

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, September 5, 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 June 6, 2025, Board of Supervisors' Meeting
 2. Consideration of **Resolution 2025-34, Adopting Goals, Objectives and Performance Measures and Standards**

Business Matters

3. Public Hearing on the Adoption of the District's Annual Budget
 - a) Public Comments and Testimony
 - b) Board Comments
 - c) Consideration of **Resolution 2025-35, Adopting the Fiscal Year 2025-2026 Budget and Appropriating Funds**
4. Consideration of Developer Funding Agreement for the Fiscal Year 2025-2026 Budget
5. Consideration of **Resolution 2025-36, Adopting the Annual Meeting Schedule for Fiscal Year 2025-2026**
6. Ratification of District Engineer Agreement
7. Ratification of Funding Request Nos. 002 – 005
8. Consideration of Funding Request Nos. 006 – 008
9. 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 June 6, 2025,
Board of Supervisors' Meeting**

MINUTES OF MEETING

OVATION COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS' MEETING

Friday, June 6, 2025, at 11:00 a.m.

8 Broadway, Suite 104,

Kissimmee, FL 34741

Board Members present:

Bill Shewalter	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	District Counsel - Kutak Rock, LLP	(via phone)
Shawn Hindle	District Engineer – Hanson, Walter & Associates, Inc.	
John Ryan Adams	RJ Whidden and Associates, Inc.	
Bob Whidden	R.J. Whidden and Associates, Inc.	
Warren Dauber	Meyers Group	

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 11:22 a.m. and the roll was called and a quorum established.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no public comments.

THIRD ORDER OF BUSINESS

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

The Board reviewed the minutes.

On MOTION by Mr. Adams, seconded by Mr. Shewalter, with all in favor, the Board of Supervisors for the Ovation CDD approved the Minutes of the February 7, 2025, Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

Review of Letter from Supervisor of Elections, Osceola County

Ms. Carvalho stated that as of April 15, 2025, there are no registered voters per the letter from the Supervisor of Elections. She gave an overview of how registered voters will eventually affect the transition of the Board to resident control.

On MOTION by Mr. Adams, seconded by Mr. Shewalter, with all in favor, the Board of Supervisors for the Ovation CDD accepted the Letter from the Supervisor of Elections, Osceola County.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-33, Approving a Preliminary Budget for Fiscal Year 2026, and Setting a Public Hearing Date

Ms. Carvalho noted the fiscal year runs from October 1st, 2025 to September 30th, 2026, and reviewed the budget process. It is a Developer funded budget at this time. Ms. Carvalho recommended September 5, 2025, at 11:00 a.m. to hold the public hearing.

Mr. Shewalter clarified the budget amount and timeline. He noted the Board would still approve all work for the District.

Ms. Carvalho noted that if there are any increases throughout the fiscal year, the budget will have to be amended. The budget will be finalized in September at the public hearing.

On MOTION by Mr. Shewalter, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Ovation CDD approved Resolution 2025-33, Approving a Preliminary Budget for Fiscal Year 2026, and Setting a Public Hearing Date for September 5, 2025, at 11:00 a.m.

SIXTH ORDER OF BUSINESS

Ratification of Tri-Party Development Agreement

Mr. Shewalter gave an overview of the agreement and noted it had already been executed. The agreement is between the county, the developer, and the CDD. The agreement lays out concessions from the county for impact fees, approves the establishment of the CDD to issue bonds, and gives approval of the site plan.

On MOTION by Mr. Adams, seconded by Mr. Shewalter, with all in favor, the Board of Supervisors for the Ovation CDD ratified the Tri-Party Development Agreement.

SEVENTH ORDER OF BUSINESS

Consideration of Payment Authorization Nos. 002 – 007

Ms. Carvalho stated these are all out of the General Fund budget.

Ms. Glasgow gave an overview of the payment authorizations and noted the payments have not yet been paid, as they are pending approval.

On MOTION by Mr. Shewalter, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Ovation CDD approved Payment Authorization Nos. 002 - 007.

EIGHTH ORDER OF BUSINESS

Review of District Financials

Ms. Carvalho stated the financials were as of April 2025.

Ms. Glasgow gave an overview of the financials.

NINTH ORDER OF BUSINESS

Staff Reports

District Counsel: No report.

District Engineer: No report.

District Manager: Ms. Carvalho noted the July and August Board meetings will be canceled and reminded the Board that the next meeting is scheduled for September 5, 2025, at 11:00 a.m., and will also be the public hearing. She also reminded the Board of the July 1 deadline for the required Form 1.

Mr. Jackson reviewed the Board members who still needed to complete the Form 1.

TENTH ORDER OF BUSINESS

Audience Comments & Supervisor Requests

There were no audience comments or Supervisor requests.

ELEVENTH ORDER OF BUSINESS

Adjournment

There was no further business to discuss.

On MOTION by Mr. Adams, seconded by Mr. Shewalter, with all in favor, the Board of Supervisors for the Ovation CDD adjourned the meeting at 11:40 a.m.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson



Ovation Community Development District

**Consideration of Resolution 2025-34,
Adopting Goals, Objectives and
Performance Measures and Standards**

RESOLUTION 2025-34

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OVATION COMMUNITY DEVELOPMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida (“HB 7013”) and creating Section 189.0694, Florida Statutes; and

WHEREAS, pursuant to HB 7013 and Section 189.0694, Florida Statutes, beginning October 1, 2025, the District shall establish goals and objectives for the District and create performance measures and standards to evaluate the District’s achievement of those goals and objectives; and

WHEREAS, the District Manager has prepared the attached goals, objectives, and performance measures and standards and presented them to the Board of the District; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the attached goals, objectives and performance measures and standards.

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

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

SECTION 2. The District Board of Supervisors hereby adopts the goals, objectives and performance measures and standards as provided in **Exhibit A**. The District Manager shall take all actions to comply with Section 189.0694, Florida Statutes, and shall prepare an annual report regarding the District’s success or failure in achieving the adopted goals and objectives for consideration by the Board of the District.

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

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

PASSED AND ADOPTED this 5th day of September 2025.

ATTEST:

OVATION COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Performance Measures/Standards and Annual Reporting

Exhibit A

Exhibit A:
Goals, Objectives and Annual Reporting Form

**Performance Measures/Standards &
Annual Reporting Form**

October 1, 2025 – September 30, 2026

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

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

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

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

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

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

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

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

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

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

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

Achieved: Yes ☐ No ☐

2. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

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

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

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

Achieved: Yes ☐ No ☐

Goal 2.2: Financial Reports

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

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

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

Achieved: Yes ☐ No ☐

Goal 2.3: Annual Financial Audit

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

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

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

Achieved: Yes ☐ No ☐

Chair/Vice Chair: _____

Date: _____

Print Name: _____

District Manager: _____

Date: _____

Print Name: _____



Ovation Community Development District

Public Hearing on the Adoption of the District's Annual Budget

- a) Public Comments and Testimony**
- b) Board Comments**
- c) Consideration of Resolution 2025-35,
Adopting the Fiscal Year 2025-2026 Budget
and Appropriating Funds**

RESOLUTION 2025-35
[FY 2025 APPROPRIATION RESOLUTION]

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

WHEREAS, for the fiscal year beginning October 1, 2025, and ending September 30, 2026, (“**FY 2026**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Ovation Community Development District (“**District**”) a proposed budget (“**Proposed Budget**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

WHEREAS, the District Manager posted the Proposed Budget on the District’s website in accordance with Chapter 189, *Florida Statutes*; and

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

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

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Ovation Community Development District for the Fiscal Year Ending September 30, 2026”
- c. The Adopted Budget shall be posted by the District Manager on the District’s official website in accordance with Chapter 189, *Florida Statutes* and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2026, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

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

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Chapter 189, *Florida Statutes*, and remain on the website for at least two (2) years.

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

PASSED AND ADOPTED THIS September 5, 2025.

ATTEST:

**OVATION COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2026 Budget



Ovation CDD

FY 2026 Proposed O&M Budget

	Actual Through 7/31/25	Anticipated Aug - 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	153.28	-	153.28	-	200.00
Net Revenues	\$ 25,153.28	\$ 25,000.00	\$ 50,153.28	\$ 50,000.00	\$ 169,045.00
General & Administrative Expenses					
Supervisor fee	\$ -	\$ -	\$ -	\$ -	\$ 12,000.00
Public Officials' Insurance	752.00	-	752.00	3,100.00	3,100.00
Trustee Fee	-	-	-	-	7,500.00
Management	30,000.00	3,750.00	33,750.00	33,750.00	45,000.00
Engineering	-	1,320.00	1,320.00	-	10,000.00
Disclosure Fee	-	-	-	-	1,000.00
District Counsel	14,680.55	3,000.00	17,680.55	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	13.24	10.00	23.24	50.00	500.00
Copies	-	-	-	-	500.00
Telephone / Webex	-	-	-	-	50.00
Legal Advertising	1,613.98	150.00	1,763.98	1,130.00	10,000.00
Web Site maintenance	3,000.00	-	3,000.00	-	6,420.00
Dues, Licences and Fees	187.55	-	187.55	175.00	175.00
General Insurance	919.00	-	919.00	1,295.00	5,000.00
Property and Casualty	-	-	-	-	5,000.00
Crime Insurance	-	-	-	-	500.00
Contingency	-	-	-	-	10,000.00
Total General & Administrative Expenses	\$ 51,166.32	\$ 8,230.00	\$ 59,396.32	\$ 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

Consideration of Developer Funding Agreement for the Fiscal Year 2025-2026 Budget

**OVATION COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026 BUDGET FUNDING AGREEMENT**

This Agreement (the "Agreement") is made and entered into this ____ day of _____, 2026, by and between:

Ovation Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Osceola County, Florida, with a mailing address of PFM Group Consulting LLC, 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 (the "District"); and

Myers Group Partners Acquisitions, LLC, a Florida limited liability company and the developer of the lands in the District ("**Developer**") with a mailing address of 2999 N.E. 191st Street, Suite 510, Aventura, Florida 33180.

Recitals

WHEREAS, the District was established by an ordinance adopted by the Board of County Commissioners of Osceola County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

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

WHEREAS, Developer presently is developing the majority of all real property ("**Property**") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for Fiscal Year 2025/2026, which year commenced on October 1, 2025, and concludes on September 30, 2026 (the "FY 2026 Budget"); and

WHEREAS, the FY 2026 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the FY 2026 Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit A**; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit A** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit A**;

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

SECTION 1. The Developer agrees to make available to the District the monies necessary for the operation of the District, as called for in the FY 2026 Budget attached hereto as **Exhibit A**, within fifteen (15) days of written request by the District. Amendments to the FY 2026 Budget as shown on **Exhibit A** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including the Property, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's FY 2026 Budget or otherwise. These payments are made by Developer in lieu of operation and maintenance assessments which might otherwise be levied or imposed by the District.

SECTION 2. The District shall have the right to file a continuing lien (the "Lien") upon the Property described in **Exhibit B** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's Lien. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the FY 2026 Budget" in the public records of Osceola County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for the FY 2026 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, or may foreclose the Lien against the Property in any manner authorized by law. The District may

partially release any filed Lien for portions of the Property subject to a plat if and when the Developers have demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developers sell any of the Property described in **Exhibit B** after the execution of this Agreement, the Developers' rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developers.

SECTION 3. In the event Developer fails to make payments as and when due to the District pursuant to this Agreement, the District shall have the following remedies, in addition to other remedies available at law and equity:

A. At the Board's direction, the District may bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the Lien against the Property in any manner authorized by law. The District may enforce the collection of funds due under this Agreement by action against Developer in the appropriate judicial forum in and for Osceola County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District.

B. The District hereby finds that the activities, operations and services set out in **Exhibit A** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. Developer agrees that the activities, operations and services set forth in **Exhibit A** provide a special and peculiar benefit to the Property equal to or in excess of the costs set out in **Exhibit A**, on an equal developable acreage basis. Therefore, in the alternative, or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Osceola County property appraiser. Developer hereby waives and/or relinquishes any rights it may have to challenge or object to such assessments if imposed, as well as the means of collection thereof.

SECTION 4. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

SECTION 5. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 6. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld. In the event that Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to the lands within the District, including the Property, Developer will expressly require that the purchaser agree to be bound by the terms of this Agreement. In the event of such sale or disposition, Developer may place into escrow an amount equal to the then unfunded portion of the adopted FY 2026 Budget to fund any budgeted expenses that may arise during the remainder of the fiscal year and provide the District evidence of assignment of this Agreement to the purchaser. Upon confirmation of the deposit of said funds into escrow, and evidence of such assignment to, and assumption by the purchaser, the Developer's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated with respect to Developer's obligations. The parties hereto recognize that Developer is responsible for expenditures of the District in the FY 2026 Budget and that expenditures approved by the Board may exceed the amount adopted in the FY 2026 Budget. Developer shall notify the District in writing ninety (90) days prior to an anticipated sale or disposition of all or substantially all of the Property.

SECTION 7. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described in Paragraph 3 above.

SECTION 8. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any person or entity not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns subject to the terms of Paragraph 6 above.

SECTION 9. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Osceola County, Florida.

SECTION 10. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 11. The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

SECTION 12. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

ATTEST:

**OVATION COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman

**MYERS GROUP PARTNERS ACQUISITIONS,
LLC, a Florida limited liability company**

Witness

By: _____
Its: _____

Exhibit A: Fiscal Year 2026 Budget
Exhibit B: Description of the Property

Exhibit A

Fiscal Year 2026 Budget



Ovation CDD

FY 2026 Proposed O&M Budget

	Actual Through 7/31/25	Anticipated Aug - 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	153.28	-	153.28	-	200.00
Net Revenues	\$ 25,153.28	\$ 25,000.00	\$ 50,153.28	\$ 50,000.00	\$ 169,045.00
General & Administrative Expenses					
Supervisor fee	\$ -	\$ -	\$ -	\$ -	\$ 12,000.00
Public Officials' Insurance	752.00	-	752.00	3,100.00	3,100.00
Trustee Fee	-	-	-	-	7,500.00
Management	30,000.00	3,750.00	33,750.00	33,750.00	45,000.00
Engineering	-	1,320.00	1,320.00	-	10,000.00
Disclosure Fee	-	-	-	-	1,000.00
District Counsel	14,680.55	3,000.00	17,680.55	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	13.24	10.00	23.24	50.00	500.00
Copies	-	-	-	-	500.00
Telephone / Webex	-	-	-	-	50.00
Legal Advertising	1,613.98	150.00	1,763.98	1,130.00	10,000.00
Web Site maintenance	3,000.00	-	3,000.00	-	6,420.00
Dues, Licences and Fees	187.55	-	187.55	175.00	175.00
General Insurance	919.00	-	919.00	1,295.00	5,000.00
Property and Casualty	-	-	-	-	5,000.00
Crime Insurance	-	-	-	-	500.00
Contingency	-	-	-	-	10,000.00
Total General & Administrative Expenses	\$ 51,166.32	\$ 8,230.00	\$ 59,396.32	\$ 50,000.00	\$ 169,045.00

Exhibit B: Property 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 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 OF SOUTH 45° 24' 47" EAST; THENCE SOUTH 00° 24' 47" EAST A DISTANCE OF 98.00 FEET TO THE POINT OF BEGINNING.

PARCEL "E", BURDENED FEE CARVED OUT AS AN "EASEMENT AREA" BENEFITING ADJACENT PROPERTIES:

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 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 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

ACREAGE IS APPROXIMATELY 77.02.



Ovation Community Development District

**Consideration of Resolution 2025-36,
Adopting the Annual Meeting Schedule
for Fiscal Year 2025-2026**

RESOLUTION 2025-36

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OVATION COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2025-2026 AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2025-2026 meeting schedule attached as **Exhibit A**.

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

1. **ADOPTING ANNUAL MEETING SCHEDULE.** The Fiscal Year 2025-2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

PASSED AND ADOPTED this 9th day of September, 2025.

ATTEST:

**OVATION COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

Comp. Exhibit A: Fiscal Year 2025-2026 Annual Meeting Schedule

EXHIBIT A

BOARD OF SUPERVISORS' MEETING DATES OVATION COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025-2026

The Board of Supervisors of the Ovation Community Development District will hold their regular meetings for Fiscal Year 2025-2026 at 8 Broadway, Suite 104, Kissimmee, FL 34741, at _____. unless otherwise indicated as follows:

October __, 2025
November __, 2025
December __, 2025
January __, 2026
February __, 2026
March __, 2026
April __, 2026
May __, 2026
June __, 2026
July __, 2026
August __, 2026
September __, 2026

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained at PFM Group Consulting LLC, 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 or by calling (407) 723-5900.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to 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 Office at (561) 571-0010 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting 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.

District Manager



Ovation Community Development District

Ratification of District Engineer Agreement

**AGREEMENT BETWEEN OVATION COMMUNITY DEVELOPMENT
DISTRICT AND HANSON, WALTER & ASSOCIATES, INC. FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT ("Agreement") made and entered into effective the 7th day of February 2025, by and between:

Ovation Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Osceola County, Florida, with a mailing address of 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 (the "**District**"); and

Hanson, Walter & Associates, Inc., a Florida corporation, with a mailing address of 8 Broadway, Suite 104, Kissimmee, Florida, 34741 ("**Engineer**").

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, by ordinance of the County Commission of Osceola County, Florida; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development and maintenance of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited statements of qualification from qualified firms and individuals to provide professional engineering services to the District on a continuing basis; and

WHEREAS, Engineer submitted a statement of qualification to serve in this capacity; and

WHEREAS, on February 7, 2025, the District's Board of Supervisors ("**Board**") ranked Engineer as the most qualified firm to provide professional engineering services for the District on a continuing basis and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform professional engineering, services on a continuing basis for the District's public infrastructure improvements, including but not limited to, roadways, stormwater management, utilities (water, sewer and reclaim), offsite improvements, hardscape/landscape/irrigation, lighting, and other public improvements as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties hereto and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

ARTICLE 1. SCOPE OF SERVICES.

- A.** The Engineer will provide general engineering services for the District, including:
 - 1. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors;
 - 2. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures, if any, and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 - 3. Any other items requested by the Board.
- B.** Engineer shall, when authorized by the Board, provide general services related to construction of any District projects, including but not limited to:
 - 1. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
 - 2. Processing of contractors' pay estimates.
 - 3. Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel, and the Board.
 - 4. Final inspection and requested certificates for construction, including the final certificate of construction.
 - 5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - 6. Any other activity related to construction as authorized by the Board.
- C.** With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

ARTICLE 2. REPRESENTATIONS. The Engineer hereby represents to the District that:

- A.** It has the experience and skill to perform the services required to be performed by this Agreement.
- B.** It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by District, provide certification of compliance with all registration and licensing requirements.
- C.** It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of District.

- D. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

ARTICLE 3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized, a form of which is attached hereto as **Exhibit A** ("Work Authorization"). Authorization of services or projects under the contract shall be at the sole option of the District.

ARTICLE 4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A. **Lump Sum Amount** – The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.
- B. **Hourly Personnel Rates** – For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates, the rates outlined in **Exhibit B**, attached hereto and incorporated by this reference, shall apply. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization.

ARTICLE 5. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the services for the incidental expenses as listed as follows:

- A. Expenses of transportation and living when traveling in connection with a project and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel reimbursement policy.
- B. Expense of reproduction, postage and handling of drawings and specifications.

ARTICLE 6. TERM OF AGREEMENT. It is understood and agreed that the term of this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant to Article 21.

ARTICLE 7. SPECIAL CONSULTANTS. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

ARTICLE 8. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida law. The District, or its authorized representative, shall have the right to audit such books and records at reasonable times upon prior notice to Engineer.

ARTICLE 9. OWNERSHIP OF DOCUMENTS.

- A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the "**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B. The Engineer shall deliver all Work Product to the District upon completion thereof, unless it is necessary for the Engineer in the District's sole discretion to retain possession for a longer period of time. Upon early termination of the Engineer's services hereunder, the Engineer shall deliver to the District all such Work Product, whether complete or not, upon payment of all outstanding balances due Engineer for Work Product. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the District. If said Work Product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.
- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise, the preparation of such copyrightable or patentable materials or designs.

ARTICLE 10. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

ARTICLE 11. INDEPENDENT CONTRACTOR. Engineer and District agree that Engineer is and shall remain at all times an independent contractor and shall not in any way claim or be considered an employee of District. Engineer shall not have authority to hire persons as employees of District.

ARTICLE 12. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. Such documents are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

ARTICLE 13. ESTIMATE OF COST. Since Engineer has no control over the cost of labor, materials, or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable cost provided as a service hereunder are to be made on the basis of its experience and qualifications and represent Engineer's best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by Engineer. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

ARTICLE 14. INSURANCE. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury	\$1,000,000/\$2,000,000
(including Contractual)	
Property Damage	\$1,000,000/\$2,000,000
(including Contractual)	
Automobile Liability	Combined Single Limit \$500,000
Bodily Injury / Property Damage	
Professional Liability for	
Errors and Omissions	\$1,000,000

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except on Worker's Compensation Insurance and Professional Liability for Errors and Omissions Insurance. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Article. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice of cancellation to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

ARTICLE 15. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 16. AUDIT. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. The Engineer agrees that the District or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement for a period of four (4) years or longer as required by law. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) three years after the expenditure of all funds under this Agreement, or (c) the public record retention period established by the District's records retention policy, whichever comes later.

ARTICLE 17. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

ARTICLE 18. COMPLIANCE WITH PROFESSIONAL STANDARDS. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by Engineer, shall maintain the standard of care, skill, diligence, and professional competency for such work and/or services ordinarily used by members of the Engineer's profession practicing under similar circumstances at the same time and in the same locality. Any designs, drawings, reports, or specifications prepared or furnished by Engineer that contain errors, conflicts, or omissions will be promptly corrected by Engineer at no cost to the District.

ARTICLE 19. INDEMNIFICATION.

- A. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the District, its officers, supervisors, agents, staff, and representatives from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution,

or appellate proceedings, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct or errors or omissions of the Engineer and persons employed or utilized by the Engineer in the performance of this Agreement.

B. Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other applicable law. The District agrees, to the extent permitted by Section 768.28, *Florida Statutes*, and other applicable law, to indemnify and hold the Engineer harmless from any damage, liability or cost to the extent caused by the District's negligence, recklessness, or intentionally wrongful conduct of the District and persons employed or utilized by the District in the performance of this Agreement.

C. The following shall apply only to the extent a limitation on liability is required by Section 725.06, *Florida Statutes*, or other applicable law: liability under this section shall in no event exceed the sum of Two Million Dollars (\$2,000,000). Engineer shall carry, at its own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the Agreement.

D. Disclaimer of Consequential Damages - Notwithstanding anything to the contrary in this Agreement, the Parties shall have no liability to each other for indirect, consequential, or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, costs of shutdown or startup.

E. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT OF ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

F. In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Engineer and the District to provide indemnification, defense, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnitees.

ARTICLE 20. EMPLOYMENT VERIFICATION. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

ARTICLE 21. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any Federal or State unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement.

The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District, unless set forth differently herein or authorized by vote of the Board.

ARTICLE 22. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for all proceedings with respect to this Agreement shall be Osceola County, Florida.

ARTICLE 23. NOTICE. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. If to Engineer:** Hanson, Walter & Associates, Inc.
8 Broadway, Suite 104
Kissimmee, Florida 34741
Attn: Shawn Hindle, P.E.
- B. If to District:** Ovation Community
Development District
3501 Quadrangle Boulevard, Suite 270
Orlando, Florida 32817
Attn: District Manager
- With a copy to:** Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Engineer may deliver Notice on behalf of the District and the Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) day's written notice to the parties and addressees set forth herein.

ARTICLE 24. PUBLIC RECORDS. The Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District 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 in Chapter 119, *Florida Statutes* or as otherwise provided by 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 contract term and following completion of the Agreement if the Engineer does not transfer the records to the District.
 - d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Engineer or keep and maintain public records required by the District to perform the service. If the Engineer transfers all public records to the District upon completion of this Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, RECORDREQUEST@PFM.COM, OR 3501 QUADRANGLE BOULEVARD, SUITE 270, ORLANDO, FLORIDA 32817.

ARTICLE 25. NO THIRD PARTY BENEFITS. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

ARTICLE 26. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

ARTICLE 27. ASSIGNMENT. Except as provided otherwise in this Agreement, neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Any purported assignment without such written consent is void. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate and consistent with this Agreement.

ARTICLE 28. CONSTRUCTION DEFECTS. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES*.

ARTICLE 29. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Engineer.

ARTICLE 30. ARM'S LENGTH TRANSACTION. This Agreement reflects the negotiated agreement of the District and the Engineer, each represented by competent legal counsel. Accordingly, this Agreement

shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

ARTICLE 31. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as the Engineer receives notification of the intent of the District to terminate the Agreement, the Engineer shall not perform any further services, unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

ARTICLE 32. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

ARTICLE 33. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Engineer is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees, paralegal fees, expert witness fees, and costs at all judicial levels.

ARTICLE 34. E-VERIFY REQUIREMENTS. The Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by *Florida Statute*, Engineer shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.091, *Florida Statutes*.

If the Engineer anticipates entering into agreements with a subcontractor for the Work, Engineer will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Engineer shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Engineer has otherwise complied with its obligations hereunder, the District shall promptly notify the Engineer. The Engineer agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Engineer or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

ARTICLE 35. ACCEPTANCE. Acceptance of this Agreement is indicated by the signatures of the authorized representatives of the District and the Engineer in the spaces provided below.

ARTICLE 36. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

ARTICLE 37. ANTI-HUMAN TRAFFICKING STATEMENT. The Engineer does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Engineer has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

(Signatures on Following Page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Attest:

**OVATION COMMUNITY
DEVELOPMENT DISTRICT**

Kwame Jackson
Assistant Secretary / Secretary

Bill Shewalter
Chairperson / Vice Chairperson,
Board of Supervisors

Melissa A. Wills
Witness

HANSON, WALTER & ASSOCIATES, INC.,
a Florida corporation

Shawn Handle
By: SHAWN HANDLE
Its: PRESIDENT

EXHIBIT A: Form of Work Authorization

EXHIBIT B: Rate Schedule

Hanson, Walter & Associates, Inc.

SCHEDULE OF FEES
FOR
PROFESSIONAL SERVICES

CONSULTING SERVICES

	<u>\$/HR.</u>
A. Principal	\$ 330.00
B. Project Manager	200.00
C. Senior Engineer	205.00
D. Engineer	165.00
E. Senior Planner	150.00
F. CAD Design Technician	140.00
G. CAD Technician	125.00
H. Construction Inspector	150.00
I. Administrative	90.00
J. Project Coordinator/Scheduler	100.00
K. Surveying Services	
1. Survey Field Crew	175.00
2. GPS Survey Crew	175.00
3. Principal Land Surveyor	200.00
4. Associate Land Surveyor	125.00
5. Senior Technician (CAD / PSM)	125.00
6. Computer Technician (CAD)	125.00
L. Clerical Services	75.00
M. Miscellaneous Expenses	
1. Prints 24" x 36"/30" x 42" Blueprint or Xerox, ea.	2.00/3.00
2. Paper Sepia (Vellum) 24" x 36"/30" x 42", ea.	10.00/15.00
3. Sepia Mylar 24" x 36"/30" x 42", ea.	15.00/20.00
4. Xerox Copies, ea. mass reproduction (8 1/2" x 11")	.25
5. Xerox Copies, ea. mass reproduction (8 1/2" x 14")	.35
6. Xerox Copies, ea. (11" x 17")	1.00
7. Xerox Copies of Original Survey 8 1/2" x 14"	5.00
Plus each additional	1.00
8. Travel, per mile, portal to portal	.40
9. Printing, Graphics, Postage, etc.	Cost + 20%
10. Long Distance Telephone Charges	Cost + 20%
11. Out of Town Expenses (Overnight)	Cost + 30%
12. Sub-Consultant Services, Laboratory, Testing, etc.	Cost + 15%
13. Permit and Application Fee Advances	Cost + 10%
14. Overnight Deliveries	Cost + 20%
15. Courier Services	Cost + 20%

- For sworn testimony at depositions and hearings, etc., the above rates will be charged at 2.5 times.



HANSON. WALTER & ASSOCIATES. INC.

PROFESSIONAL ENGINEERING, SURVEYING & PLANNING

8 Broadway, Suite 104 – Kissimmee, Florida 34741-5708 – Phone: 407-847-9433

Engineering Fax: 321-442-1045 – Surveying Fax: 407-847-2499 – Email: hwa@hansonwalter.com

Website: www.hansonwalter.com



Ovation Community Development District

Ratification of Funding Request Nos. 002 – 005

**OVATION
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2

6/20/2025

Item No.	Vendor	Invoice Number	General Fund FY 2025
1	Kutak Rock LLP		
	Public Infrastructure Counsel Through 04/30/25	3569248	\$ 992.50
2	PFM Group Consulting		
	Billable Expenses: May 2025	136583	\$ 223.18
	District Management Fee: April 2025	DM-04-2025-45	\$ 3,750.00
	District Management Fee: May 2025	DM-05-2025-45	\$ 3,750.00
	District Management Fee: June 2025	DM-06-2025-46	\$ 3,750.00
	Postage: April 2025	OE-EXP-05-2025-41	\$ 0.69
TOTAL			\$ 12,466.37

Bill Shewalter

Board Member

**OVATION
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 3
6/27/2025

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
7BA85DEF-0092	OSCEOLA NEWS-GAZETTE (OVCDD)	06/24/2025	Ovation CDD	147.86
Total:				147.86

Bill Shewalter

Board Member

Please Return To:
Ovation CDD
c/o PFM Group Consulting, LLC
3501 Quadrangle Blvd. Ste. 270
Orlando, FL 32817-8329

**OVATION
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 4
7/3/2025

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
3584236	KUTAK ROCK LLP (OVCDD)	06/27/2025	Ovation CDD	5,455.00
OE-EXP-07-2025-28	PFM GROUP CONSULTING (OVCDD)	07/01/2025	Ovation CDD	11.86
7399	VGlobalTech (OVCDD)	06/01/2025	Ovation CDD	3,000.00
Total:				8,466.86

Bill Shewalter

Board Member

Please Return To:
Ovation CDD
c/o PFM Group Consulting, LLC
3501 Quadrangle Blvd. Ste. 270
Orlando, FL 32817-8329

**OVATION
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 5
7/11/2025

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
DM-07-2025-47	PFM GROUP CONSULTING (OVCDD)	07/01/2025	Ovation CDD	3,750.00
Total:				3,750.00

Bill Shewalter

Board Member

Please Return To:
Ovation CDD
c/o PFM Group Consulting, LLC
3501 Quadrangle Blvd. Ste. 270
Orlando, FL 32817-8329



Ovation Community Development District

Consideration of Funding Request Nos. 006 – 008

**OVATION
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 6
7/21/2025

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
28274	Egis Insurance Advisors (OVCDD)	06/27/2025	Ovation CDD	1,671.00
Total:				1,671.00

Board Member

Please Return To:
Ovation CDD
c/o PFM Group Consulting, LLC
3501 Quadrangle Blvd. Ste. 270
Orlando, FL 32817-8329



RECEIVED

By M. Magar at 1:34 pm, Jul 14, 2025

Ovation CDD
c/o PFM Group Consulting, LLC
3501 Quadrangle Blvd, Ste 270
Orlando, FL 32817

INVOICE

Customer	Ovation CDD
Acct #	1635
Date	06/27/2025
Customer Service	Charisse Bitner
Page	1 of 1

Payment Information	
Invoice Summary	\$ 1,671.00
Payment Amount	
Payment for:	Invoice#28274
1001241221	

Thank You

Please detach and return with payment



Customer: Ovation CDD

Invoice	Effective	Transaction	Description	Amount
28274	06/01/2025	New business	Policy #1001241221 06/01/2025-10/01/2025 Florida Insurance Alliance Package - New business Due Date: 6/27/2025	1,671.00

Total

\$ 1,671.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:
Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349

Remit Payment To: Egis Insurance Advisors

P.O. Box 748555
Atlanta, GA 30374-8555

(321)233-9939

scclimer@egisadvisors.com

Date

06/27/2025

**OVATION
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 7
8/8/2025

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
5294479	Hanson Walter & Assoc Inc (OVCDD)	07/29/2025	Ovation CDD	660.00
3598348	KUTAK ROCK LLP (OVCDD)	07/28/2025	Ovation CDD	1,451.50
Total:				2,111.50

Board Member

Please Return To:
Ovation CDD
c/o PFM Group Consulting, LLC
3501 Quadrangle Blvd. Ste. 270
Orlando, FL 32817-8329



Hanson Walter & Associates, Inc
8 Broadway
Suite 104
Kissimmee, FL 34741
407-847-9433

Page: 1 of 1
4416-11
5294479

INVOICE

RECEIVED Tue 7/29/2025 9:48 AM

OVATION COMMUNITY
DEVELOPMENT DISTRICT
OVATION CDD
3501 QUADRANGLE BLVD
SUITE 270
ORLANDO, FLORIDA 32817

CLIENT ID: 8610
INVOICE #: 5294479
INVOICE DATE: 7/29/2025
DUE DATE: 8/8/2025
BILLED THROUGH: 6/29/2025

OVATION COMMUNITY DEVELOPMENT DISTRICT

PO:

JOB ID: 4416-11

PERIOD: June 2025

For Professional Civil Engineering Services Rendered Through June 29, 2025

Prepare for and attend CDD meeting

TIME & MATERIALS

CIVIL ENGINEERING SERVICES

LAND SURVEYING SERVICES

REIMBURSABLES

	Total Billed To Date	Amount Previously Billed	Amount This Billing
CIVIL ENGINEERING SERVICES	660.00	0.00	660.00
LAND SURVEYING SERVICES	0.00	0.00	0.00
REIMBURSABLES	0.00	0.00	0.00
	660.00	0.00	660.00

EMPLOYEE DETAIL

CIVIL ENGINEERING SERVICES

	Hours	Rate	Amount
Principal	2.00	330.00	660.00

PLEASE REMIT TO:
Hanson, Walter & Associates, Inc.
8 Broadway Suite 104
Kissimmee, FL 34741

Total Invoice \$660.00

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

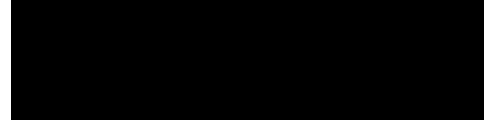
July 28, 2025

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

Reference: Invoice No. 3598348

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 07/30/2025 10:37 AM

Invoice No. 3598348

55323-1

Re: General Counsel

For Professional Legal Services Rendered

06/06/25	J. Johnson	1.10	467.50	Prepare for meeting; attend board meeting; post meeting wrap up
06/12/25	A. Cox	1.00	185.00	Draft agreement for professional engineering services with Hanson Walter
06/13/25	A. Cox	2.00	370.00	Edit and add work authorization to engineering agreement
06/13/25	K. Jusevitch	0.20	37.00	Review engineering agreement; confer with Cox and Johnson
06/15/25	J. Johnson	0.40	170.00	Review and revise engineering agreement for district
06/16/25	A. Cox	0.20	37.00	Email engineer agreement to district manager
06/23/25	A. Cox	1.00	185.00	Prepare resolution adopting proposed budget FY 2026; notice of public hearing adopt budget FY 2026 and budget funding agreement FY 2026 and forward to Johnson

TOTAL HOURS 5.90

KUTAK ROCK LLP

Ovation CDD

July 28, 2025

Client Matter No. 55323-1

Invoice No. 3598348

Page 2

TOTAL FOR SERVICES RENDERED

\$1,451.50

TOTAL CURRENT AMOUNT DUE

\$1,451.50

**OVATION
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 8
8/15/2025

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
DM-08-2025-48	PFM GROUP CONSULTING (OVCDD)	08/08/2025	Ovation CDD	3,750.00
Total:				3,750.00

Board Member

Please Return To:
Ovation CDD
c/o PFM Group Consulting, LLC
3501 Quadrangle Blvd. Ste. 270
Orlando, FL 32817-8329



Date	Invoice Number
August 8, 2025	DM-08-2025-48
Payment Terms	Due Date
Upon Receipt	August 8, 2025

RECEIVED
By M. Magar at 8:32 am, Aug 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: August 2025

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



Ovation Community Development District

Review of District Financials
[no action required]



Ovation CDD

June 2025 Financial Package

June 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 6/30/2025

General Fund

Assets

Current Assets

Valley Bank Account	\$340.34
Accounts Receivable - Due from Developer	12,614.23
Total Current Assets	<u>\$12,954.57</u>

Total Assets	<u><u>\$12,954.57</u></u>
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Liabilities and Net Assets

Current Liabilities

Accounts Payable	\$12,614.23
Deferred Revenue	12,614.23
Total Current Liabilities	<u>\$25,228.46</u>

Total Liabilities	<u><u>\$25,228.46</u></u>
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Net Assets

Current Year Net Assets - General Government	(12,273.89)
Total Net Assets	<u><u>(\$12,273.89)</u></u>
Total Liabilities and Net Assets	<u><u>\$12,954.57</u></u>



Ovation CDD
Statement of Activities
As of 6/30/2025

General Fund

Revenues

Developer Contributions	\$25,000.00
Total Revenues	<u>\$25,000.00</u>

Expenses

Management	\$26,250.00
District Counsel	9,225.55
Postage & Shipping	1.38
Legal Advertising	1,761.84
Dues, Licenses, and Fees	187.55
Total Expenses	<u>\$37,426.32</u>

Other Revenues (Expenses) & Gains (Losses)

Interest Income	\$152.43
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$152.43</u>

Change In Net Assets	(\$12,273.89)
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Net Assets At Beginning Of Year	<u>\$0.00</u>
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Net Assets At End Of Year	<u><u>(\$12,273.89)</u></u>
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Ovation CDD
Budget to Actual
For the period ending 6/30/2025

	Actual	Year To Date Budget	Variance	FY 2025 Adopted Budget	Percentage Spent
<u>Revenues</u>					
Developer Contributions	\$25,000.00	\$37,500.00	\$(12,500.00)	\$50,000.00	50.00%
Net Revenues	\$25,000.00	\$37,500.00	\$(12,500.00)	\$50,000.00	0.00%
<u>General & Administrative Expenses</u>					
Public Officials Insurance	\$0.00	\$2,325.00	\$2,325.00	\$3,100.00	0.00%
Management	26,250.00	25,312.50	(937.50)	33,750.00	77.78%
District Counsel	9,225.55	7,875.00	(1,350.55)	10,500.00	87.86%
Postage & Shipping	1.38	37.50	36.12	50.00	2.76%
Legal Advertising	1,761.84	847.50	(914.34)	1,130.00	155.92%
Dues, Licenses, and Fees	187.55	131.25	(56.30)	175.00	107.17%
General Liability Insurance	0.00	971.25	971.25	1,295.00	0.00%
Total General & Administrative Expenses	\$37,426.32	\$37,500.00	\$73.68	\$50,000.00	0.00%
Total Expenses	\$37,426.32	\$37,500.00	\$73.68	\$50,000.00	0.00%
Income (Loss) from Operations	\$(12,426.32)	\$0.00	\$(12,426.32)	\$0.00	
<u>Other Income (Expense)</u>					
Interest Income	\$152.43	\$0.00	\$152.43	\$0.00	
Total Other Income (Expense)	\$152.43	\$0.00	\$152.43	\$0.00	
Net Income (Loss)	\$(12,273.89)	\$0.00	\$(12,273.89)	\$0.00	