

OTC

Community Development District

February 9, 2022

AGENDA

OTC
Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
www.OTCCDD.com

February 2, 2022

Board of Supervisors
OTC Community Development District
Call In # 1-800-264-8432 Code 421714

Dear Board Members:

The OTC Community Development District meeting is scheduled to be held **Wednesday, February 9, 2022 at 10:30 a.m. at the offices of Riverside Management Services, 9655 Florida Mining Boulevard, Building 300, Suite 305, Jacksonville, Florida 32257.**

Following is the agenda for the meeting:

- I. Roll Call
- II. Audience Comments
- III. Organizational Matters
 - A. Oath of Office for Newly Elected Officers
 - B. Consideration of Resolution 2022-01, Canvassing and Certifying the Results of the Landowner's Election
 - C. Consideration of Resolution 2022-02, Designating Officers
- IV. Minutes
 - A. Approval of the Minutes of the July 14, 2021 Meeting
 - B. Acceptance of the Minutes of the November 10, 2021 Landowner's Election
- V. Ratification of the Engagement Letter with Grau & Associates for the Fiscal Year 2021 Audit
- VI. Ratification of Transfer of Legal Services to KE Law Group
- VII. Acceptance of the 2021 Annual Engineer's Report
- VIII. Consideration of Resolution 2022-03, Waiving a Portion of the Rules of Procedure Relating to Meeting Notices

- IX. Consideration of Resolution 2022-04, Authorizing a Change in Registered Agent and Registered Office
- X. Consideration of Resolution 2022-05, Adopting Amended Prompt Payment Policies
- XI. Staff Reports
 - A. District Counsel – Memo Regarding Stormwater Needs Analysis
 - B. District Engineer – Consideration of Work Authorization for Preparation of a Stormwater Needs Analysis Report
 - C. District Manager
- XII. Supervisor Requests and Audience Comments
- XIII. Financial Reports
 - A. Balance Sheet and Income Statement
 - B. Assessment Receipts Schedule
 - C. Check Register
- XIV. Next Scheduled Meeting – May 11, 2022 at 10:30 a.m. at the offices of Riverside Management Services, 9655 Florida Mining Blvd. West, Building 300, Suite 305, Jacksonville, Florida 32257
- XV. Adjournment

THIRD ORDER OF BUSINESS

B.

RESOLUTION 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OTC COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the OTC Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Jacksonville, Florida; and

WHEREAS, pursuant to Section 190.006(2), *Florida Statutes*, a landowners meeting is required to be held within 90 days of the District’s creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held on November 10, 2021, the Minutes of which are attached hereto as **Exhibit A**, and at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvas the votes and declare and certify the results of said election.

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

SECTION 1. The following persons are found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

Michelle Pierce	40 Votes
Rocky Morris	40 Votes
VACANT	NO NOMINATION

SECTION 2. In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisor, the above-named person is declared to have been elected for the following term of office:

Michelle Pierce	4 Year Term
Rocky Morris	4 Year Term

SECTION 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 9th day of February, 2022.

ATTEST:

**OTC COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

C.

RESOLUTION 2022-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
OTC COMMUNITY DEVELOPMENT DISTRICT
DESIGNATING THE OFFICERS OF THE DISTRICT, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, OTC Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Jacksonville, Florida; and

WHEREAS, the Board of Supervisors of the District desires to designate the Officers of the District.

NOW, THEREFORE, be it resolved by the Board of Supervisors of OTC Community Development District:

SECTION 1. _____ is appointed Chairman.

SECTION 2. _____ is appointed Vice Chairman.

SECTION 3. _____ is appointed Secretary and Treasurer.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Treasurer.

_____ is appointed Assistant Secretary.

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

PASSED AND ADOPTED THIS 9TH DAY OF FEBRUARY, 2022.

ATTEST

**OTC COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman

FOURTH ORDER OF BUSINESS

A.

MINUTES OF MEETING
OTC COMMUNITY DEVELOPMENT DISTRICT

A regular meeting of the Board of Supervisors of the OTC Community Development District was held Wednesday, July 14, 2021 at 10:30 a.m. at the offices of Riverside Management Services, Inc., 9655 Florida Mining Boulevard West, Building 300, Suite 305, Jacksonville, Florida 32257.

Present were:

Michelle Pierce

Rose Bock

Rocky Morris

Kurt von der Osten

Chairperson

Vice Chairperson

Supervisor (by phone)

Supervisor

Also present were:

Ernesto Torres

Sarah Warren

Marilee Giles

District Manager

District Counsel (by phone)

GMS

The following is a summary of the discussions and actions taken at the July 14, 2021 meeting. An audio copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Torres called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Audience Comments

There were no members of the public in attendance.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the May 12, 2021 Meeting

There were no comments on the minutes.

On MOTION by Ms. Bock seconded by Ms. Pierce with all in favor the minutes of the May 12, 2021 Board of Supervisors meeting were approved as presented.

FOURTH ORDER OF BUSINESS

Acceptance of the Fiscal Year 2020 Audit Report

Mr. Torres gave a brief overview of the audit report noting it is what is referred to as a clean audit. Page one provides the opinion of the auditor that the financial statements present fairly in all material aspects the respective financial position of the governmental activities and

each major fund of the District. Page 26 provides the opinion that the District complied in all material respects with the requirements for fiscal year 2020.

On MOTION by Mr. von der Osten seconded by Mr. Morris with all in favor the audit report for Fiscal Year 2020 was accepted.

FIFTH ORDER OF BUSINESS

Public Hearing to Adopt the Fiscal Year 2022 Budget

On MOTION by Ms. Bock seconded by Ms. Pierce with all in favor the public hearing was opened.

There being no members of the public present, a motion to close the public hearing followed.

On MOTION by Ms. Bock seconded by Mr. von der Osten with all in favor the public hearing was closed.

A. Consideration of Resolution 2021-03, Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2022

Mr. Torres reminded the Board the assessment level is remaining the same in the approved budget. The carry forward was adjusted slightly to accommodate the total revenues needed to fund expenditures.

On MOTION by Ms. Bock seconded by Mr. von der Osten with all in favor resolution 2021-03, relating to annual appropriations and adopting the budget for Fiscal Year 2022 was approved.

B. Consideration of Resolution 2021-04, Imposing Special Assessments and Certifying an Assessment Roll

Mr. Torres informed the Board GMS will provide the assessment roll to Duval County.

On MOTION by Ms. Bock seconded by Ms. Pierce with all in favor resolution 2021-04, imposing special assessments and certifying an assessment roll for Fiscal Year 2022 was approved.

SIXTH ORDER OF BUSINESS

Consideration of Approving a Regular Meeting Schedule for Fiscal Year 2022

Mr. Torres informed there are meeting dates proposed for November, February, May and July for Fiscal Year 2022.

On MOTION by Ms. Pierce seconded by Ms. Bock with all in favor the meeting schedule for Fiscal Year 2022 was approved as presented.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

There being nothing to report, the next item followed.

B. District Engineer

There being nothing to report, the next item followed.

C. District Manager – Report on the Number of Registered Voters (0)

Mr. Torres informed the Board the Duval County Supervisor of Elections office reports there to be zero registered voters residing within the District's boundaries.

EIGHTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Financial Reports

A. Balance Sheet and Income Statement

Copies of the balance sheet and income statement were included in the agenda package.

B. Assessment Receipt Schedule

A copy of the assessment receipt schedule showing the district is 100% collected was included in the agenda package.

C. Approval of Check Register

A copy of the check register totaling \$12,201.06 was included in the agenda package.

On MOTION by Ms. Bock seconded by Ms. Pierce with all in favor the Check Register was approved.

TENTH ORDER OF BUSINESS

Next Scheduled Meeting – Landowner’s Election on November 10, 2021 at 10:30 a.m. at the offices of Riverside Management Services

ELEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Bock seconded by Mr. Morris with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

MINUTES OF MEETING
OTC COMMUNITY DEVELOPMENT DISTRICT

A landowners meeting of the Board of Supervisors of the OTC Community Development District was held Wednesday, November 10, 2021 at 10:30 a.m. at the offices of Riverside Management Services, Inc, 9655 Florida Mining Boulevard, Building 300, Suite 305, Jacksonville, Florida 32257.

Present was:

Michelle Pierce

Katz Properties, LLC

Also present were:

Ernesto Torres

District Manager

FIRST ORDER OF BUSINESS

Roll Call

Mr. Torres called the meeting to order at 10:36 a.m.

SECOND ORDER OF BUSINESS

**Determination of Number of Voting Units
Represented**

Mr. Torres stated Ms. Pierce is here representing the landowner at this time and has the proxy for 46.56 acres, which is 47 votes.

THIRD ORDER OF BUSINESS

**Election of a Chairman for the Purpose of
Conducting the Landowners Meeting**

Mr. Torres acted as chairman for the purpose of conducting the landowners meeting.

FOURTH ORDER OF BUSINESS

**Nominations for the Position of Supervisors
(3)**

Mr. Torres stated there are three open seats, seat one currently held by Michelle Pierce, seat four held by Rocky Morris, and seat number five, which is vacant.

Ms. Pierce stated I will re-nominate the same supervisors and seat five will remain vacant.

Mr. Torres stated seat one will be held by Michelle Pierce and seat four will be held by Rocky Morris.

FIFTH ORDER OF BUSINESS

Casting of Ballots

Ms. Pierce cast 40 votes for Michelle Pierce and 40 votes for Rocky Morris.

SIXTH ORDER OF BUSINESS

Tabulation of Ballots and Announcement of Results

Ms. Pierce was elected with 40 votes, Mr. Morris was elected with 40 votes and seat five will remain vacant with no nomination.

SEVENTH ORDER OF BUSINESS

Landowners Questions and Comments

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

Adjournment

The landowners meeting was adjourned.

FIFTH ORDER OF BUSINESS



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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

September 22, 2021

Board of Supervisors
OTC Community Development District
475 West Town Place, Suite 114
St. Augustine, FL 32092

We are pleased to confirm our understanding of the services we are to provide OTC Community Development District, Duval County, Florida ("the District") for the fiscal year ended September 30, 2021. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of OTC Community Development District as of and for the fiscal year ended September 30, 2021. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2021 audit.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be

public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which 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 the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT:

**GMS-NF, LLC
475 WEST TOWN PLACE, SUITE 114
ST. AUGUSTINE, FL 32092
TELEPHONE: 904-940-5850**

This agreement provides for a contract period of one year with the option of three additional, one-year renewals upon the written consent of both parties. Our fee for these services will not exceed \$3,400 for the September 30, 2021 audit. The fees for the fiscal years 2022, 2023 and 2024 will not exceed \$3,500, \$3,600 and \$3,700, respectively, unless there is a change in activity by the District which results in additional audit work or if Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District may terminate this agreement, with or without consent, upon thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the date of the notice of termination subject to any offsets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

OTC Community Development District

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We appreciate the opportunity to be of service to OTC Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,


Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of OTC Community Development District.

DocuSigned by:

By:

3FE774DC69854A7...
Title: District Manager
Date: 10/4/2021



AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

February 20, 2020

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,
FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

SIXTH ORDER OF BUSINESS

Hopping Green & Sams

Attorneys and Counselors

July 22, 2021

VIA ELECTRONIC MAIL

OTC CDD
c/o Jim Perry
Governmental Management Services – North Florida
475 West Towne Place, Suite 114
St. Augustine, Florida 32092
jperry@govmgtsvc.com


RE: JOINT LETTER BY HOPPING GREEN & SAMS AND KE LAW GROUP, PLLC, ANNOUNCING THE DEPARTURE OF ROY VAN WYK, JERE EARLYWINE, SARAH WARREN, AND JENNIFER KILINSKI TO KE LAW GROUP, PLLC

Dear Jim,

As of July 19, 2021, Roy Van Wyk, Jere Earlywine, Sarah Warren, Lauren Gentry, and Jennifer Kilinski ("Attorneys") will be withdrawing as Attorneys from Hopping Green & Sams, P.A. ("HGS") and will be working for KE Law Group, PLLC ("KE Law"). Attorneys have provided services in connection with this Firm's representation of the Client on the above referenced matter(s) (the "Client Matters"). While Attorneys through their new firm, KE Law, and HGS, are each prepared to continue as the Clients' legal counsel with respect to the Client Matters, it is the Client's choice as to who should serve as its legal counsel, and whether the Client Matters and files should be transferred to KE Law, or remain with HGS.

Please select one of the following alternatives:

1. ALTERNATIVE #1. The Client asks that the Client Matters be transferred to Attorneys and their new firm, KE Law. Please transfer to Attorneys and their new firm all original files and electronic files relating to the Client Matters. The Client understands that HGS will have the right to keep a copy of those files. HGS's legal representation of the Client will cease on the date of HGS's receipt of their written notice. After that date, Attorneys and their new firm, KE Law, will be responsible for legal representation of the Client in the Client Matters. To the extent that HGS is holding any trust funds or other property of the Client, HGS is further instructed to transfer such funds or property KE Law.

DocuSigned by:

734622643B82452...
**(Please sign if you want Alternative #1; [DATE]
otherwise, do not sign on this line.)**

2. ALTERNATIVE #2. The Client does not want any files or pending matters transferred to Attorneys or their new firm. HGS should continue to serve as the Clients' legal counsel for all pending matters until the attorney-client relationship is changed sometime after the date of this document. All Client Matters and files should remain in the custody of HGS until further notice.

**(Please sign if you want Alternative #2; [DATE]
otherwise, do not sign this line.)**

3. If you do not want either Alternative #1 or Alternative #2, please advise us what we should do regarding your matters and files.

(Please sign here if you have [DATE]
Given instructions under Alternative
#3; otherwise do not sign on this line.)

After you have completed and signed this form, please send a copy via electronic mail to JasonM@hgslaw.com, AmyC@hgslaw.com and MarkS@hgslaw.com, with a copy to roy@kelawgroup.com, jere@kelawgroup.com, sarah@kelawgroup.com, lauren@kelawgroup.com, jennifer@kelawgroup.com.

Thank you for your consideration and assistance.

HOPPING GREEN & SAMS, P.A.



By: Jonathan Johnson

Its: President

Date: July 22, 2021

KE LAW GROUP, PLLC



By: Jere Earlywine

Its: Authorized Member

Date: July 22, 2021



P.O. Box 6386, Tallahassee, Florida 32314

**KE LAW GROUP, PLLC FEE AGREEMENT WITH
OTC COMMUNITY DEVELOPMENT DISTRICT**

I. PARTIES

THIS AGREEMENT is made and entered into by and between the following parties:

- A. OTC Community Development District ("Client")
Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

and

- B. KE LAW GROUP, PLLC ("KE Law")
Post Office Box 6386
Tallahassee, Florida 32314

II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain KE Law as its attorney and legal representative for counseling and representation for the purpose of providing advice and counsel regarding the OTC Community Development District.
- B. KE Law accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above.

III. CLIENT FILES

The files and work product material ("client file") of the Client generated or received by KE Law will be maintained by KE Law in its regular offices. At the conclusion of the representation, the client file will be stored by KE Law for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that KE Law may confidentially destroy or shred the client file, unless KE Law is provided a written request from the Client requesting return of the client file, to which KE Law will return the client file at the Client's expense.

IV. FEES

A. The Client agrees to compensate KE Law for services rendered in connection with any matters covered by this Agreement according to the agreed upon hourly billing rates for individual KE Law lawyers, plus actual expenses incurred by KE Law in accordance with the attached standard Expense Reimbursement Policy (Attachment A, incorporated herein by reference). The hourly rates of the attorneys who are initially expected to handle the bulk of Client's work is Jennifer Kilinski at \$350/hour. Associate attorneys will be billed between \$265/hour to \$285/hour. To the extent other KE Law attorneys or law clerks provide work on this matter, those rates will be provided to Client. Paralegals are billed at \$170/hour, contract attorneys \$250/hour and the range of hourly rates for other KE Law attorneys is \$265-\$450/hour. KE Law endeavors to take yearly review of rates and any increases above \$5/hour per fiscal year shall require Client consent.

B. To the extent practicable and consistent with the requirements of sound legal representation, KE Law will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate so long as he or she has the requisite knowledge and experience. KE Law's hourly billing rates are reevaluated annually prior to the beginning of the calendar year and are subject to change each year at that time.

C. In addition to billing for hourly rates, KE Law will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached standard Expense Reimbursement Policy (Attachment A).

V. FLORIDA EXECUTIVE AND LEGISLATIVE BRANCH LOBBYING LAWS

Florida law requires any individual participating in executive or legislative branch lobbying to register as an executive or legislative branch lobbyist and report any fees associated with such representation. To the extent that KE Law represents Client on matters before executive branch agencies, or before applicable legislative entities, Client agrees to sign client consent forms required by Florida lobbying law and agrees to registration of KE Law attorneys as lobbyists and the reporting of fees associated with such representation.

VI. BILLING AND PAYMENT

The Client agrees to pay KE Law monthly billings for fees and expenses incurred within thirty (30) days following receipt of a statement from KE Law. KE Law shall not be obligated to perform further legal services under this Fee Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of fees shall be a basis for KE Law to immediately withdraw from the representation without regard to remaining actions necessitating attention by KE Law as part of the representation.

VII. DEFAULT

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VIII. CONFLICTS

It is important to disclose that KE Law represents a number of special districts, builders, developers, and other entities throughout Florida relating to community development districts and other special districts. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) KE Law will be able to provide competent and diligent representation of Client, regardless of KE Law's other representations, and (3) there is not a substantial risk that KE Law's representation of Client would be materially limited by KE Law's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this fee proposal will constitute your waiver of any "conflict" with KE Law's representation of various special districts, builders, developers, and other entities relating to community development districts and other special districts in Florida.

VIII. TERMINATION

Either party may terminate this Fee Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

IX. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by KE Law and the Client. The contract formed between KE Law and the Client shall be the operational contract between the parties.

X. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

DocuSigned by:
Michelle Pierce
OTC Community Development District

By: Michelle Pierce

Date: 1/3/2022

Jennifer Kilinski
KE Law Group, PLLC

By: Jennifer Kilinski

Date: December 28, 2021

ATTACHMENT A

KE LAW GROUP PLLC - EXPENSE REIMBURSEMENT POLICY

The following is KE Law Groups' standard expense reimbursement policy. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter. All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Interest

For all statements outstanding ninety (90) days past the invoice date, simple interest at a rate of one percent (1%) per month (twelve percent per annum) will be assessed on the outstanding fees and expenses.

Printing and Mailing

In-house photocopying and printing is charged at \$0.25 per page (black & white) and \$.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Outgoing facsimile transmissions are charged at \$1.00 per page. There is no charge for incoming faxes.

Postage and Delivery.

Postage is billed at actual cost. Overnight delivery is billed at actual cost. Local messenger service is billed at the IRS approved reimbursement rate.

Computerized Legal Research

Charges for computerized legal research are billed at an amount approximating actual cost.

Travel

Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the IRS approved reimbursement rate.

Consultants

. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consultants are employed by the firm, their charges are passed-through with no mark-up. The client is responsible for notifying the firm of any billing arrangements or procedures which the client requires of the consultant.

Other Expenses.

Other outside expenses, such as court reporters, agency copies, etc. are billed at actual cost.

Word Processing and Secretarial Overtime

No charge is made for word processing.

No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

SEVENTH ORDER OF BUSINESS

July 27, 2021

Mr. James Perry
OTC Community Development District
Town Center 1 at World Golf Village
475 West Town Place, Suite 114
St. Augustine, FL 32092

**Re: Consulting Engineer's Report, Section 9.21 of the Master Trust Indenture
OTC Community Development District
Fiscal Year 2021
ETM Proj Numb: 06-195**

Dear Mr. Perry:

In accordance with Section 9.21. of the Master Trust Indenture for the 2007A Bonds, we have completed our annual review of the portions of the project within the OTC Community Development District constructed to date. We find these portions have been maintained in good repair. The CDD improvements on CDD property is limited to the two stormwater management facilities.

We have reviewed the Operations and Maintenance budget for fiscal year 2021 and believe it is sufficient for proper maintenance of the OTC Community Development District.

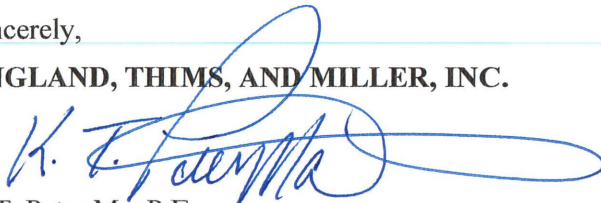
1. Stormwater Ponds

We are not qualified to provide specific insurance recommendations and recommend that the insurance coverage amounts be reviewed by the District Manager annually to confirm the coverages and current replacement costs are appropriate.

If you have any questions, please contact our office.

Sincerely,

ENGLAND, THIMS, AND MILLER, INC.



K.T. Peter Ma, P.E.
Executive Vice President/Shareholder
District Engineer

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EIGHTH ORDER OF BUSINESS

RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OTC COMMUNITY DEVELOPMENT DISTRICT MAKING CERTAIN FINDINGS; WAIVING A PORTION OF RULE 1.3(1), RULES OF PROCEDURE; PROVIDING FOR REASONABLE NOTICE OF BOARD MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the OTC Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Jacksonville, Florida; and

WHEREAS, the District’s Board of Supervisors (“Board”) holds public meetings, hearings, and workshops (together, “meetings”) for the purpose of conducting District business; and

WHEREAS, Section 189.015, *Florida Statutes*, requires that the District file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities, and publish said notice in accordance with statutory requirements, and such regularly scheduled meetings are required to be listed on the District’s website by Section 189.069(2)(a), *Florida Statutes*; and

WHEREAS, Section 286.011(1), *Florida Statutes*, requires the District to provide reasonable notice of all meetings of its Board; and

WHEREAS, the District previously adopted Rule 1.3(1) of its Rules of Procedure providing, among other things, that “Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board,” and that “Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located”; and

WHEREAS, the Board finds that providing the published notice required by Section 189.015, *Florida Statutes*, together with posting meeting dates, times, and locations on the District’s website, constitutes reasonable notice for purposes of Section 286.011(1), *Florida Statutes*; and

WHEREAS, the Board accordingly finds that it is in the District’s best interests to waive the requirement of Rule 1.3(1) that published notice of meetings may not be published more than thirty (30) days before the meeting, and to set forth alternative minimum standards for reasonable notice of Board meetings.

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

SECTION 1. RECITALS. The above stated recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. FINDINGS. The Board hereby finds providing the published notice required by Section 189.015, *Florida Statutes*, together with posting meeting dates, times, and locations on the District's website, constitutes reasonable notice for purposes of Section 286.011(1), *Florida Statutes*.

SECTION 3. WAIVER. The Board hereby waives the provision of Rule 1.3(1) of the District's Rules of Procedure that the required published notice of meetings may not be published more than thirty (30) days before the meeting. Publication of the quarterly, semiannual, or annual meeting notice as required by Section 189.015, *Florida Statutes*, is deemed to satisfy the requirement for published notice in Rule 1.3(1) of the District's Rules of Procedure for those meetings included in the quarterly, semiannual, or annual notice. This Resolution does not supersede any requirements of the Florida Statutes as to additional published notice required for any meeting or hearing of the District.

SECTION 4. REASONABLE NOTICE.

- A. **Regular meetings.** The District Manager is directed to (a) file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities, and publish said notice in accordance with statutory requirements; (b) post the date, time, and location of all regular meetings on the District's website at least seven (7) days prior to each meeting; and (c) take any other actions as are reasonable under the circumstances to provide notice of meetings.
- B. **Special meetings.** For any meeting not included in the quarterly, semiannual, or annual notice, the District Manager is directed to (a) publish an additional notice at least seven (7) days before said meeting in the manner specified in Rule 1.3(1), and (b) post the date, time, and location on the District's website at least seven (7) days prior to each meeting, and (c) take any other actions as are reasonable under the circumstances to provide notice of meetings.
- C. **Statutorily required notice.** Where the Florida Statutes require published notice of certain meetings or hearings, including but not limited to budget hearings, assessment hearings, rulemaking hearings, and others, the District Manager is directed to strictly comply with such requirements.

SECTION 5. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 9th day of February, 2022.

ATTEST:

**OTC COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

NINTH ORDER OF BUSINESS

RESOLUTION 2022-04

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE OTC COMMUNITY DEVELOPMENT DISTRICT
AUTHORIZING AND APPROVING CHANGE OF
DESIGNATED REGISTERED AGENT AND REGISTERED
OFFICE.**

WHEREAS, the OTC Community Development District (“District”) is a local unit of limited special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Jacksonville, Florida; and

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of records keeping and accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

Section 1. Ernesto Torres is hereby designated as Registered Agent for the District.

Section 2. The District's Registered Office shall be located at Governmental Management Services – North Florida, LLC, 475 West Town Place, Suite 114, St. Augustine, FL 32092.

Section 3. In accordance with Section 189.014(1), *Florida Statutes*, the District’s Secretary is hereby directed to file certified copies of this resolution with Duval County and the Florida Department of Economic Opportunity.

Section 4. This Resolution shall become effective on upon its adoption.

PASSED AND ADOPTED THIS 9TH DAY OF FEBRUARY, 2022.

ATTEST:

**OTC COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

TENTH ORDER OF BUSINESS

RESOLUTION 2022-05

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

WHEREAS, the OTC Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Jacksonville, Florida; and

WHEREAS, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District (“Board”) accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

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

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

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 9th day of February, 2022.

ATTEST:

OTC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

EXHIBIT A

**OTC COMMUNITY DEVELOPMENT
DISTRICT**

Prompt Payment Policies and Procedures

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

February 9, 2022

OTC Community Development District
Prompt Payment Policies and Procedures

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I. Purpose

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

II. Scope

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

III. Definitions

A. Agent

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

B. Construction Services

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

C. Contractor or Provider of Construction Services

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

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

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

F. Improper Payment Request

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

G. Non-Construction Goods and Services

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

H. Proper Invoice

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

I. Proper Payment Request

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

J. Provider

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

K. Purchase

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

L. Vendor

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

IV. Proper Invoice/Payment Request Requirements

A. General

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

B. Sales Tax

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

C. Federal Identification and Social Security Numbers

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

Providers should notify the District Manager when changes in data occur (telephone 904-940-5850), email: etorres@gmsnf.com.

D. Proper Invoice for Non-Construction Goods and Services

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

1. Name of Vendor
2. Remittance address
3. Invoice Date

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

E. Proper Payment Request Requirements for Construction Services

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

V. Submission of Invoices and Payment Requests

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

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

- 1. Mailing and Drop Off Address**
OTC Community Development District
c/o Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager
- 2. Email Address**
etorres@gmsnf.com

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

- 1. Receipt of Proper Invoice**
Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.
- 2. Receipt of Improper Invoice**
If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:
 - a. On which delivery of personal property is fully accepted by the District;
 - b. On which services are completed and accepted by the District;
 - c. On which the contracted rental period begins (if applicable); or
 - d. On which the District and the Vendor agree in a written agreement that provides payment due dates.
- 3. Rejection of an Improper Invoice**
The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

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

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the

corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

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

4. Payment of Undisputed Portion of Invoice

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

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

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

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

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

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

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

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

VII. Resolution of Disputes

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

A. Dispute between the District and a Provider

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

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section [218.735](#)(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

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

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

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

X. Late Payment Interest Charges

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

A. Related to Non-Construction Goods and Services

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

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

B. Related to Construction Services

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

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

C. Report of Interest

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

ELEVENTH ORDER OF BUSINESS

A.



MEMORANDUM

To: District Manager
District Engineer

From: District Counsel

Date: October 12, 2021

Subject: Stormwater Management Needs Analysis
(Chapter 2021-194, Laws of Florida/HB53)

We are writing with an update regarding the new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s).

The Office of Economic and Demographic Research (“OEDR”) recently promulgated additional details and an excel template for reporting the stormwater needs analyses (attached hereto for reference). Similar documents for the wastewater needs analyses will be available soon at which time we will again supplement this memorandum.

A brief summary of the new law and its requirements were set forth in our previous memorandum, attached to this memorandum for your reference in **Exhibit A**. Please feel free to contact us with any questions.

When is the deadline?

For both wastewater and stormwater, the first analysis must be submitted by **June 30, 2022** and updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

What steps should the District take?

- District engineers should review the stormwater needs analysis excel workbook and submit a work authorization for approval by the District’s Board prior to commencing work. We recommend presenting the work authorization to the Board as soon as is practical, but no later than the first quarter of 2022.
- District managers should review the stormwater needs analysis excel workbook and start entering information that is readily available. The district manager may be able to complete the “background information” section and provide data on stormwater O&M expenditures, among other assistance.
- Once the work authorization is approved, the district manager should work with the district engineer to complete the remainder of the stormwater needs analyses with the final version submitted to the District no later than May 15, 2022.



- In some cases, districts may require outside consulting or evaluation to complete the needs analyses. Since the necessity of this additional step may not be immediately apparent, we recommend that district managers begin coordinating with their engineers as soon as possible.

Stormwater Needs Analysis Resources from OEDR

- OEDR website <http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm>
- Excel Workbook (stormwater needs analysis reporting template)
http://edr.state.fl.us/Content/natural-resources/Stormwater_Needs_Analysis.xlsx
(last updated October 8, 2021)
- PDF Version for (essentially the same as the Excel workbook)
http://edr.state.fl.us/Content/natural-resources/Stormwater_Needs_Analysis.pdf
(last updated October 8, 2021)

Wastewater Needs Analysis Resources from OEDR

- Forthcoming.

Exhibit A



MEMORANDUM

To: District Manager, District Engineer
From: District Counsel
Date: September 7, 2021
Subject: Wastewater Services and Stormwater Management Needs Analysis
(Chapter 2021-194, Laws of Florida/HB53)

We are writing to inform you of a new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s). The requirements relating to wastewater services are found in Section 4 of Chapter 2021-194, Laws of Florida, creating Section 403.9301, Florida Statutes, and the requirements relating to stormwater management programs and systems are found in Section 5 of Chapter 2021-194, Laws of Florida, creating Section 403.9302, Florida Statutes (attached hereto for reference).

A brief summary of the new law and its requirements is set forth below. Please feel free to contact us with any questions.

What is required?

The Office of Economic and Demographic Research (“OEDR”) is expected to promulgate additional details about the requirements of the needs analyses. However, certain general requirements are set forth in the new law.

For wastewater services, the needs analysis must include:

- a) A detailed description of the facilities used to provide wastewater services.
- b) The number of current and projected connections and residents served calculated in 5-year increments.
- c) The current and projected service area for wastewater services.
- d) The current and projected cost of providing wastewater services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

For stormwater management programs and stormwater management systems, the needs analysis must include:

- a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.
- b) The number of current and projected residents served calculated in 5-year increments.



- c) The current and projected service area for the stormwater management program or stormwater management system.
- d) The current and projected cost of providing services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

When is the deadline?

For both wastewater and stormwater, the first analysis must be created by **June 30, 2022**, and the analysis must be updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

What steps should districts take?

District engineers and district managers should begin by evaluating what information is already available to the district, and what new information may need to be gathered. Each district should approve a work authorization for their district engineer to create the needs analysis report and should consider proposals for any outside consulting or evaluation that may be necessary, though in most cases we expect this will not be required. In order to provide ample time for completion of the necessary needs analysis reports, we recommend presenting these items for board consideration no later than the first quarter of 2022, or as soon thereafter as is practical. OEDR is anticipated to provide further guidelines for the reporting requirements, none of which we expect to be particularly burdensome, and which will likely include information readily available to districts' engineering and/or environmental professionals. Once we receive further guidance, we will supplement this informational memorandum.

CHAPTER 2021-194

Committee Substitute for Committee Substitute for Committee Substitute for House Bill No. 53

An act relating to public works; amending s. 255.0991, F.S.; revising a prohibition relating to any solicitation for construction services paid for with state appropriated funds; amending s. 255.0992, F.S.; revising the definition of the term “public works project”; prohibiting the state or any political subdivision that contracts for a public works project from taking specified action against certain persons that are engaged in a public works project or have submitted a bid for such a project; providing applicability; amending s. 403.928, F.S.; requiring the Office of Economic and Demographic Research to include an analysis of certain expenditures in its annual assessment; creating s. 403.9301, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide wastewater services to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; creating s. 403.9302, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide stormwater management to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; providing a determination and declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (2) of section 255.0991, Florida Statutes, is amended to read:

255.0991 Contracts for construction services; prohibited local government preferences.—

(2) For any a competitive solicitation for construction services paid for with any in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation to prevent a certified, licensed, or registered contractor,

subcontractor, or material supplier or carrier, from participating in the bidding process that provides a preference based upon:

- (a) ~~The contractor's~~ Maintaining an office or place of business within a particular local jurisdiction;
- (b) ~~The contractor's~~ Hiring employees or subcontractors from within a particular local jurisdiction; or
- (c) ~~The contractor's~~ Prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

Section 2. Paragraph (b) of subsection (1) and subsections (2) and (3) of section 255.0992, Florida Statutes, are amended to read:

255.0992 Public works projects; prohibited governmental actions.—

(1) As used in this section, the term:

(b) “Public works project” means an activity exceeding \$1 million in value that is of which 50 percent or more of the cost will be paid for with any from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.

(2)(a) Except as required by federal or state law, the state or any political subdivision that contracts for a public works project may not take the following actions:

(a) Prevent a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on the geographic location of the company headquarters or offices of the contractor, subcontractor, or material supplier or carrier submitting a bid on a public works project or the residences of employees of such contractor, subcontractor, or material supplier or carrier.

(b) Require that a contractor, subcontractor, or material supplier or carrier engaged in a public works such project:

1. Pay employees a predetermined amount of wages or prescribe any wage rate;
2. Provide employees a specified type, amount, or rate of employee benefits;
3. Control, limit, or expand staffing; or

4. Recruit, train, or hire employees from a designated, restricted, or single source.

~~(c)(b) The state or any political subdivision that contracts for a public works project may not~~ Prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work that who is qualified, licensed, or certified as required by state or local law to perform such work from receiving information about public works opportunities or from submitting a bid on the public works project. This paragraph does not apply to vendors listed under ss. 287.133 and 287.134.

(3) This section does not apply to the following:

(a) Contracts executed under chapter 337.

(b) A use authorized by s. 212.055(1) which is approved by a majority vote of the electorate of the county or by a charter amendment approved by a majority vote of the electorate of the county.

Section 3. Paragraph (e) is added to subsection (1) of section 403.928, Florida Statutes, to read:

403.928 Assessment of water resources and conservation lands.—The Office of Economic and Demographic Research shall conduct an annual assessment of Florida's water resources and conservation lands.

(1) WATER RESOURCES.—The assessment must include all of the following:

(e) Beginning with the assessment due January 1, 2022, an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure. As part of this analysis, the office shall periodically survey public and private utilities.

Section 4. Section 403.9301, Florida Statutes, is created to read:

403.9301 Wastewater services projections.—

(1) The Legislature intends for each county, municipality, or special district providing wastewater services to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) "Domestic wastewater" has the same meaning as provided in s. 367.021.

(b) "Facility" means any equipment, structure, or other property, including sewerage systems and treatment works, used to provide wastewater services.

(c) "Treatment works" has the same meaning as provided in s. 403.031(11).

(d) “Wastewater services” means service to a sewerage system, as defined in s. 403.031(9), or service to domestic wastewater treatment works.

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing wastewater services shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the facilities used to provide wastewater services.

(b) The number of current and projected connections and residents served calculated in 5-year increments.

(c) The current and projected service area for wastewater services.

(d) The current and projected cost of providing wastewater services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its service area is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 5. Section 403.9302, Florida Statutes, is created to read:

403.9302 Stormwater management projections.—

(1) The Legislature intends for each county, municipality, or special district providing a stormwater management program or stormwater management system to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) “Facility” means any equipment, structure, or other property, including conveyance systems, used or useful in connection with providing a stormwater management program or stormwater management system.

(b) “Stormwater management program” has the same meaning as provided in s. 403.031(15).

(c) “Stormwater management system” has the same meaning as provided in s. 403.031(16).

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing a stormwater management program or stormwater management system shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.

(b) The number of current and projected residents served calculated in 5-year increments.

(c) The current and projected service area for the stormwater management program or stormwater management system.

(d) The current and projected cost of providing services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the

methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 6. The Legislature determines and declares that this act fulfills an important state interest.

Section 7. This act shall take effect July 1, 2021.

Approved by the Governor June 29, 2021.

Filed in Office Secretary of State June 29, 2021.

B.

January 31, 2022

WORK AUTHORIZATION NO. 09
OTC COMMUNITY DEVELOPMENT DISTRICT
CONTINUING SERVICES

Scope of Work for the following:

State Mandated – Storm Water Need Analysis (20 years)

ETM No. Job Number **06-195-09**

England-Thims & Miller, Inc. shall prepare a 20-year stormwater needs analysis for the **OTC** CDD to be completed by June 30, 2022. It is our understanding that the stormwater needs analysis is a requirement of the passage of House Bill 53, Section 403.9302, Florida Statutes. Since this a new requirement and will require coordinating our efforts with the District Manager to provide the analysis, we are proposing to perform this work on an hourly basis with an estimated budget. We have attached a template with our comments showing the responsibilities of the District Engineer and the District Manager.

FEE.....**HOURLY**

(BUDGET ESTIMATE: \$6,000.00)

Not to Exceed without prior authorization

Expenses shall be invoiced in accordance with previously approved General Consulting Services Contract and District Policy. Sub-consultant fees shall be invoiced at cost plus 5%.

Re: State Mandated – Storm Water Need Analysis (20 years)

ITEMS NOT INCLUDED

- | | |
|---|---|
| 1. Waste Water Needs Analysis | 23. ACOE Permitting |
| 2. NPDES Permitting / Analysis | 24. Signage Design / Permitting |
| 3. MS4 Permitting Analysis | 25. Unified Sign Plan Design / Compliance |
| 4. Geotechnical Investigations | 26. Community Development District Issues (CDD) |
| 5. Soil Boring / Analysis | 27. Homeowners Association issues |
| 6. Groundwater Modeling / testing | 28. NDPEs permit compliance |
| 7. Environmental Investigation | 29. Life Safety /Code compliance |
| 8. Wetland drawdown analysis | 30. Project Wide code compliance |
| 9. Wetland mitigation / Design / Permitting | 31. OSHA or other safety issues |
| 10. Irrigation or Irrigation supply design | 32. Administrative Hearing |
| 11. Electrical, Phone, Gas, Design / Permitting | 33. Utility Locations / Analysis / Design / Soft digs |
| 12. Lighting design / Street / Parking / etc. | 34. Consumptive Use Permitting (CUP) |
| 13. FEMA Floodplain / Model / Analysis / Permitting | 35. Historical / Archeological Issues |
| 14. Overhead Power line adjustments | 36. Endangered species |
| 15. Offsite drainage study | 37. Traffic study |
| 16. Hardscape/ Design / Permitting | 38. Pool Grading and Drainage (by others) |
| 17. Comprehensive plan | 39. Application / Permit Fees |
| 18. Fire Hydrant Testing | 40. Retaining wall or Structural design |
| 19. ADA Compliance | 41. Separate clearing / grading permit |
| 20. As-built Surveying | 42. Streetscape Design (specialty paving) |
| 21. Surveying (Topo, Bound., Route, Tree, Rw) | 43. Utility Locations / Analysis / Design / Soft digs |
| 22. Const. Stakeout / Locates / Verification | |

**ENGLAND-THIMS & MILLER, INC.
HOURLY FEE SCHEDULE – 2022**

CEO/CSO.....	\$375.00/Hr.
President.....	\$330.00/Hr.
Executive Vice President.....	\$320.00/Hr.
Vice President	\$257.00/Hr.
Senior Engineer/ Senior Project Manager.....	\$205.00/Hr.
Project Manager	\$190.00/Hr.
Director.....	\$175.00/Hr.
Engineer.....	\$165.00/Hr.
Assistant Project Manager	\$155.00/Hr.
Senior Planner /Planning Manager.....	\$190.00/Hr.
Planner.....	\$155.00/Hr.
CEI Project Manager.....	\$175.00/Hr.
CEI Senior Inspector.....	\$155.00/Hr.
CEI Inspector	\$125.00/Hr.
Senior Landscape Architect.....	\$175.00/Hr.
Landscape Architect.....	\$160.00/Hr.
Senior Technician.....	\$155.00/Hr.
GIS Developer / Senior Analyst.....	\$170.00/Hr.
GIS Analyst	\$140.00/Hr.
Senior Engineering Designer / Senior LA Designer.....	\$160.00/Hr.
Engineering Intern	\$140.00/Hr.
Engineering/Landscape Designer.....	\$140.00/Hr.
CADD/GIS Technician.....	\$125.00/Hr.
Administrative Support.....	\$90.00/Hr.

Re: State Mandated – Storm Water Need Analysis (20 years)

Please indicate your agreement with this proposal by signing in the space provided and return one copy to our office.

If you should have any questions or require additional information, please call. Thank you for this opportunity to be of professional service.

Yours sincerely,

Accepted this _____ day, 2022

ENGLAND, THIMS & MILLER, INC.



K.T. Peter Ma, P.E.
Executive Vice President

of: _____

By: _____

For: _____

SAW:SJL:shb

THIRTEENTH ORDER OF BUSINESS

A.

OTC

Community Development District

Unaudited Financial Reporting
December 31, 2021



OTC
Community Development District
Combined Balance Sheet
December 31, 2021

	<u>Governmental Fund Types</u>			Totals
	General	Debt Service	Capital Reserve	(Memorandum Only) 2022
<u>Assets:</u>				
Cash	\$486,864	---	\$39,626	\$526,490
Investments:				
Reserve	---	\$542,012	---	\$542,012
Revenue	---	\$94,070	---	\$94,070
Sinking	---	\$1	---	\$1
Redemption	---	\$133	---	\$133
Due from General Fund	---	\$386,282	---	\$386,282
Total Assets	\$486,864	\$1,022,498	\$39,626	\$1,548,988
<u>Liabilities:</u>				
Accounts Payable	\$183	---	---	\$183
Due to Debt Service	\$386,282	---	---	\$386,282
<u>Fund Balances:</u>				
Restricted for Debt Service	---	\$1,022,498	---	\$1,022,498
Unassigned	\$100,400	---	\$39,626	\$140,026
Total Liabilities and Fund Equity	\$486,864	\$1,022,498	\$39,626	\$1,548,988

OTC
Community Development District
Statement of Revenues & Expenditures
For The Period Ending December 31, 2021

Description	ADOPTED BUDGET	PRORATED	ACTUAL	VARIANCE
		BUDGET	THRU 12/31/21	
Revenues:				
Assessments-Tax Collector	\$74,525	\$71,941	\$71,941	\$0
Carry Forward Surplus	\$7,714	\$0	\$0	\$0
Total Revenues	\$82,239	\$71,941	\$71,941	\$0
Expenditures				
<u>Administrative</u>				
Supervisors	\$1,800	\$450	\$0	\$450
FICA Expense	\$138	\$34	\$0	\$34
Engineering Fees	\$2,000	\$500	\$0	\$500
Attorney Fees	\$7,500	\$1,875	\$461	\$1,415
Arbitrage	\$600	\$150	\$0	\$150
Annual Audit	\$3,900	\$975	\$0	\$975
Assessment Roll	\$5,000	\$5,000	\$5,000	\$0
Dissemination	\$5,825	\$1,456	\$1,375	\$81
Trustee Fees	\$3,600	\$3,600	\$3,500	\$100
Management Fees - GMS	\$35,000	\$8,750	\$8,750	(\$0)
Information Technology	\$1,675	\$419	\$419	\$0
Website Maintenance	\$825	\$206	\$138	\$69
Telephone	\$50	\$13	\$0	\$13
Postage	\$400	\$100	\$5	\$95
Printing & Binding	\$700	\$175	\$4	\$171
Insurance	\$7,153	\$7,153	\$6,731	\$422
Travel	\$250	\$63	\$0	\$63
Legal Advertising	\$2,000	\$500	\$313	\$188
Other Current Charges	\$1,000	\$250	\$61	\$189
Office Supplies	\$100	\$25	\$0	\$25
Dues, Licenses, Subscriptions	\$175	\$175	\$175	\$0
Capital Outlay	\$100	\$25	\$0	\$25
Total Administrative Expenses	\$79,791	\$31,894	\$26,930	\$4,964
<u>Maintenance</u>				
Stormwater Maintenance	\$2,448	\$612	\$0	\$612
Total Maintenance Expenses	\$2,448	\$612	\$0	\$612
Total Expenditures	\$82,239	\$32,506	\$26,930	\$5,576
Excess Revenues/Expenses	\$0		\$45,011	
Net Change in Fund Balance	\$0		\$45,011	
Fund Balance - Beginning	\$0		\$55,389	
Fund Balance - Ending	\$0		\$100,400	

OTC
Community Development District
General Fund
Month By Month Income Statement
Fiscal Year 2022

[illegible]

OTC
Community Development District
Debt Service Fund
Statement of Revenues & Expenditures
For The Period Ending December 31, 2021

Description	ADOPTED	PRORATED	ACTUAL	VARIANCE
	BUDGET	BUDGET		
	THRU 12/31/21	THRU 12/31/21	THRU 12/31/21	
Revenues:				
Assessment - On Roll	\$652,885	\$630,246	\$630,246	\$0
Interest Income	\$100	\$25	\$17	(\$8)
Total Revenues	\$652,985	\$630,271	\$630,262	(\$8)
Expenditures				
<i>Series 2007</i>				
Interest Expense - 11/1	\$176,358	\$176,358	\$176,358	\$0
Interest Expense - 5/1	\$176,358	\$0	\$0	\$0
Principal Expense - 5/1	\$250,000	\$0	\$0	\$0
Total Expenditures	\$602,715	\$176,358	\$176,358	\$0
Excess Revenues (Expenditures)	\$50,270		\$453,905	
Fund Balance - Beginning	\$323,665		\$568,593	
Fund Balance - Ending	\$373,935		\$1,022,498	

OTC
Community Development District
Capital Reserve Fund
Statement of Revenues & Expenditures
For The Period Ending December 31, 2021

Description	ADOPTED	PRORATED	ACTUAL	VARIANCE
	BUDGET	BUDGET	THRU 12/31/21	
		THRU 12/31/21	THRU 12/31/21	
<u>Revenues:</u>				
Interest - SBA	\$100	\$25	\$11	(\$14)
Total Revenues	\$100	\$25	\$11	(\$14)
<u>Expenditures</u>				
Capital Outlay	\$0	\$0	\$0	\$0
Total Expenditures	\$0	\$0	\$0	\$0
Excess Revenues (Expenditures)	\$100		\$11	
Net Change in Fund Balance	\$100		\$11	
Fund Balance - Beginning	\$81,131		\$39,615	
Fund Balance - Ending	\$81,231		\$39,626	

OTC
Community Development District
Long Term Debt Report

Series 2007A Special Assessments Bonds

Interest Rate:	5.33%
Maturity Date:	5/1/2038
Reserve Fund Definition:	50% Max Annual Debt
Reserve Fund Requirement:	\$298,045.00
Reserve Fund Balance:	\$542,011.97
Bonds outstanding - 9/30/2013	\$8,850,000
Less: November 1, 2013 (Special Call)	(\$15,000)
Less: May 1, 2014 (Mandatory)	(\$175,000)
Less: November 1, 2014 (Special Call)	(\$15,000)
Less: May 1, 2015 (Mandatory)	(\$230,000)
Less: November 1, 2015 (Special Call)	(\$15,000)
Less: May 2, 2016 (Mandatory)	(\$210,000)
Less: November 1, 2016 (Special Call)	(\$20,000)
Less: May 1, 2017 (Mandatory)	(\$215,000)
Less: November 1, 2017 (Special Call)	(\$230,000)
Less: May 1, 2018 (Mandatory)	(\$210,000)
Less: May 1, 2019 (Mandatory)	(\$225,000)
Less: May 1, 2020 (Mandatory)	(\$235,000)
Less: May 1, 2020 (Special Call)	(\$140,000)
Less: November 1, 2020 (Special Call)	(\$20,000)
Less: May 1, 2021 (Mandatory)	(\$235,000)
Less: May 1, 2021 (Special Call)	(\$5,000)
Current Bonds Outstanding	\$6,655,000

B.

OTC COMMUNITY DEVELOPMENT DISTRICT

SUMMARY OF FY2022 ASSESSMENT RECEIPTS

TOTAL TAX ROLL	# UNITS ASSESSED	DEBT ASSESSED	O&M ASSESSED	TOTAL ASSESSED
NET REVENUE TAX ROLL	780,000	652,885.01	74,525.00	727,410.01

[illegible]

BALANCE DUE	25,223.54	22,639.33	2,584.21	
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% COLLECTED	96.5%
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C.

OTC
Community Development District

Check Run Summary

from 7/1/21 thru 1/31/22

Fund	Date	Check Numbers	Amount
General Fund			
Payroll			
	7/19/21	50026-50028	\$ 554.10
		Subtotal	<u>\$ 554.10</u>
Accounts Payable			
	7/2/21	708-709	\$ 2,828.00
	7/13/21	710-713	\$ 30,391.21
	8/6/21	714	\$ 3,779.82
	8/17/21	715-716	\$ 1,100.00
	8/25/21	717	\$ 798.09
	9/7/21	718	\$ 1,394.50
	9/22/21	719-721	\$ 10,506.23
	10/12/21	722-723	\$ 3,596.50
	10/26/21	724-726	\$ 3,984.88
	12/3/21	727-728	\$ 3,875.52
	12/16/21	729	\$ 8,595.25
	12/28/21	730	\$ 243,963.99
	1/13/22	731	\$ 182.50
		Subtotal	<u>\$ 314,996.49</u>
Total			\$ 315,550.59

PR300R

PAYROLL CHECK REGISTER

RUN 7/19/21 PAGE 1

CHECK #	EMP #	EMPLOYEE NAME	CHECK AMOUNT	CHECK DATE
50026	3	KURT R VONDEROSTEN	184.70	7/19/2021
50027	1	ROCKWELL A. MORRIS	184.70	7/19/2021
50028	2	ROSE S. BOCK	184.70	7/19/2021
TOTAL FOR REGISTER			554.10	

OTC OAKLEAF

DLAUGHLIN

Attendance Sheet

District Name: OTC CDD

Board Meeting Date: July 14, 2021

	Name	In Attendance	Fee
1	Michelle Piece <i>Chairperson</i>	<input checked="" type="checkbox"/>	No
2	Rose Bock <i>Vice Chairman</i>	<input checked="" type="checkbox"/>	YES - \$200
3	Rocky Morris <i>Assistant Secretary</i>	<input checked="" type="checkbox"/>	YES - \$200
4	Kurt von der Osten <i>Assistant Secretary</i>	<input checked="" type="checkbox"/>	YES - \$200
5	VACANT	<input type="checkbox"/>	

The Supervisors present at the above-referenced meeting should be compensated accordingly.

Approved for Payment:


District Manager Signature

July 14, 2021
Date

PLEASE RETURN COMPLETED FORM TO DANIEL LAUGHLIN

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
7/02/21	00026	3/10/21 5	202103 310-51300-31400		*	100.00	
			AMORT SCHD SE2007A 11/1/2				
				DISCLOSURE SERVICES LLC			100.00 000708
7/02/21	00022	6/25/21	06252021 202106 300-58100-10000		*	2,728.00	
			FY21 CAP RESERVE FUNDING				
				OTC CDD C/O SBA			2,728.00 000709
7/13/21	00002	7/01/21	200 202107 310-51300-34000		*	2,916.67	
			JULY MANAGEMENT FEES				
		7/01/21	200 202107 310-51300-35100		*	166.67	
			JULY INFORMATION TECH				
		7/01/21	200 202107 310-51300-31400		*	479.17	
			JULY DISSEM AGENT SRVS				
		7/01/21	200 202107 310-51300-51000		*	.06	
			OFFICE SUPPLIES				
		7/01/21	200 202107 310-51300-42000		*	1.02	
			POSTAGE				
		7/01/21	200 202107 310-51300-42500		*	.45	
			COPIES				
		7/01/21	200 202107 310-51300-41000		*	7.11	
			TELEPHONE				
				GOVERNMENTAL MANAGEMENT SERVICES			3,571.15 000710
7/13/21	00008	6/30/21	123678 202105 310-51300-31500		*	1,983.50	
			MAY GENERAL COUNSEL				
				HOPPING GREEN & SAMS			1,983.50 000711
7/13/21	00021	7/03/21	07032021 202107 300-20700-10100		*	11,409.20	
			DUVAL TAX DIST 15				
		7/03/21	07032021 202107 300-20700-10100		*	9,927.36	
			DUVAL TAX DIST 16				
				OTC CDD - REVENUE ACCOUNT			21,336.56 000712
7/13/21	00012	2/25/21	149 202010 310-51300-32300		*	3,500.00	
			FY20 TRUSTEE FEE				
				REGIONS BANK			3,500.00 000713
8/06/21	00002	8/01/21	201 202108 310-51300-34000		*	2,916.67	
			AUG MANAGEMENT FEES				
		8/01/21	201 202108 310-51300-35100		*	166.67	
			AUG INFORMATION TECH				
		8/01/21	201 202108 310-51300-31400		*	479.17	
			AUG DISSEM AGENT SERVICES				
		8/01/21	201 202108 310-51300-51000		*	12.50	
			OFFICE SUPPLIES				
				OTC OAKLEAF OKUZMUK			

*** CHECK DATES 07/01/2021 - 01/31/2022 ***
 OTC - GENERAL
 BANK A OTC - GENERAL

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
		8/01/21 201	202108 310-51300-42000		*	118.71	
		POSTAGE					
		8/01/21 201	202108 310-51300-42500		*	86.10	
		COPIES					
				GOVERNMENTAL MANAGEMENT SERVICES			3,779.82 000714
8/17/21 00013		5/03/21 20986	202105 300-51300-32200		*	500.00	
		AUDIT FYE 09/30/2020					
				GRAU AND ASSOCIATES			500.00 000715
8/17/21 00013		8/12/21 21587	202108 310-51300-31600		*	600.00	
		ARB SE 2007A FYE 02/28/21					
				GRAU AND ASSOCIATES			600.00 000716
8/25/21 00004		8/06/21 199078	202107 310-51300-31100		*	798.09	
		JUL PROFESSIONAL SERVICES					
				ENGLAND, THIMS & MILLER, INC.			798.09 000717
9/07/21 00008		8/27/21 124833	202106 310-51300-31500		*	1,394.50	
		JUN GEN COUNSEL MTHLY MTG					
				HOPPING GREEN & SAMS			1,394.50 000718
9/22/21 00017		9/09/21 14160	202109 300-15500-10000		*	6,731.00	
		FY22 INSURANCE RENEWAL					
				EGIS INSUANCE ADVISORS, LLC			6,731.00 000719
9/22/21 00002		9/01/21 202	202109 310-51300-34000		*	2,916.67	
		SEPT MANAGEMENT FEES					
		9/01/21 202	202109 310-51300-35100		*	166.67	
		SEPT INFORMATION TECH					
		9/01/21 202	202109 310-51300-31400		*	479.17	
		SEPT DISSEM AGENT SERVICE					
		9/01/21 202	202109 310-51300-51000		*	.15	
		OFFICE SUPPLIES					
		9/01/21 202	202109 310-51300-42000		*	29.93	
		POSTAGE					
		9/01/21 202	202109 310-51300-42500		*	6.45	
		COPIES					
		9/01/21 202	202109 310-51300-41000		*	14.19	
		TELEPHONE					
				GOVERNMENTAL MANAGEMENT SERVICES			3,613.23 000720
9/22/21 00030		9/06/21 193	202108 310-51300-31500		*	162.00	
		AUG GENERAL COUNSEL					
				KE LAW GROUP			162.00 000721
				OTC OAKLEAF OKUZMUK			

*** CHECK DATES 07/01/2021 - 01/31/2022 ***
 OTC - GENERAL
 BANK A OTC - GENERAL

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
10/12/21	00010	9/22/21 21-06466	202109 310-51300-48000	NOTICE OF MEETING 9/22/21	*	96.50	
				JACKSONVILLE DAILY RECORD			96.50 000722
10/12/21	00012	9/08/21 96909	202110 310-51300-32300	FY21 TRUSTEE FEES	*	3,500.00	
				REGIONS BANK			3,500.00 000723
10/26/21	00020	10/01/21 85078	202110 310-51300-54000	FY22 SPECIAL DISTRICT FEE	*	175.00	
				DEPARTMENT OF ECONOMIC OPPORTUNITY			175.00 000724
10/26/21	00002	10/01/21 204	202110 310-51300-34000	OCT MANAGEMENT FEES	*	2,916.67	
		10/01/21 204	202110 310-51300-35100	OCT INFORMATION TECH	*	139.58	
		10/01/21 204	202110 310-51300-31400	OCT DISSEM AGENT SERVICES	*	437.50	
		10/01/21 204	202110 310-51300-51000	OFFICE SUPPLIES	*	.09	
		10/01/21 204	202110 310-51300-42000	POSTAGE	*	1.59	
		10/01/21 204	202110 310-51300-42500	COPIES	*	1.95	
				GOVERNMENTAL MANAGEMENT SERVICES			3,497.38 000725
10/26/21	00010	10/13/21 21-06977	202110 310-51300-48000	NOTICE OF MTG 10/13,20	*	312.50	
				JACKSONVILLE DAILY RECORD			312.50 000726
12/03/21	00002	11/01/21 205	202111 310-51300-34000	NOV MANAGEMENT FEES	*	2,916.67	
		11/01/21 205	202111 310-51300-35100	NOV INFORMATION TECH	*	139.58	
		11/01/21 205	202111 310-51300-31400	NOV DISSEM AGT SERVICES	*	468.75	
		11/01/21 205	202111 310-51300-51000	OFFICE SUPPLIES	*	.27	
		11/01/21 205	202111 310-51300-42000	POSTAGE	*	3.05	
		11/01/21 205	202111 310-51300-42500	COPIES	*	.45	
		11/01/21 205	202111 310-51300-35100	NOV WEBSITE ADMIN	*	68.75	
				GOVERNMENTAL MANAGEMENT SERVICES			3,597.52 000727
				OTC OAKLEAF OKUZMUK			

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
12/03/21	00030	11/12/21 714	202110 310-51300-31500		*	278.00	
			OCT GENERAL COUNSEL				
				KE LAW GROUP			278.00 000728
12/16/21	00002	9/17/21 203	202109 310-51300-31300		*	5,000.00	
			FY22 ASSESS ROLL CERTIF				
		12/01/21 206	202112 310-51300-34000		*	2,916.67	
			DEC MANAGEMENT FEES				
		12/01/21 206	202112 310-51300-35100		*	139.58	
			DEC INFORMATION TECH				
		12/01/21 206	202112 310-51300-31400		*	468.75	
			DEC DISSEM AGENT SERVICES				
		12/01/21 206	202112 310-51300-35100		*	68.75	
			DEC WEBSITE ADMIN				
		12/01/21 206	202112 310-51300-42500		*	1.50	
			COPIES				
				GOVERNMENTAL MANAGEMENT SERVICES			8,595.25 000729
12/28/21	00021	12/23/21 12232021	202112 300-20700-10100		*	243,963.99	
			DUVAL TAX DIST 2				
				OTC CDD - REVENUE ACCOUNT			243,963.99 000730
1/13/22	00030	1/03/22 922	202112 310-51300-31500		*	182.50	
			DEC GENERAL COUNSEL				
				KE LAW GROUP			182.50 000731
TOTAL FOR BANK A						314,996.49	
TOTAL FOR REGISTER						314,996.49	

OTC OAKLEAF OKUZMUK

Disclosure Services LLC

1005 Bradford Way
Kingston, TN 37763

Invoice

Date	Invoice #
3/10/2021	5

Bill To
OTC CDD c/o GMS, LLC

Terms	Due Date
Net 30	4/9/2021

Description	Amount
Amortization Schedule Series 2007A 11-1-20 Prepay \$20,000	100.00
1,310,513.00, 314.00 26A	
<div>RECEIVED JUN 29 2021 By _____</div>	

Total	\$100.00
Payments/Credits	\$0.00
Balance Due	\$100.00

Phone #
865-717-0976

E-mail
tcarter@disclosureservices.info

OTC
COMMUNITY DEVELOPMENT DISTRICT

General Fund

RECEIVED

JUN 25 2021

Check Request

Date	Amount	Authorized By
June 25, 2021	\$2,728.00	Oksana Kuzmuk

Payable to:

OTC CDD C/O SBA #22

Date Check Needed:

Budget Category:

ASAP	001.300.58100.10000
------	---------------------

Intended Use of Funds Requested:

FY21 Cap Reserve Funding
<i>(Attach supporting documentation for request.)</i>

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 200

Invoice Date: 7/1/21

Due Date: 7/1/21

Case:

P.O. Number:

Bill To:

OTC CDD
475 West Town Place
St. Augustine, FL 32092

2A

Description	Hours/Qty	Rate	Amount
Management Fees - July 2021	1.310.51300.34000	2,916.67	2,916.67
Information Technology - July 2021	1.310.51300.35100	166.67	166.67
Dissemination Agent Services - July 2021	1.310.51300.31400	479.17	479.17
Office Supplies	1.310.51300.51000	0.06	0.06
Postage	1.310.51300.42000	1.02	1.02
Copies	1.310.51300.42500	0.45	0.45
Telephone	1.310.51300.41000	7.11	7.11

RECEIVED
JUL 07 2021
By _____

Total	\$3,571.15
--------------	-------------------

Payments/Credits	\$0.00
-------------------------	---------------

Balance Due	\$3,571.15
--------------------	-------------------

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

STATEMENT

June 30, 2021

OTC Community Development District
c/o District Manager
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 123678
Billed through 05/31/2021

1.310.57300.31500

General Counsel/Monthly Meetings
OTCCDD 00001 RVW

FOR PROFESSIONAL SERVICES RENDERED

04/08/21	SSW	Confer with district manager regarding status of district business items.	0.30 hrs
05/03/21	AHJ	Prepare agenda items; confer with Hogge regarding same.	1.20 hrs
05/04/21	SSW	Prepare and finalize agenda items; review status of district business items; review proposed budget.	3.00 hrs
05/04/21	AHJ	Finalize agenda items; transmit same.	0.40 hrs
05/07/21	AHJ	Transmit Capitol Conversations to board.	0.10 hrs
05/12/21	SSW	Prepare for and attend board meeting.	2.00 hrs
05/25/21	MGC	Review response to auditor request letter.	0.20 hrs
05/26/21	KFS	Prepare response to auditor request letter regarding fiscal year 2019-2020.	1.20 hrs
Total fees for this matter			\$1,983.50

MATTER SUMMARY

Jaskolski, Amy H. - Paralegal	1.70 hrs	160 /hr	\$272.00
Skipper, Kay F. - Legal Assistant	1.20 hrs	110 /hr	\$132.00
Collazo, Mike	0.20 hrs	345 /hr	\$69.00
Warren, Sarah S.	5.30 hrs	285 /hr	\$1,510.50

TOTAL FEES \$1,983.50

TOTAL CHARGES FOR THIS MATTER

\$1,983.50

BILLING SUMMARY

Jaskolski, Amy H. - Paralegal	1.70 hrs	160 /hr	\$272.00
Skipper, Kay F. - Legal Assistant	1.20 hrs	110 /hr	\$132.00

Collazo, Mike	0.20 hrs	345 /hr	\$69.00
Warren, Sarah S.	5.30 hrs	285 /hr	\$1,510.50

TOTAL FEES	\$1,983.50
------------	------------

TOTAL CHARGES FOR THIS BILL	\$1,983.50
------------------------------------	-------------------

Please include the bill number with your payment.

WIRE/ACH Information

Synovus Bank

Hopping Green & Sams, P.A.

Acct. #: 3270103901

ABA #: 061100606

Give to Sheryl

OTC
COMMUNITY DEVELOPMENT DISTRICT

General Fund

Check Request

Date	Amount	Authorized By
July 3, 2021	\$21,336.56	Oksana Kuzmuk

Payable to:

OTC CDD - Revenue Account #21 ^A
--

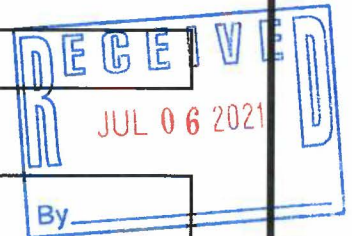
Date Check Needed:

Budget Category:

ASAP	001.300.20700.10100
------	---------------------

Intended Use of Funds Requested:

DUVAL COUNTY TAXES		
4/19/21	\$ 11,409.20	Duval Tax Dist 15
5/10/21	\$ 9,927.36	Duval Tax Dist 16
<u>\$ 21,336.56</u>		
(Attach supporting documentation for request.)		



Sheryl



OTC COMMUNITY DEVELOPMENT
DISTRICT (CITY OF JACKSONVILLE, FL)
ATTN: BRIAN SANCHEZ
475 W TOWN PLACE STE 114
ST AUGUSTINE FL 32092

Invoice: 149

CORPORATE TRUST OPERATIONS
250 RIVERCHASE PARKWAY, E.
4TH FLOOR
BIRMINGHAM, AL 35244
02/25/2021

RE OTC COMMUNITY DEVELOPMENT
DISTRICT (CITY OF JACKSONVILLE, FL)
SPECIAL ASSESSMENT BONDS
SERIES 2007A BI # 1588

12A

Please remit the following for Trustee, Paying Agent, Registrar, Custodial or Escrow Agent Fee.

Payment due by: 10/30/2020

Invoices Past Due after 60 days will incur a 1.5% late fee.

10/20/20
FY 20 Trustee fee

1-310-51300-32360

ANNUAL FEE

\$3,500.00

12A

=====
Total Amount:

\$3,500.00

Please mail payment with a copy of this Invoice to the address above. If paying by wire, please remit to the following:

ABA# 121000248

Wells Fargo

DDA# 2020050839788

Account Name: SEI Private TR CO ACF Regions Bank

For Further Credit A/C# G067Z08

Reference Invoice # 149

Please contact JANET RICARDO at 904-565-7973 with questions or concerns.

Thank you for choosing Regions Bank. We appreciate your business.



OTC COMMUNITY DEVELOPMENT
DISTRICT (CITY OF JACKSONVILLE, FL)
ATTN: BRIAN SANCHEZ
475 W TOWN PLACE STE 114
ST AUGUSTINE FL 32092

Invoice: 149

CORPORATE TRUST OPERATIONS
250 RIVERCHASE PARKWAY, E.
4TH FLOOR
BIRMINGHAM, AL 35244

02/25/2021

RE OTC COMMUNITY DEVELOPMENT
DISTRICT (CITY OF JACKSONVILLE, FL)
SPECIAL ASSESSMENT BONDS
SERIES 2007A BI # 1588

Please remit the following for Trustee, Paying Agent, Registrar, Custodial
or Escrow Agent Fee.

Payment due by: 10/30/2020

Invoices Past Due after 60 days will incur a 1.5% late fee.

ANNUAL FEE	\$3,500.00
------------	------------

=====

Total Amount:	\$3,500.00
---------------	------------

Please mail payment with a copy of this Invoice to the address above. If
paying by wire, please remit to the following:

ABA# 121000248
Wells Fargo
DDA# 2020050839788
Account Name: SEI Private TR CO ACF Regions Bank
For Further Credit A/C# G067Z08
Reference Invoice # 149

Please contact JANET RICARDO at 904-565-7973 with questions or concerns.

Thank you for choosing Regions Bank. We appreciate your business.

Governmental Management Services, LLC1001 Bradford Way
Kingston, TN 37763**Invoice**

Invoice #: 201

Invoice Date: 8/1/21

Due Date: 8/1/21

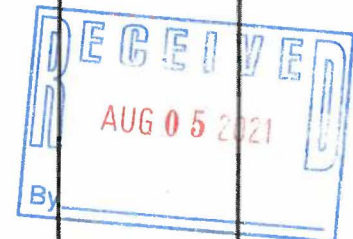
Case:

P.O. Number:

Bill To:OTC CDD
475 West Town Place
St. Augustine, FL 32092

2 A

Description	Hours/Qty	Rate	Amount
Management Fees - August 2021 1.310.513.340		2,916.67	2,916.67
Information Technology - August 2021 1.310.513.351		166.67	166.67
Dissemination Agent Services - August 2021 1.310.513.314		479.17	479.17
Office Supplies 1.310.513.510		12.50	12.50
Postage 1.310.513.420		118.71	118.71
Copies 1.310.513.425		86.10	86.10

**Total** \$3,779.82**Payments/Credits** \$0.00**Balance Due** \$3,779.82

Grau and Associates

951 W. Yamato Road, Suite 280
Boca Raton, FL 33431-
www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

OTC Community Development District
1001 Bradford Way
Kingston, TN 37763

Invoice No. 20986
Date 05/03/2021

SERVICE	AMOUNT
Audit FYE 09/30/2020	\$ 500.00
Current Amount Due	\$ 500.00

13A
1.300.51300.32200



0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
500.00	0.00	0.00	0.00	0.00	500.00

Payment due upon receipt.

Grau and Associates

951 W. Yamato Road, Suite 280
Boca Raton, FL 33431-
www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

OTC Community Development District
1001 Bradford Way
Kingston, TN 37763

Invoice No. 21587
Date 08/12/2021

SERVICE

AMOUNT

Arbitrage Series 2007A FYE 02/28/2021

\$ 600.00

1,310,513.00, 31600

Current Amount Due \$ 600.00

13A

RECEIVED

AUG 13 2021

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
600.00	0.00	500.00	0.00	0.00	1,100.00

Payment due upon receipt.



OTC CDD
c/o GMS, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

August 6, 2021
Project No: 06195.06000
Invoice No: 0199078

Project 06195.06000 OTC CDD 2013-2014 General Consulting Engineering Services
Work Description: Inspection for annual report
Professional Services rendered through July 31, 2021

Professional Personnel

	Hours	Rate	Amount
Sr. Inspector	.50	130.00	65.00
Inspector	6.50	105.00	682.50
Totals	7.00		747.50
Total Labor			747.50

Expenses

Mileage			38.08
Wireless Telephone			5.91
Total Expenses	1.15 times	43.99	50.59

Invoice Total this Period \$798.09

1,310.57300.31100

YA



England-Thim & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
14775 Old St. Augustine Road • Jacksonville, Florida 32258 • Tel 904-642-8990 • Fax 904-646-9485
CA-00002584 LC-0000316

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

August 27, 2021

OTC Community Development District
c/o District Manager
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 124833
Billed through 07/31/2021



General Counsel/Monthly Meetings
OTCCDD 00001 RVW

FOR PROFESSIONAL SERVICES RENDERED

06/22/21	SSW	Review draft annual audit and prepare comments; confer with district manager regarding same.	1.50 hrs
06/28/21	SSW	Review draft annual audit and prepare comments.	1.50 hrs
07/01/21	AHJ	Confer with Hogge regarding agenda items; prepare same.	0.70 hrs
07/14/21	SSW	Prepare for and attend board meeting; conduct meeting follow-up.	1.50 hrs
Total fees for this matter			\$1,394.50

MATTER SUMMARY

Jaskolski, Amy H. - Paralegal	0.70 hrs	160 /hr	\$112.00
Warren, Sarah S.	4.50 hrs	285 /hr	\$1,282.50

TOTAL FEES \$1,394.50

TOTAL CHARGES FOR THIS MATTER **\$1,394.50**

BILLING SUMMARY

Jaskolski, Amy H. - Paralegal	0.70 hrs	160 /hr	\$112.00
Warren, Sarah S.	4.50 hrs	285 /hr	\$1,282.50

TOTAL FEES \$1,394.50

TOTAL CHARGES FOR THIS BILL **\$1,394.50**

Please include the bill number with your payment.

WIRE/ACH Information

Synovus Bank

Hopping Green & Sams, P.A.

1.310.57300 31500
8A

=====

Acct. #: 3270103901

ABA #: 061100606

Hopping Green & Sams

Attorneys and Counselors

August 30, 2021

Via E-Mail

James A. Perry, District Manager
Governmental Management Services-NF
475 West Town Place, Suite 114
St. Augustine, Florida 32092
jperry@gmsnf.com

Re: OTC Community Development District
Hopping Green & Sams ("HGS") Final Invoice

Dear Jim:

Attached is HGS's invoice for work performed in July. In light of the recent decision to switch to KE Law Group, PLLC for legal services, this will be HGS's final invoice.

Please let us know if you have any questions regarding the attached. Otherwise, please remit payment within thirty (30) days of your receipt of this letter. It was a pleasure serving as your counsel; should you need our services in the future, please do not hesitate to let us know.

Sincerely,



Tucker F. Mackie

TFM:lk

Attachment

cc: okuzmuk@gmsnf.com





INVOICE

Customer	OTC Community Development District
Acct #	289
Date	09/09/2021
Customer Service	Kristina Rudez
Page	1 of 1

OTC Community Development District
c/o Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, FL 32092

Payment Information	
Invoice Summary	\$ 6,731.00
Payment Amount	
Payment for:	Invoice#14160
100121142	

Thank You

Please detach and return with payment



Customer: OTC Community Development District

Invoice	Effective	Transaction	Description	Amount
14160	10/01/2021	Renew policy	Policy #100121142 10/01/2021-10/01/2022 Florida Insurance Alliance <i>FY2022</i> POL,EPLI,EBL,Herb & Pest - <u>Renew</u> policy Due Date: 9/9/2021 <div style="text-align: center;">17A</div> <div style="text-align: center;"> By _____ </div>	6,731.00
				Total
				\$ 6,731.00
				Thank You
				<i>1,300.15500.10000</i>
FOR PAYMENTS SENT OVERNIGHT: Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453				

Remit Payment To: Egis Insurance Advisors, LLC	(321)233-9939	Date
Lockbox 234021 PO Box 84021		09/09/2021
Chicago, IL 60689-4002	sclimer@egisadvisors.com	

Governmental Management Services, LLC1001 Bradford Way
Kingston, TN 37763**Invoice**

Invoice #: 202

Invoice Date: 9/1/21

Due Date: 9/1/21

Case:

P.O. Number:

Bill To:OTC CDD
475 West Town Place
St. Augustine, FL 32092

2A

Description	Hours/Qty	Rate	Amount
Management Fees - September 2021 1.310.573.340		2,916.67	2,916.67
Information Technology - September 2021 1.310.573.357		166.67	166.67
Dissemination Agent Services - September 2021 1.310.573.314		479.17	479.17
Office Supplies 1.310.573.57000		0.15	0.15
Postage 1.310.573.42000		29.93	29.93
Copies 1.310.573.425000		6.45	6.45
Telephone 1.310.573.41000		14.19	14.19



By _____

Total \$3,613.23**Payments/Credits** \$0.00**Balance Due** \$3,613.23



INVOICE

P.O. Box 6386
Tallahassee, Florida 32314

Invoice # 193
Date: 09/06/2021
Due On: 10/06/2021

OTC CDD
475 West Town Place Suite 114
St. Augustine, Florida 32092

OTCDD-01

OTC - GENERAL COUNSEL/MONTHLY MEETING

Type	Date	Notes	Quantity	Rate	Total
Service	08/10/2021	Follow-up on status of executed joint letter, executed fee agreement, and transfer of district records.	0.30	\$350.00	\$105.00
Service	08/26/2021	Research stormwater report requirements and prepare memorandum regarding same.	0.10	\$285.00	\$28.50
Service	08/27/2021	Analyze meeting notice requirements; prepare memorandum regarding same.	0.10	\$285.00	\$28.50

30A



Total \$162.00

Detailed Statement of Account

Current Invoice

1. 310.57300. 31500

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
193	10/06/2021	\$162.00	\$0.00	\$162.00
Outstanding Balance				\$162.00
Total Amount Outstanding				\$162.00

Please make all amounts payable to: KE Law Group, PLLC

Please pay within 30 days.

Jacksonville Daily Record

A Division of
DAILY RECORD & OBSERVER, LLC

P.O. Box 1769
Jacksonville, FL 32201
(904) 356-2466

INVOICE

September 22, 2021

Date

Attn: Courtney Hogge
GMS, LLC
475 WEST TOWN PLACE, STE 114
SAINT AUGUSTINE FL 32092

Payment Due Upon Receipt

Serial # 21-06466D PO/File # \$96.50

Notice of Meetings

Amount Due

Amount Paid

OTC Community Development District

\$96.50

Payment Due

Case Number

Publication Dates 9/22

County Duval

*Payment is due before the
Proof of Publication is released.*

*For your convenience, you
may remit payment at <https://www.jaxdailyrecord.com/send-payment>.*



Your notice can be found at www.jaxdailyrecord.com

TERMS: Net 30 days. Past due amounts will be charged a finance charge of 1.5% per month.

Preliminary Proof Of Legal Notice
(This is not a proof of publication.)

***Please read copy of this advertisement and advise us of any
necessary corrections before further publications.***

**NOTICE OF MEETINGS
OTC COMMUNITY
DEVELOPMENT DISTRICT**

The Board of Supervisors of the OTC Community Development District will hold their regularly scheduled public meetings for Fiscal Year 2022 at 10:30 a.m. at the offices of Riverside Management Services, 9655 Florida Mining Boulevard West, Building 300, Suite 305, Jacksonville, Florida 32257 on the second Wednesday of the following months, unless otherwise indicated:

November 10, 2021
(Landowner's Election Only)
February 9, 2022
May 11, 2022
July 13, 2022

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 meetings. Copies of the agenda for these meetings may be obtained from Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 or by calling (904) 940-5850.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least 48 hours prior to the meetings. 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 meetings 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.

Ernesto Torres
District Manager

Sep. 22 00 (21-06466D)



OTC CDD
ATTN: GOVERNMENTAL MANAGEMENT SERVICES
475 W TOWN PLACE STE 114
ST AUGUSTINE FL 32092

Invoice: **96909**
CORPORATE TRUST OPERATIONS
250 RIVERCHASE PARKWAY, E.
4TH FLOOR
BIRMINGHAM, AL 35244
09/08/2021

RE OTC COMMUNITY DEVELOPMENT
DISTRICT (CITY OF JACKSONVILLE, FL)
SPECIAL ASSESSMENT BONDS
SERIES 2007A BI # 1588

12A
1.310.51300.2300

Please remit the following for Trustee, Paying Agent, Registrar, Custodial or Escrow Agent Fee.

Payment due by: 10/30/2021

Invoices Past Due after 60 days will incur a 1.5% late fee.

FY21 Trustee Fees

ANNUAL FEE



\$3,500.00

=====

TOTAL AMOUNT:

\$3,500.00

Please mail payment with a copy of this Invoice to the address above. If paying by wire, please remit to the following:

ABA# 121000248

Wells Fargo

DDA# 2020050839788

Account Name: SEI Private TR CO ACF Regions Bank

For Further Credit A/C# G067Z08

Reference Invoice # **96909**

Please contact JANET RICARDO at 904-565-7973 with questions or concerns.

Thank you for choosing Regions Bank. We appreciate your business.



OTC CDD
ATTN: GOVERNMENTAL MANAGEMENT SERVICES
475 W TOWN PLACE STE 114
ST AUGUSTINE FL 32092

Invoice: **96909**
CORPORATE TRUST OPERATIONS
250 RIVERCHASE PARKWAY, E.
4TH FLOOR
BIRMINGHAM, AL 35244
09/08/2021

RE OTC COMMUNITY DEVELOPMENT
DISTRICT (CITY OF JACKSONVILLE, FL)
SPECIAL ASSESSMENT BONDS
SERIES 2007A BI # 1588

Please remit the following for Trustee, Paying Agent, Registrar, Custodial or Escrow Agent Fee.

Payment due by: 10/30/2021

Invoices Past Due after 60 days will incur a 1.5% late fee.

ANNUAL FEE



\$3,500.00

=====

TOTAL AMOUNT:

\$3,500.00

Please mail payment with a copy of this Invoice to the address above. If paying by wire, please remit to the following:

ABA# 121000248

Wells Fargo

DDA# 2020050839788

Account Name: SEI Private TR CO ACF Regions Bank

For Further Credit A/C# G067Z08

Reference Invoice # **96909**

Please contact JANET RICARDO at 904-565-7973 with questions or concerns.

Thank you for choosing Regions Bank. We appreciate your business.

Florida Department of Economic Opportunity, Special District Accountability Program
FY 2021/2022 Special District Fee Invoice and Update Form
Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Invoice No.: 85078			Date Invoiced: 10/01/2021
Annual Fee: \$175.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/02/2021: \$175.00

STEP 1: Review the following information, make changes directly on the form, and sign and date:

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



OTC Community Development District

Mr. Roy Van Wyk
Hopping Green and Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, FL 32301

2. Telephone: (850) 222-7500
3. Fax: (850) 224-8551
4. Email: royv@hgslaw.com
5. Status: Independent
6. Governing Body: Elected
7. Website Address: otccdd.com
8. County(ies): Duval
9. Function(s): Community Development
10. Boundary Map on File: 09/11/2009
11. Creation Document on File: 01/10/2007
12. Date Established: 12/06/2006
13. Creation Method: Local Ordinance
14. Local Governing Authority: City of Jacksonville
15. Creation Document(s): City Ordinances 2006-1198-E and 2007-179-E
16. Statutory Authority: Chapter 190, Florida Statutes
17. Authority to Issue Bonds: Yes
18. Revenue Source(s): Assessments
19. Most Recent Update: 10/12/2020



20A
1.310.513.540

I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.

Registered Agent's Signature: [Signature] Date 10/4/21

STEP 2: Pay the annual fee or certify eligibility for the zero fee:

a. **Pay the Annual Fee:** Pay the annual fee online by following the instructions at www.Floridajobs.org/SpecialDistrictFee or by check payable to the Department of Economic Opportunity.

b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **ALL** of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified.

1. This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.
2. This special district is in compliance with the reporting requirements of the Department of Financial Services.
3. This special district reported \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2019/2020 Annual Financial Report (if created since then, attach an income statement verifying \$3,000 or less in revenues).

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

STEP 3: Make a copy of this form for your records.

STEP 4: Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.

Governmental Management Services, LLC1001 Bradford Way
Kingston, TN 37763**Invoice**

Invoice #: 204


Invoice Date: 10/1/21

Due Date: 10/1/21

Case:

P.O. Number:

Bill To:OTC CDD
475 West Town Place
St. Augustine, FL 32092

Description	2A	Hours/Qty	Rate	Amount
Management Fees - October 2021	1.310.57300.34000		2,916.67	2,916.67
Information Technology - October 2021	1.310.57300.35700		139.58	139.58
Dissemination Agent Services - October 2021	1.310.57300.31400		437.50	437.50
Office Supplies	1.310.57300.57000		0.09	0.09
Postage	1.310.57300.42000		1.59	1.59
Copies	1.310.57300.42500		1.95	1.95
				

Total \$3,497.38**Payments/Credits** \$0.00**Balance Due** \$3,497.38

Jacksonville Daily Record

A Division of
DAILY RECORD & OBSERVER, LLC

P.O. Box 1769
Jacksonville, FL 32201
(904) 356-2466

INVOICE

October 13, 2021

Date

Attn: Courtney Hogge
GMS, LLC
475 WEST TOWN PLACE, STE 114
SAINT AUGUSTINE FL 32092

Payment Due Upon Receipt

Serial # 21-06977D	PO/File #	\$312.50
Notice Of Landowners Meeting And Election And Meeting Of The Board Of Supervisors		Amount Due
OTC Community Development District		Amount Paid
		\$312.50
		Payment Due
Case Number		
Publication Dates	10/13,20	

County Duval

*Payment is due before the
Proof of Publication is released.*

*For your convenience, you
may remit payment at <https://www.jaxdailyrecord.com/send-payment>.*

10A

1,310.573.480



Your notice can be found at www.jaxdailyrecord.com

TERMS: Net 30 days. Past due amounts will be charged a finance charge of 1.5% per month.

Preliminary Proof Of Legal Notice
(This is not a proof of publication.)

**Please read copy of this advertisement and advise us of any
necessary corrections before further publications.**

**NOTICE OF LANDOWNERS
MEETING AND ELECTION
AND MEETING OF THE
BOARD OF SUPERVISORS
OF THE OTC COMMUNITY
DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within OTC Community Development District (the "District") the location of which is generally described as comprising a parcel of land generally located north of Argyle Forest Boulevard and east of Branan-Chaffee Road (SR23) in Duval County, Florida, containing approximately 94± acres, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors.

Date: November 10, 2021

Time: 10:30 a.m.

Place: Riverside Management
Services
9655 Florida Mining
Boulevard W.
Building 300, Suite 305
Jacksonville, Florida
32257

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092. At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person nominated for the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted indi-

vidually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners meeting is open to the public and will be conducted in accordance with the provisions of Florida Law. The meeting may be continued to a date, time, and place to be specified on the record. A copy of the agenda for the meeting may be obtained from the District Manager.

There may be an occasion where one or more supervisors will participate by telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least 48 hours prior to the meetings. 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 by the Board with respect to any matter considered at the meeting is advised that such 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 the appeal is to be based.

Ernesto Torres

District Manager

Oct. 13/20 00 (21-06977D)

Governmental Management Services, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 205
Invoice Date: 11/1/21
Due Date: 11/1/21
Case:
P.O. Number:

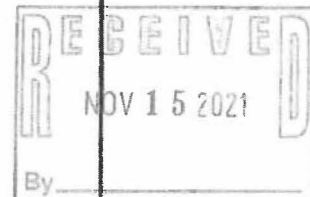
Bill To:
OTC CDD
475 West Town Place
St. Augustine, FL 32092

2A

Description	Hours/Qty	Rate	Amount
Management Fees - November 2021	1.310.573.340	2,916.67	2,916.67
Information Technology - November 2021	1.310.513.357	139.58	139.58
Dissemination Agent Services - November 2021	1.310.573.314	437.50	437.50
Office Supplies	1.310.573.570	0.27	0.27
Postage	1.310.573.420	3.05	3.05
Copies	1.310.573.425	0.45	0.45

Website Admin
1.310.513.357

\$468.75



Total	\$3,497.52	\$3,597.52
Payments/Credits	\$0.00	
Balance Due	\$3,497.52	\$3,597.52



P.O. Box 6386
Tallahassee, Florida 32314

INVOICE

Invoice # 714
Date: 11/12/2021
Due On: 12/12/2021

OTC CDD
475 West Town Place Suite 114
St. Augustine, Florida 32092

OTCDD-01

OTC - GENERAL COUNSEL/MONTHLY MEETING

Type	Date	Notes	Quantity	Rate	Total
Service	10/12/2021	Review OEDR's regulations related to wastewater and stormwater management facilities; prepare memorandum summarizing same; review reporting templates and prepare transmissions to District Manager and Engineer.	0.10	\$225.00	\$22.50
Service	10/12/2021	Review memorandum and regulations regarding implementation of OEDR's stormwater and wastewater requirements and coordinate with staff on same.	0.10	\$365.00	\$36.50
Service	10/13/2021	Review and execute DEO invoice, confer with Staff regarding same.	0.30	\$365.00	\$109.50
Service	10/13/2021	Review and execute DEO invoice, confer with Staff regarding same.	0.30	\$365.00	\$109.50
				Total	\$278.00

30A
1.310.513.315

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
335	11/02/2021	\$175.00	\$0.00	\$175.00

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
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714	12/12/2021	\$278.00	\$0.00	\$278.00
Outstanding Balance				\$453.00
Total Amount Outstanding				\$453.00

Please make all amounts payable to: KE Law Group, PLLC

Please pay within 30 days.

Governmental Management Services, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 203
Invoice Date: 9/17/21
Due Date: 9/17/21

Case:
P.O. Number:

Bill To:
OTC CDD
475 West Town Place
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Assessment Roll Certification - FY 2022 001.310.51300.31300		5,000.00	5,000.00
Total			\$5,000.00
Payments/Credits			\$0.00
Balance Due			\$5,000.00

Governmental Management Services, LLC1001 Bradford Way
Kingston, TN 37763**Invoice**

Invoice #: 206

Invoice Date: 12/1/21

Due Date: 12/1/21

Case:

P.O. Number:

Bill To:OTC CDD
475 West Town Place
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees - December 2021 001.310.51300.34000		2,916.67	2,916.67
Information Technology - December 2021 001.310.51300.35100		139.58	139.58
Dissemination Agent Services - December 2021 001.310.51300.31400		468.75	468.75
Website Administration - December 2021 001.310.51300.35100		68.75	68.75
Copies 001.310.51300.42500		1.50	1.50

RECEIVED DEC 06 2021

Total \$3,595.25**Payments/Credits** \$0.00**Balance Due** \$3,595.25

OTC
COMMUNITY DEVELOPMENT DISTRICT

General Fund

Check Request

Date	Amount	Authorized By
December 23, 2021	\$243,963.99	Oksana Kuzmuk

Payable to:

OTC CDD - Revenue Account #21A

Date Check Needed:

Budget Category:

ASAP	001.300.20700.10100
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Intended Use of Funds Requested:

DUVAL COUNTY TAXES
11/19/21 \$ 243,963.99 Duval Tax Dist 2
<u>\$ 243,963.99</u>
<i>(Attach supporting documentation for request.)</i>



INVOICE

P.O. Box 6386
Tallahassee, Florida 32314

Invoice # 922
Date: 01/03/2022
Due On: 02/02/2022

RECEIVED JAN 04 2022

OTC CDD
475 West Town Place Suite 114
St. Augustine, Florida 32092

OTCDD-01

Dec
OTC - GENERAL COUNSEL/MONTHLY MEETING

Type	Date	Notes	Quantity	Rate	Total
Service	12/13/2021	Confer with Kilinski regarding district status and future meetings.	0.30	\$365.00	\$109.50
Service	12/31/2021	Monitor legislation and prepare newsletter for same	0.20	\$365.00	\$73.00
Total					\$182.50

1.310.513.315
30A

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
335	11/02/2021	\$175.00	\$0.00	\$175.00
886	01/06/2022	\$175.00	\$0.00	\$175.00

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
922	02/02/2022	\$182.50	\$0.00	\$182.50
Outstanding Balance				\$532.50
Total Amount Outstanding				\$532.50

Please make all amounts payable to: KE Law Group, PLLC

Please pay within 30 days.