUSTOMSTAMP	P16, black ink, "Orlando SED Community"	EA	1	1		35.25	35.25
CUSTOMSTAMP	P16, black ink, "Ovation Community Development"	EA	1	1		35.25	35.25
CUSTOMSTAMP	P16, black, "Hope Innovation District"	EA	1	1		35.25	35.25
FREIGHT	To be determined	EA	1	1		0.00	0.00

VS ending in 9887: \$112.65

Subtotal:	\$105.75
Total Sales Tax:	\$6.90
Total Invoice Amount:	\$112.65
Total Amount Due:	\$0.00

Thank You!
Special/Custom products are ordered to your specifications and are only returnable if found to be defective upon receipt. Assembled furniture may not be returned.

4001833, PFM GROUP CONSULTING OE-237337-1

Please Remit Payment To:
America's Office Source
PO Box 632324
Cincinnati, OH 45263-2324

INVOICE: OE-237337-1
AMOUNT DUE: \$0.00

Orlando SED - \$37.55
Ovation CDD - \$37.55
Hope ID - \$37.55
Total - \$112.65

Osceola News- Gazette
222 Church Street

Kissimmee, FL 34741
help.column.us

Paid by
Ovation CDD - PFM Group Consulting, LLC

Receipt number
Invoice number 7BA85DEF-0068
Notice ID I7VDppDYe41kDCuiXKzX
Publisher Osceola News-Gazette
Date paid Dec 20, 2024
Payment method VISA - 9887

Description	Qty	Unit price	Amount
01/09/2025: Legal and Public Notice Notice	1	77.54	77.54
01/16/2025: Legal and Public Notice Notice	1	77.54	77.54
01/23/2025: Legal and Public Notice Notice	1	77.54	77.54
01/30/2025: Legal and Public Notice Notice	1	77.54	77.54

=== Notes ===

Notice Name: OVATION CDD*Notice of Uniform Method Hearing

Subtotal	\$310.16
Tax	0.00
Processing Fee	31.02
Amount paid	\$341.18

INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Osceola News-Gazette** on the dates indicated below.
If changes are needed, please contact us prior to deadline at **(407) 846-7600**.

Notice ID: I7VDppDYe41kDCuiXKzX | **Proof Updated: Dec. 11, 2024 at 11:02am EST**
Notice Name: OVATION CDD*Notice of Uniform Method Hearing

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

KWAME JACKSON
jacksonk@pfm.com
(407) 723-5900

FILING FOR

Osceola News-Gazette

Columns Wide: 2

Ad Class: Legals

01/09/2025: Legal and Public Notice	77.54
01/16/2025: Legal and Public Notice	77.54
01/23/2025: Legal and Public Notice	77.54
01/30/2025: Legal and Public Notice	77.54

Subtotal	\$310.16
Tax %	0
Processing Fee	\$31.02
Total	\$341.18

See Proof on Next Page

**OVATION COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF THE DISTRICT'S INTENT
TO USE THE UNIFORM METHOD OF COLLECTION
OF NON-AD VALOREM SPECIAL ASSESSMENTS**

Notice is hereby given that the Ovation Community Development District (the "District") intends to use the uniform method of collecting non-ad valorem special assessments to be levied by the District pursuant to Section 197.3632, Florida Statutes. The Board of Supervisors of the District will conduct a public hearing on February 7, 2025, at 1:00 p.m. at the Offices of Hanson, Walter & Associates, Inc. located at 8 Broadway, Suite 104, Kissimmee, FL 34741.

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

The District may levy non-ad valorem special assessments for the purpose of financing, acquiring, maintaining and/or operating community development facilities, services and improvements within and without the boundaries of the District, to consist of, among other things, stormwater management, roadways, water, wastewater, and reclaim water systems, and any other lawful improvements or services of the District.

Owners of the properties to be assessed and other interested parties may appear at the public hearing and be heard regarding the use of the Uniform Method. This hearing is open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing may be continued to a date, time and location to be specified on the record at the hearing. There may be occasions when Supervisors or District Staff may participate by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the hearing and/or meeting is asked to contact the District Office at PFM Group Consulting LLC at 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817, Ph: (407) 723-5900 at least forty-eight (48) hours before the hearing and/or meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 who can aid you in contacting the District Office.

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

Vivian Carvalho
District Manager
January 9, 16, 23, 30, 2025

Osceola News- Gazette
222 Church Street

Kissimmee, FL 34741
help.column.us

Paid by
Ovation CDD - PFM Group Consulting, LLC

Receipt number
Invoice number 7BA85DEF-0069
Notice ID 1D7GPz1wPGCoCQT MxS9Y
Publisher Osceola News-Gazette
Date paid Dec 20, 2024
Payment method VISA - 9887

Description	Qty	Unit price	Amount
12/26/2024: Legal and Public Notice Notice	1	60.24	60.24
=== Notes === Notice Name: OVATION CDD*Notice of Rule Development		Subtotal	\$60.24
		Tax	0.00
		Processing Fee	6.02
		Amount paid	\$66.26



INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Osceola News-Gazette** on the dates indicated below.

If changes are needed, please contact us prior to deadline at **(407) 846-7600**.

Notice ID: 1D7GPz1wPGCoCQTMxS9Y | **Proof Updated: Dec. 11, 2024 at 11:09am EST**

Notice Name: OVATION CDD*Notice of Rule Development

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

KWAME JACKSON
jacksonk@pfm.com
(407) 723-5900

FILING FOR

Osceola News-Gazette

Columns Wide: 2

Ad Class: Legals

12/26/2024: Legal and Public Notice	60.24
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Subtotal	\$60.24
Tax %	0
Processing Fee	\$6.02
Total	\$66.26

See Proof on Next Page

**NOTICE OF RULE DEVELOPMENT BY THE
OVATION COMMUNITY DEVELOPMENT DISTRICT**

In accord with Chapters 120 and 190, *Florida Statutes*, the Ovation Community Development District ("District.") hereby gives notice of its intention to develop Rules of Procedure to govern the operations of the District.

The Rules of Procedure will address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. The legal authority for the adoption of the proposed Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, *Florida Statutes* (2023). The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, *Florida Statutes* (2023).

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager, at PFM Group Consulting LLC, 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817, 407-723-5900.

District Manager
December 26, 2024

Osceola News- Gazette
222 Church Street

Kissimmee, FL 34741
help.column.us

Paid by
Ovation CDD - PFM Group Consulting, LLC

Receipt number
Invoice number 7BA85DEF-0070
Notice ID HmYkiZDwcgMUypV1AbVr
Publisher Osceola News-Gazette
Date paid Dec 20, 2024
Payment method VISA - 9887

Description	Qty	Unit price	Amount
01/02/2025: Legal and Public Notice Notice	1	100.94	100.94
=== Notes === Notice Name: OVIATION CDD*Notice of Rulemaking		Subtotal	\$100.94
		Tax	0.00
		Processing Fee	10.09
		Amount paid	\$111.03



INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Osceola News-Gazette** on the dates indicated below.
If changes are needed, please contact us prior to deadline at **(407) 846-7600**.

Notice ID: HmYkiZDwcgMUypV1AbVr | **Proof Updated: Dec. 11, 2024 at 11:11am EST**
Notice Name: OVIATION CDD*Notice of Rulemaking

This is not an invoice. Below is an estimated price, and it is
subject to change. You will receive an invoice with the final
price upon invoice creation by the publisher.

FILER

KWAME JACKSON
jacksonk@pfm.com
(407) 723-5900

FILING FOR

Osceola News-Gazette

Columns Wide: 2

Ad Class: Legals

01/02/2025: Legal and Public Notice	100.94
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Subtotal	\$100.94
Tax %	0
Processing Fee	\$10.09
Total	\$111.03

See Proof on Next Page

**NOTICE OF RULEMAKING
REGARDING THE RULES OF PROCEDURE OF THE
OVATION COMMUNITY DEVELOPMENT DISTRICT**

A public hearing will be conducted by the Board of Supervisors of the Ovation Community Development District ("District") on February 7, 2024, at 1:00 p.m. at the Offices of Hanson, Walter & Associates, Inc. located at 8 Broadway, Suite 104, Kissimmee, FL 34741.

In accord with Chapters 120 and 190, Florida Statutes, the District hereby gives the public notice of its intent to adopt its proposed Rules of Procedure. The purpose and effect of the proposed Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. Prior notice of rule development was published in the Osceola News Gazette on December 26, 2024.

The Rules of Procedure may address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

Specific legal authority for the adoption of the proposed Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2023). The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2023).

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager's Office at PFM Group Consulting LLC, 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817, 407-723-5900.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty-one (21) days after publication of this notice to the District Manager's Office.

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment 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 at 1-800-955-8771 or 1-800-955-8770 for aid in contacting the District Office.

District Manager
January 2, 2024

Osceola News- Gazette
222 Church Street

Kissimmee, FL 34741
help.column.us

Paid by
Ovation CDD - PFM Group Consulting, LLC

Receipt number
Invoice number 7BA85DEF-0067
Notice ID wgo5adDmR8hLpFeYlBY5
Publisher Osceola News-Gazette
Date paid Dec 20, 2024
Payment method VISA - 9887

Description	Qty	Unit price	Amount
01/16/2025: Legal and Public Notice Notice	1	67.57	67.57
01/23/2025: Legal and Public Notice Notice	1	67.57	67.57
=== Notes === Notice Name: OVATION CDD*Notice of FY 2025 Budget Hearing			Subtotal \$135.14
			Tax 0.00
			Processing Fee 13.51
			Amount paid \$148.65



INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Osceola News-Gazette** on the dates indicated below.

If changes are needed, please contact us prior to deadline at **(407) 846-7600**.

Notice ID: wgo5adDmR8hLpFeYIBY5 | **Proof Updated: Dec. 11, 2024 at 10:59am EST**

Notice Name: OVATION CDD*Notice of FY 2025 Budget Hearing

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

KWAME JACKSON

jacksonk@pfm.com

(407) 723-5900

FILING FOR

Osceola News-Gazette

Columns Wide: 2

Ad Class: Legals

01/16/2025: Legal and Public Notice	67.57
01/23/2025: Legal and Public Notice	67.57

Subtotal	\$135.14
Tax %	0
Processing Fee	\$13.51
Total	\$148.65

See Proof on Next Page

OVATION COMMUNITY DEVELOPMENT DISTRICT

**NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION
OF THE FISCAL YEAR 2025 PROPOSED BUDGET AND NOTICE
OF REGULAR BOARD OF SUPERVISORS' MEETING.**

The Board of Supervisors ("**Board**") of the Ovation Community Development District ("**District**") will hold a public hearing and regular meeting on February 7, 2025, at 1:00 p.m. at the Offices of Hanson, Walter & Associates, Inc. located at 8 Broadway, Suite 104, Kissimmee, FL 34741 for purpose of the public hearing is to receive comments and objections on the adoption of the District's proposed budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025. A regular Board meeting of the District will also be held at the above 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, PFM Group Consulting LLC at 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817, Ph: (407) 723-5900 ("**District Manager's Office**", during normal business hours.

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/or meeting may be continued in progress to a date, time certain, and place to be specified on the record at the public hearing and/or meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at the public hearing or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the public hearing and 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 considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Vivian Carvalho
District Manager
January 16, 22, 2025

O VATION
C O M M U N I T Y D E V E L O P M E N T D I S T R I C T

Payment Authorization No. 4
4/4/2025

Item No.	Vendor	Invoice Number	General Fund FY 2025
1	Kutak Rock LLP General Counsel Through 02/28/25	3541456	\$ 1,066.50
			TOTAL \$ 1,066.50

Vivian Carvalho

District Manager / ADM

Board Member

RECEIVED

By M. Magar at 11:55 am, Apr 02, 2025

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

March 31, 2025

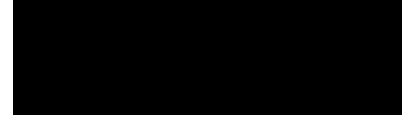
Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:



Reference: Invoice No. 3541456

Client Matter No. 55323-1

Notification Email: eftgroup@kutakrock.com

Ovation CDD

c/o PFM Consulting Group, LLC

3501 Quadrangle Blvd. Ste. 270

Orlando, FL 32817

Invoice No. 3541456

55323-1

Re: General Counsel

For Professional Legal Services Rendered

02/07/25	J. Johnson	1.10	467.50	Prepare for meeting; attend district meeting via phone; post meeting wrap up
02/20/25	J. Johnson	0.30	127.50	Review Fishkind correspondence regarding PIF and district
02/25/25	J. Johnson	0.50	212.50	Review County attorney inquiry and assist in response; confer with Fishkind
02/25/25	K. Jusevitch	0.80	148.00	Research district information and correspond with agency staff; correspond with district manager
02/26/25	K. Jusevitch	0.60	111.00	Confer with Johnson and correspond with county staff regarding ordinance
TOTAL HOURS		3.30		

KUTAK ROCK LLP

Ovation CDD

March 31, 2025

Client Matter No. 55323-1

Invoice No. 3541456

Page 2

TOTAL FOR SERVICES RENDERED	\$1,066.50
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TOTAL CURRENT AMOUNT DUE	\$1,066.50
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UNPAID INVOICES:

December 26, 2024	Invoice No. 3501120	6,061.05
January 27, 2025	Invoice No. 3513962	595.50
February 25, 2025	Invoice No. 3526632	212.50

TOTAL DUE	<u>\$7,935.55</u>
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**OVATION
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 5

5/2/2025

Item No.	Vendor	Invoice Number	General Fund FY 2025
1	Kutak Rock LLP General Counsel Through 03/31/25	3555067	\$ 297.50
2	PFM Group Consulting District Management Fee: April 2025	DM-04-2025-45	\$ 3,750.00
TOTAL			\$ 4,047.50

Kwame Jackson

District Manager / ADM

Board Member

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

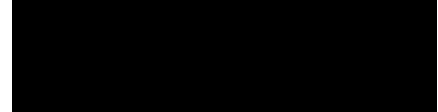
April 28, 2025

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

Reference: Invoice No. 3555067

Client Matter No. 55323-1

Notification Email: eftgroup@kutakrock.com

RECEIVED**By M. Magar at 11:32 am, Apr 29, 2025**

Ovation CDD

c/o PFM Consulting Group, LLC

3501 Quadrangle Blvd. Ste. 270

Orlando, FL 32817

Invoice No. 3555067

55323-1

Re: General Counsel

For Professional Legal Services Rendered

03/13/25	J. Johnson	0.40	170.00	Review collection agreement from Plenzler
03/18/25	J. Johnson	0.30	127.50	Review correspondence regarding website

TOTAL HOURS 0.70

TOTAL FOR SERVICES RENDERED \$297.50

TOTAL CURRENT AMOUNT DUE \$297.50

UNPAID INVOICES:

February 25, 2025	Invoice No. 3526632	212.50
March 31, 2025	Invoice No. 3541456	1,066.50

TOTAL DUE \$1,576.50



Date	Invoice Number
April 15, 2025	DM-04-2025-45
Payment Terms	Due Date
Upon Receipt	April 15, 2025

RECEIVED

By M. Magar at 2:31 pm, Apr 28, 2025

Bill To:
Ovation Community Development District c/o PFM Group Consulting District Accounting Department 3501 Quadrangle Blvd., Suite 270 Orlando, FL 32817 United States of America

Company Address:
1735 Market Street 42nd Floor Philadelphia, PA 19103 +1 (215) 5676100

Remittance Options:

Via Mail:

PFM Group Consulting LLC
PO Box 65126
Baltimore, MD 21264-5126
United States of America

RE: District Management Fee: April 2025

Professional Fees	\$3,750.00
Total Amount Due	<u>\$3,750.00</u>



Date	Invoice Number
May 5, 2025	DM-05-2025-45
Payment Terms	Due Date
Upon Receipt	May 5, 2025

RECEIVED
By M. Magar at 11:17 am, May 13, 2025

Bill To:
Ovation Community Development District c/o PFM Group Consulting District Accounting Department 3501 Quadrangle Blvd., Suite 270 Orlando, FL 32817 United States of America

Company Address:
1735 Market Street 42nd Floor Philadelphia, PA 19103 +1 (215) 5676100

Remittance Options:

Via Mail:

PFM Group Consulting LLC
PO Box 65126
Baltimore, MD 21264-5126
United States of America

RE: District Management Fee: May 2025

Professional Fees	\$3,750.00
Total Amount Due	<u>\$3,750.00</u>



Date	Invoice Number
May 9, 2025	OE-EXP-05-2025-41
Payment Terms	Due Date
Upon Receipt	May 9, 2025

RECEIVED
By M. Magar at 10:37 am, May 16, 2025

Bill To:
Ovation Community Development District c/o PFM Group Consulting District Accounting Department 3501 Quadrangle Blvd., Suite 270 Orlando, FL 32817 United States of America

Company Address:
1735 Market Street 42nd Floor Philadelphia, PA 19103 +1 (215) 5676100

Remittance Options:

Via Mail:

PFM Group Consulting LLC
PO Box 65126
Baltimore, MD 21264-5126
United States of America

RE: April 2025 Postage \$0.69

Expenses	\$0.69
Total Amount Due	<u>\$.69</u>

Board Member

RECEIVED

By M. Magar at 2:54 pm, May 29, 2025

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

May 29, 2025

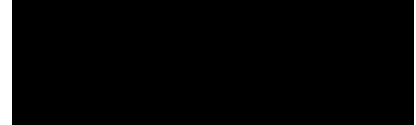
Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:



Reference: Invoice No. 3569248

Client Matter No. 55323-5

Notification Email: eftgroup@kutakrock.com

Ovation CDD

c/o PFM Consulting Group, LLC

3501 Quadrangle Blvd. Ste. 270

Orlando, FL 32817

Invoice No. 3569248

55323-5

Re: Public Infrastructure Fee Work

For Professional Legal Services Rendered

04/16/25	J. Johnson	0.40	170.00	Review multiple correspondence on PIF and follow up
04/23/25	J. Johnson	0.90	382.50	Attend call on PIF and related matters
04/23/25	M. VanSickle	0.80	440.00	Review collection agreement; attend conference call regarding PIF structure

TOTAL HOURS 2.10

TOTAL FOR SERVICES RENDERED \$992.50

TOTAL CURRENT AMOUNT DUE \$992.50



Ovation Community Development District

Review of District Financials
[no action required]



Ovation CDD

April 2025 Financial Package

April 30, 2025

PFM Group Consulting LLC
3501 Quadrangle Blvd
Suite 270
Orlando, FL 32817
407-723-5900



Ovation CDD
Statement of Financial Position
As of 4/30/2025

General Fund

Assets

Current Assets

Valley Bank Account	\$10,069.10
Total Current Assets	<u>\$10,069.10</u>

Total Assets	<u><u>\$10,069.10</u></u>
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Liabilities and Net Assets

Current Liabilities

Accounts Payable	\$9,483.67
Total Current Liabilities	<u>\$9,483.67</u>

Total Liabilities	<u>\$9,483.67</u>
--------------------------	-------------------

Net Assets

Current Year Net Assets - General Government	585.43
Total Net Assets	<u>\$585.43</u>
Total Liabilities and Net Assets	<u><u>\$10,069.10</u></u>



Ovation CDD
Statement of Activities
As of 4/30/2025

	General Fund
<u>Revenues</u>	
Developer Contributions	\$25,000.00
Total Revenues	<u>\$25,000.00</u>
<u>Expenses</u>	
Management	\$15,000.00
District Counsel	7,935.55
Postage & Shipping	0.69
Legal Advertising	1,390.80
Dues, Licenses, and Fees	187.55
Total Expenses	<u>\$24,514.59</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>	
Interest Income	\$100.02
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$100.02</u>
Change In Net Assets	\$585.43
Net Assets At Beginning Of Year	<u>\$0.00</u>
Net Assets At End Of Year	<u><u>\$585.43</u></u>



Ovation CDD
Budget to Actual
For the period ending 4/30/2025

	Actual	Year To Date Budget	Variance	FY 2025 Adopted Budget	Percentage Spent
<u>Revenues</u>					
Developer Contributions	\$25,000.00	\$29,166.69	\$(4,166.69)	\$50,000.00	50.00%
Net Revenues	\$25,000.00	\$29,166.69	\$(4,166.69)	\$50,000.00	0.00%
<u>General & Administrative Expenses</u>					
Public Officials Insurance	\$0.00	\$1,808.31	\$1,808.31	\$3,100.00	0.00%
Management	15,000.00	19,687.50	4,687.50	33,750.00	44.44%
District Counsel	7,935.55	6,125.00	(1,810.55)	10,500.00	75.58%
Postage & Shipping	0.69	29.19	28.50	50.00	1.38%
Legal Advertising	1,390.80	659.19	(731.61)	1,130.00	123.08%
Dues, Licenses, and Fees	187.55	102.06	(85.49)	175.00	107.17%
General Liability Insurance	0.00	755.44	755.44	1,295.00	0.00%
Total General & Administrative Expenses	\$24,514.59	\$29,166.69	\$4,652.10	\$50,000.00	0.00%
Total Expenses	\$24,514.59	\$29,166.69	\$4,652.10	\$50,000.00	0.00%
Income (Loss) from Operations	\$485.41	\$0.00	\$485.41	\$0.00	
<u>Other Income (Expense)</u>					
Interest Income	\$100.02	\$0.00	\$100.02	\$0.00	
Total Other Income (Expense)	\$100.02	\$0.00	\$100.02	\$0.00	
Net Income (Loss)	\$585.43	\$0.00	\$585.43	\$0.00	