

OTC

Community Development District

February 12, 2025

AGENDA

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

February 5, 2025

Board of Supervisors
OTC Community Development District
Call In # 1-877-304-9269 Code 7545760

Dear Board Members:

The OTC Community Development District meeting is scheduled to be held **Tuesday, February 12, 2025 at 10:30 a.m. at the offices of Kilinski | Van Wyk, 2529 Herschel Street, Jacksonville, Florida 32204.**

Following is the agenda for the meeting:

- I. Roll Call
- II. Audience Comments
- III. Organizational Matters
 - A. Consideration of Appointing a New Supervisor
 - B. Oath of Office for Newly Appointed Supervisor
 - C. Consideration of Resolution 2025-01, Designating Officers
- IV. Approval of the Minutes of the July 16, 2024 Meeting
- V. Ratification of Agreement with Alliant Engineering, Inc. for Professional Engineering Services
- VI. Ratification of Engagement Letter with Grau & Associates for the Fiscal Year 2024 Audit
- VII. Selection of Audit Committee
- VIII. Discussion of First Quarter Goals and Objectives
- IX. Discussion of Fiscal Year 2026 Budget Guidance
- X. Staff Reports
 - A. District Counsel

B. District Engineer

C. District Manager

XI. Supervisor Requests and Audience Comments

XII. Financial Reports

A. Balance Sheet and Income Statement

B. Assessment Receipts Schedule

C. Check Register

XIII. Next Scheduled Meeting – May 14, 2025 at 10:00 a.m. the offices of Kilinski |
Van Wyk

XIV. Adjournment

THIRD ORDER OF BUSINESS

C.

RESOLUTION 2025-01

**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 12TH DAY OF FEBRUARY, 2025.

ATTEST

**OTC COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman

MINUTES

MINUTES OF MEETING
OTC COMMUNITY DEVELOPMENT DISTRICT

A regular meeting of the Board of Supervisors of the OTC Community Development District was held Tuesday, July 16, 2024 at 10:00 a.m. at the offices of Riverside Management Services, Inc., 9655 Florida Mining Boulevard West, Building 300, Suite 305, Jacksonville, Florida 32257.

Present and constituting a quorum were:

Michelle Pierce	Chairperson
Rose Bock	Vice Chairperson
Rocky Morris	Supervisor

Also present were:

Jim Oliver	District Manager
Jennifer Kilinski <i>by phone</i>	District Counsel
Chris Loy	District Counsel

The following is a summary of the discussions and actions taken at the July 16, 2024 meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 10:00 a.m. and called the roll.

SECOND ORDER OF BUSINESS

Audience Comments

There being no audience members present, the next item followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the May 14, 2024 Meeting

There were no comments on the minutes.

On MOTION by Ms. Bock seconded by Mr. Morris with all in favor the minutes of the May 14, 2024 meeting were approved.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2024-05, Amending the Fiscal Year 2024 Capital Reserve Fund Budget

Mr. Oliver stated that when the Fiscal Year 2024 budget was adopted in 2023, it was the Board's intent to transfer \$67,000 into the capital reserve fund from the general fund, however the money was kept in the general fund to keep the money safe during a period of bank failures.

On MOTION by Ms. Pierce seconded by Mr. Bock with all in favor Resolution 2024-05, amending the fiscal year 2024 capital reserve fund budget was approved.

FIFTH ORDER OF BUSINESS

Public Hearings

Mr. Oliver stated that the total revenues for the fiscal year 2025 budget are proposed to increase to \$84,000 from \$80,000 due to using less carry forward surplus.

A. Public Hearing for the Purpose of Adopting the Fiscal Year 2025 Budget; Consideration of Resolution 2024-06, Relating to Annual Appropriations and Adopting the Budget

Mr. Oliver reviewed that both public hearings would be held at the same time and members of the public, none of which would be in attendance, would be permitted to speak on both public hearing items.

Mr. Loy stated that the purpose of this resolution is to adopt the District’s Fiscal Year 2025 Budget, appropriate the revenues of the District and provides the District the ability to amend the budget if necessary

B. Public Hearing for the Purpose of Imposing Special Assessments; Consideration of Resolution 2024-07, Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2025

Mr. Loy stated that the purpose of this resolution is to impose assessments to secure revenue to fund the Fiscal Year 2025 Budget across all benefitting properties within the District.

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

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

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

On MOTION by Ms. Pierce seconded by Ms. Bock with all in favor Resolution 2024-06, relating to annual appropriations and adopting the budget for fiscal year 2025 was approved.

On MOTION by Ms. Pierce seconded by Mr. Morris with all in favor Resolution 2024-07, imposing special assessments and certifying an assessment roll for fiscal year 2025 was approved.

SIXTH ORDER OF BUSINESS

Consideration of Responses to Request for Qualifications for Engineering Services

Mr. Oliver stated that there was only one response to the RFQ from Alliant.

Ms. Pierce stated that she had not yet heard from the developer on whether they were comfortable proceeding with Alliant, however she agreed she was comfortable moving forward considering there would be no fees charged unless the engineer’s services are needed.

On MOTION by Mr. Morris seconded by Ms. Bock with all in favor selecting Alliant as the most qualified response to the request for qualifications subject to negotiation of a contract and rates was approved.

SEVENTH ORDER OF BUSINESS

Discussion of Request for Easement from People’s Gas

No action was taken on this item.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Loy informed the Board that legislation was passed recently requiring special districts to establish performance measures, goals and objectives for each program and activity undertaken by the District and to publish the annual report on the special district’s website concerning the achievements or failures of these measures. Kilinski | Van Wyk has provided a memorandum, which is included under the District Manager’s report.

On MOTION by Ms. Bock seconded by Ms. Pierce with all in favor the performance measures / standards and annual reporting form was approved as presented.

Ms. Kilinski reminded the Board that the required ethics training for special district board members is due to be completed by December 31st.

B. District Engineer

There being nothing to report, the next item followed.

C. District Manager

1. Discussion of Location for Future Meetings and Consideration of Designating a Regular Meeting Schedule for Fiscal Year 2025

Mr. Oliver presented a proposed meeting schedule for fiscal year 2025 and informed the Board Riverside Management Service’s office will no longer be available as of October 1st, so the Argyle Branch library has been selected as the new location unless a better location can be identified prior to the February meeting.

On MOTION by Ms. Bock seconded by Ms. Pierce with all in favor the fiscal year 2025 meeting schedule was approved as presented.

2. Consideration of Setting Goal and Objectives

This item was covered under District Counsel’s report.

NINTH ORDER OF BUSINESS

Supervisor’s Requests and Audience Comments

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Financial Reports

A. Balance Sheet and Income Statement

Copies of the financial statements through June 30, 2024 were included in the agenda package.

B. Assessment Receipt Schedule

A copy of the assessment receipt schedule reflecting a 100.3% collection rate was included in the agenda package.

C. Approval of Check Register

A copy of the check register totaling \$13,768.61 was included in the agenda package.

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

ELEVENTH ORDER OF BUSINESS

**Next Scheduled Meeting – February 12, 2025
at 10:30 a.m.**

Ms. Kilinski stated that her firm now has an office in Duval County at 2529 Herschel Street and is happy to host the board meetings.

There were no objections from the Board.

On MOTION by Mr. Morris seconded by Ms. Pierce with all in favor the fiscal year 2025 meeting schedule was approved as revised to be held at the offices of Kilinski | Van Wyk.

TWELFTH ORDER OF BUSINESS

Adjournment

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

FIFTH ORDER OF BUSINESS

**AGREEMENT BETWEEN THE OTC COMMUNITY DEVELOPMENT DISTRICT
AND ALLIANT ENGINEERING, INCORPORATED FOR PROFESSIONAL
ENGINEERING SERVICES**

THIS AGREEMENT (“**Agreement**”) is made and entered into as of this 24th day of July 2024, by and between:

OTC COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the Duval County, Florida, with a mailing address c/o Governmental Management Services LLC, 475 West Town Place, Suite 114, St. Augustine, FL 32092 (“**District**”); and

ALLIANT ENGINEERING, INCORPORATED, a Minnesota corporation, with a corporate mailing address of 733 Marquette Ave, Suite 700, Minneapolis, MN 55402 (“**Engineer**”, together with the District, “**Parties**”, and separately “**Party**”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established and existing pursuant to the Uniform Community Development District Act of 1980, codified as Chapter 190, *Florida Statutes*, as amended (“**Act**”); and

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

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

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors (“**Board**”) determined Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering services, including but not limited to, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

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

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

1. SCOPE OF SERVICES.

- a. The Engineer will provide general engineering services, including the following, subject to work authorizations with hourly or not to exceed amounts pre-authorized by the Board of Supervisors in writing:
 - i. Preparation of any necessary reports and attendance at meetings of the Board.
 - ii. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring and contract administration associated with District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 - iii. Any other items requested by the Board.
- b. Engineer shall, when authorized by the Board by written work authorization, provide general services related to construction of any District projects and shall provide such recommendations for such services as deemed appropriate in his or her professional experience, including, but not limited to:
 - i. Periodic visits to the site, part-time or full-time construction management of District projects, as may be recommended by the Engineer and authorized by the District.
 - ii. Processing of contractor's pay estimates.
 - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, direct purchase orders, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 - iv. Final inspection and requested certificates for construction including the final certificate of construction.
 - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - vi. Any other activity related to construction as authorized by the Board.
- c. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

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

- a. It has the experience and skill to perform the services required to be performed by this Agreement.
- b. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing

requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by the District, provide certification of compliance with all registration and licensing requirements.

- c. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District.
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The Engineer shall request such work authorizations in its professional capacity as the Engineer when it is deemed desirable or necessary and the District is relying on the Engineer to make such recommendations when the Engineer deems professional engineering services appropriate for the facts and circumstances of any project. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized, in substantially the form attached hereto as **Exhibit B (“Work Authorization”)**. Authorization of services or projects under the contract shall be at the sole option of the District but with advice and recommendations by the Engineer.

4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. Services rendered by Engineer under this Agreement shall not exceed the amounts specifically authorized by each written Work Authorization. One of the following methods will be utilized:

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

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

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

6. TERM OF CONTRACT. It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

7. SPECIAL SERVICES. When authorized in writing by the District, additional special consulting services may be utilized by the Engineer and paid for on a cost basis with no markup.

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

9. OWNERSHIP OF DOCUMENTS.

- a. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by the Engineer pursuant to this Agreement ("**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- b. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for the Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of the Engineer's services hereunder, the Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. The Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify the Engineer from any and all claims and liabilities which may result from such re-use, in the event the Engineer does not consent to such use.

- c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

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

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

12. COST ESTIMATES. Since the Engineer has no control over the cost of labor, materials or equipment or over a contractor’s methods of determining prices, or over competitive bidding or market conditions, opinions of probable cost provided as a service hereunder are to be made on the basis of experience and qualifications and represent the best judgment as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense.

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

Workers’ Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000

Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for	
Errors and Omissions	\$3,000,000

If any such policy of insurance is a “claims made” policy, and not an “occurrence” policy, the Engineer shall, without interruption, and at the District’s option, maintain the insurance during the term of this Agreement and for at least five years after the termination of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker’s Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

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

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

15. AUDIT. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of four years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or four years after completion of all work under the Agreement.

16. INDEMNIFICATION. The Engineer agrees to indemnify, defend, and hold the District and the District’s officers and employees wholly harmless from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorney’s fees, which may come against the District and the District’s officers and employees, to the extent caused wholly or

in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by the Engineer or persons employed or utilized by the Engineer in the course of any work done relating to this Agreement. To the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the sum of Three Million Dollars and the Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. The Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

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

18. SOVEREIGN IMMUNITY. The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

19. PUBLIC RECORDS. The Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to section 119.0701, *Florida Statutes*. The Engineer acknowledges that the designated Public Records Custodian for the District is **Jim Oliver** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Engineer 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 this Agreement term and following this Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in the Engineer'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 the Engineer, the Engineer 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 THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850,

**JOLIVER@GMSNF.COM, OR 475 WEST TOWN PLACE,
SUITE 114, ST. AUGUSTINE, FL 32092.**

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

21. E-VERIFY. The Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, the Engineer shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.091, *Florida Statutes*. If the Engineer anticipates entering into agreements with a subcontractor for the Work, the Engineer will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Engineer shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Engineer has otherwise complied with its obligations hereunder, the District shall promptly notify the Engineer. The Engineer agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Engineer or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

22. CONFLICTS OF INTEREST. The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

23. SUBCONTRACTORS. The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of the Engineer shall be deemed to have made all of the representations and warranties of the Engineer set forth herein and shall be subject to any and all obligations of the Engineer hereunder. Prior to any subcontractor providing any services, the Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. The Engineer shall be responsible for all acts or omissions of any subcontractors.

24. INDEPENDENT CONTRACTOR. The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

25. ASSIGNMENT. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as the Engineer deems appropriate, pursuant to the terms of this Agreement.

26. THIRD PARTIES. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

27. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement shall be in the State Courts located in Duval County, Florida.

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

29. RECOVERY OF COSTS AND FEES. In the event either Party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover from the other Party all costs incurred, including reasonable attorneys' fees at all judicial levels.

30. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto and formally approved by the Board.

31. AGREEMENT. This Agreement reflects the negotiated agreement of the Parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both Parties jointly prepared it, and no presumption against one Party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

32. NOTICES. All notices, requests, consents and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or sent via electronic mail with read receipt to the Parties, as follows:

A. If to the District: OTC CDD
c/o Governmental Management Services LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092
Attn: District Manager
joliver@gmsnf.com

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel
Jennifer@cddlawyers.com

B. If to the Engineer: Alliant Engineering, Incorporated
10475 Fortune Parkway, Suite 101
Jacksonville, FL 32256
Attn: David R. Landing, PE

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

33. COUNTERPARTS. This Agreement may be executed in any number of counterparts. Any Party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute but one and the same instrument constituting this Agreement.

34. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

[signatures on following page]

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

OTC COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:
Michelle Pierce
FD0331873E31466

Michelle Pierce, Chairperson
Board of Supervisors

ALLIANT ENGINEERING, INCORPORATED



By: _____
Name: David R. Landing, PE
Title: Senior Civil Engineer

- Exhibit A: Hourly Fee Schedule**
- Exhibit B: Form of Work Authorization**

EXHIBIT A
Hourly Fee Schedule



Billing Rate Table by Classification

Classification	Billing Rate
Principal	\$210 - \$290
Associate	\$170 - \$230
Senior Professional Engineer	\$145 - \$190
Senior Environmental Compliance Specialist	\$140 - \$160
Construction Manager	\$125 - \$150
Professional Engineer	\$120 - \$135
Environmental Compliance Specialist	\$110 - \$135
Senior Construction Inspector	\$115 - \$135
Senior Survey Crew Chief	\$100 - \$130
Survey Field Manager	\$110 - \$130
Senior CADD Technician	\$100 - \$150
Professional Landscape Architect	\$100 - \$125
Graduate Engineer	\$95 - \$120
Construction Inspector	\$90 - \$110
Graduate Landscape Architect	\$85 - \$100
Survey Crew Chief	\$85 - \$110
CADD Technician	\$65 - \$110
Survey Office Technician	\$65 - \$110
Survey Field Technician	\$60 - \$80
Senior Administrative Staff	\$100 - \$120
Administrative Staff	\$70 - \$100

*Rates subject to change based on changes in staff

www.alliant-inc.com
904.240.1351 MAIN

10475 Fortune Parkway, Suite 101
Jacksonville, FL 32256

EXHIBIT B
Form of Work Authorization

OTC Community Development District
Duval County, Florida

Subject: **Work Authorization Number ____**
OTC Community Development District

Dear Chairperson, Board of Supervisors:

Alliant Engineering, Incorporated (the “**Engineer**”) is pleased to submit this work authorization to provide engineering services for the OTC Community Development District (the “**District**”). We will provide these services pursuant to our current agreement dated July ___, 2024 (“**Engineering Agreement**”) as follows:

I. Scope of Work

The District will engage the Engineer to: [description of scope of work; or attach scope exhibit]

II. Fees

The District will [compensate the Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement, not to exceed \$ _____. The District will reimburse the Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.] OR [will compensate the Engineer in a flat fee amount of \$ _____, inclusive of all effort, expenses, and costs to complete the work described herein].

The above fee includes all equipment, labor, and other reimbursable expenses. The above fee does not include services not specifically listed. Should additional services be required, they can be furnished with an additional Work Authorization.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and the Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please return an executed copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Sincerely,

OTC Community Development District

Alliant Engineering, Incorporated

By: _____
Authorized Representative

By: _____
Authorized Representative

Date: _____

Date: _____

SIXTH ORDER OF BUSINESS



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

September 9, 2024

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, City of Jacksonville, Florida ("the District") for the fiscal year ended September 30, 2024. 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, 2024. 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 2024 audit.

Accounting principles 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

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

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.

Other Services

We will assist in preparing the financial statements and related notes of the District 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*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

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. 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 designing, implementing 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 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.

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

Our fee for these services will not exceed \$3,700 for the September 30, 2024 audit, unless there is a change in activity by the District which results in additional audit work or if additional 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.

All accounting records (including, but not limited to, trial balances, general ledger detail, vendor files, bank and trust statements, minutes, and confirmations) for the fiscal year ended September 30, 2024 must be provided to us no later than March 1, 2025, in order for us to complete the engagement by June 14, 2025.

Subject to timely receipt of the necessary information, we will submit a preliminary draft audit report by May 15, 2025, for the District's review, and a final draft audit report by June 14, 2025 for the District's review and approval.

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.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.


The District has the option to terminate this agreement with or without cause by providing 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 effective termination of this agreement, subject to whatever claims or off-sets 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 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to OTC Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. 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,

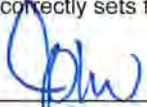
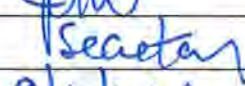
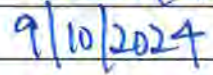
Grau & Associates



Antonio J. Grau

RESPONSE:

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

By:  _____
Title:  _____
Date:  _____



FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

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

March 17, 2023

**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 March 16, 2023, 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, 2025. 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

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

TWELFTH ORDER OF BUSINESS

A.

OTC
Community Development District

Unaudited Financial Reporting
January 31, 2025



OTC
Community Development District
Combined Balance Sheet
January 31, 2025

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Reserve Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash:				
Operating Account	\$ 146,064	\$ -	\$ -	\$ 146,064
Investments:				
State Board of Administration (SBA)	-	-	18,199	18,199
Series 2019				
Reserve	-	55,065	-	55,065
Interest	-	107	-	107
Revenue	-	605,218	-	605,218
Sinking	-	887	-	887
Cost of Issuance	-	3	-	3
Total Assets	\$ 146,064	\$ 661,280	\$ 18,199	\$ 825,542
Fund Balance:				
Restricted for:				
Debt Service - Series	\$ -	\$ 661,280	\$ -	\$ 661,280
Assigned for:				
Capital Reserves	-	-	18,199	18,199
Unassigned	146,064	-	-	146,064
Total Fund Balances	\$ 146,064	\$ 661,280	\$ 18,199	\$ 825,542
Total Liabilities & Fund Balance	\$ 146,064	\$ 661,280	\$ 18,199	\$ 825,542

OTC
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2025

	Adopted Budget	Prorated Budget Thru 01/31/25	Actual Thru 01/31/25	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 84,046	\$ 81,761	\$ 81,761	\$ -
Total Revenues	\$ 84,046	\$ 81,761	\$ 81,761	\$ -
Expenditures:				
<i>General & Administrative:</i>				
Supervisors	\$ 1,800	\$ 600	\$ -	\$ 600
FICA Expense	138	46	-	46
Engineering Fees	2,000	667	-	667
Attorney Fees	7,500	2,500	-	2,500
Arbitrage	600	200	-	200
Annual Audit	3,700	-	-	-
Assessment Roll	5,618	5,618	5,618	-
Trustee Fees	3,750	-	-	-
Management Fees - GMS	41,292	13,764	13,764	0
Information Technology	2,258	753	753	0
Website Maintenance	1,112	371	371	0
Telephone	25	8	-	8
Postage	200	67	7	60
Printing & Binding	300	100	2	99
Insurance	8,279	8,279	7,827	452
Travel	250	83	-	83
Legal Advertising	2,000	667	-	667
Other Current Charges	500	167	-	167
Office Supplies	100	33	0	33
Dues, Licenses, Subscriptions	175	175	175	-
Total General & Administrative	\$ 81,598	\$ 34,097	\$ 28,516	\$ 5,582
<i>Operations & Maintenance</i>				
Stormwater Maintenance	\$ 2,448	\$ 816	\$ -	\$ 816
Total Operations & Maintenance	\$ 2,448	\$ 816	\$ -	\$ 816
Total Expenditures	\$ 84,046	\$ 34,913	\$ 28,516	\$ 6,398
Excess (Deficiency) of Revenues over Expenditures	\$ 0	\$ 46,848	\$ 53,246	\$ 6,398
Net Change in Fund Balance	\$ 0	\$ 46,848	\$ 53,246	\$ 6,398
Fund Balance - Beginning	\$ -		\$ 92,818	
Fund Balance - Ending	\$ 0		\$ 146,064	

OTC
Community Development District
Debt Service Fund Series 2022
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2025

	Adopted Budget	Prorated Budget Thru 01/31/25	Actual Thru 01/31/25	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 544,575	\$ 527,741	\$ 527,741	\$ -
Interest Income	5,000	1,667	2,903	1,236
Total Revenues	\$ 549,575	\$ 529,407	\$ 530,644	\$ 1,236
Expenditures:				
Interest - 11/1	\$ 121,125	\$ 121,125	\$ 121,125	\$ -
Interest - 5/1	121,125	-	-	-
Principal - 5/1	305,000	-	-	-
Total Expenditures	\$ 547,250	\$ 121,125	\$ 121,125	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 2,325	\$ 408,282	\$ 409,519	\$ 1,236
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 2,325	\$ 408,282	\$ 409,519	\$ 1,236
Fund Balance - Beginning	\$ 195,111		\$ 251,761	
Fund Balance - Ending	\$ 197,436		\$ 661,280	

OTC
Community Development District
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2025

	Adopted Budget	Prorated Budget Thru 01/31/25	Actual Thru 01/31/25	Variance
Revenues				
Interest	\$ 1,000	\$ 333	\$ 291	\$ (42)
Total Revenues	\$ 1,000	\$ 333	\$ 291	\$ (42)
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 1,000		\$ 291	
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 1,000		\$ 291	
Fund Balance - Beginning	\$ 17,813		\$ 17,908	
Fund Balance - Ending	\$ 18,813		\$ 18,199	

OTC
Community Development District
Long Term Debt Report

Series 2022, Special Assessment Revenue and Refunding Bonds		
Interest Rate:	4.25%	
Maturity Date:	5/1/2038	
Reserve Fund Definition	25% Max Annual Debt	
Reserve Fund Requirement	\$ 55,065	
Reserve Fund Balance	55,065	
Bonds outstanding - 7/18/2022		\$ 6,270,000
Mandatory Principal- 5/1/2023		(280,000)
Mandatory Principal- 5/1/2024		(290,000)
Current Bonds Outstanding		\$ 5,700,000

B.

OTC COMMUNITY DEVELOPMENT DISTRICT
SUMMARY OF FY2025 ASSESSMENT RECEIPTS

TOTAL TAX ROLL	# UNITS ASSESSED	DEBT ASSESSED	O&M ASSESSED	TOTAL ASSESSED
NET REVENUE TAX ROLL	780,000	542,487.51	84,046.00	626,533.51

SUMMARY TAX ROLL COLLECTIONS				
DUVAL COUNTY DISTRIBUTION	DATE RECEIVED	SERIES 2022 DEBT RECEIVED	O&M RECEIVED	TOTAL RECEIVED
1	11/06/24	4,064.36	629.68	4,694.04
2	11/15/24	-	-	-
3	11/21/24	3,049.49	472.45	3,521.94
4	11/29/24	232,783.35	36,064.44	268,847.79
5	12/05/24	84,376.10	13,072.14	97,448.24
6	12/10/24	3,482.75	539.57	4,022.32
7	12/19/24	199,984.64	30,983.03	230,967.67
8	01/07/25	-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
TOTAL COUNTY DISTRIB.		527,740.69	81,761.31	609,502.00

BALANCE DUE		14,746.82	2,284.69	17,031.51
--------------------	--	------------------	-----------------	------------------

% COLLECTED				97.3%
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C.

OTC
Community Development District

Check Run Summary

from 7/1/2024 thru 1/31/2025

Fund	Date	Check Numbers	Amount
General Fund			
Payroll <i>Wells Fargo Bank</i>	7/16/25	50046-50048	\$ 369.40
		Subtotal	<u>\$ 369.40</u>
Accounts Payable <i>Wells Fargo Bank</i>	1/7/25	791	\$ 528,280.26
		Subtotal	<u>\$ 528,280.26</u>
Accounts Payable <i>Valley National Bank</i>	7/9/24	30-31	\$ 16,260.78
	7/17/24	32	106.50
	8/13/24	33	3,559.88
	8/20/24	34-35	693.13
	8/27/24	36-37	10,353.39
	9/10/24	38	3,525.06
	9/17/24	39	35.50
	9/24/24	40	5,618.00
	10/16/24	41-42	3,728.76
	11/14/24	43	3,722.56
	12/10/24	44	3,722.29
	1/7/25	45	3,721.99
		Subtotal	<u>\$ 55,047.84</u>
Total			\$ 583,697.50

PR300R

PAYROLL CHECK REGISTER

RUN 7/16/24 PAGE 1

CHECK #	EMP #	EMPLOYEE NAME	CHECK AMOUNT	CHECK DATE
50046	1	ROCKWELL A. MORRIS	184.70	7/16/2024
50047	2	ROSE S. BOCK	184.70	7/16/2024
TOTAL FOR REGISTER			369.40	

OTC OAKLEAF

DLAUGHLIN

Attendance Sheet

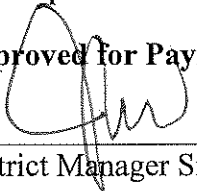
District Name: OTC CDD

Board Meeting Date: July 16, 2024 Meeting

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

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

Approved for Payment:



District Manager Signature

7/16/2024
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 #
1/07/25	00021	1/02/25 01022025	202501 300-20700-10100		FY25 DEBT SVC ASSESSMENTS	*	528,280.26	
								528,280.26 000791

							TOTAL FOR BANK A	528,280.26
							TOTAL FOR REGISTER	528,280.26

OTC OAKLEAF OKUZMUK

**OTC
COMMUNITY DEVELOPMENT DISTRICT**

General Fund

Check Request

Date	Amount	Authorized By
January 2, 2025	\$528,280.26	Oksana Kuzmuk

Payable to:

OTC CDD - Revenue Account #21

Date Check Needed:

Budget Category:

ASAP	1-300-20700-10100
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Intended Use of Funds Requested:

FY2025 Debt Service Assessments
<i>(Attach supporting documentation for request.)</i>

!!! PLEASE RETURN THE SIGNED CHECK TO OKSANA !!!

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
7/09/24	00002	7/01/24	240	202407	310-51300-35100		JUL WEBSITE ADMIN.	*	87.42		
7/01/24		240	202407	310-51300-34000		JUL MANAGEMENT FEES	*	3,246.25			
7/01/24		240	202407	310-51300-35100		JUL INFORMATION TECH	*	177.58			
7/01/24		240	202407	310-51300-51000		OFFICE SUPPLIES	*	.54			
7/01/24		240	202407	310-51300-42000		POSTAGE	*	11.52			
7/01/24		240	202407	310-51300-42500		COPIES	*	10.20			
7/01/24		240	202407	310-51300-41000		TELEPHONE	*	7.97			
GOVERNMENTAL MANAGEMENT SERVICES										3,541.48	000030
7/09/24	00021	7/04/24	07042024	202407	300-20700-10100		FY24 DEBT SRVC ASSESSMENT	*	12,719.30		
OTC CDD - REVENUE ACCOUNT										12,719.30	000031
7/17/24	00031	7/16/24	9839	202406	310-51300-31500		JUN GENERAL COUNSEL	*	106.50		
KILINSKI VAN WYK PLLC										106.50	000032
8/13/24	00002	8/01/24	241	202408	310-51300-35100		AUG WEBSITE ADMIN.	*	87.42		
8/01/24		241	202408	310-51300-34000		AUG MANAGEMENT FEES	*	3,246.25			
8/01/24		241	202408	310-51300-35100		AUG INFORMATION TECH.	*	177.58			
8/01/24		241	202408	310-51300-51000		OFFIC SUPPLIES	*	.12			
8/01/24		241	202408	310-51300-42000		POSTAGE	*	2.76			
8/01/24		241	202408	310-51300-42500		COPIES	*	45.75			
GOVERNMENTAL MANAGEMENT SERVICES										3,559.88	000033
8/20/24	00013	8/13/24	26334	202408	310-51300-31600		ARBITRAGE SE2022 6/30/24	*	600.00		
GRAU AND ASSOCIATES										600.00	000034
8/20/24	00010	8/15/24	24-05169	202408	310-51300-48000		NTC OF MEETINGS FY24-25	*	93.13		
JACKSONVILLE DAILY RECORD										93.13	000035
OTC OAKLEAF OKUZMUK											

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/27/24	00017	8/19/24	24451	202408	300-15500-10000		EGIS INSUANCE ADVISORS, LLC	*	7,827.00	7,827.00	000036
8/27/24	00031	8/17/24	10040	202407	310-51300-31500		KILINSKI VAN WYK PLLC	*	2,526.39	2,526.39	000037
9/10/24	00002	9/01/24	242	202409	310-51300-35100		GOVERNMENTAL MANAGEMENT SERVICES	*	87.42		
		9/01/24	242	202409	310-51300-34000		GOVERNMENTAL MANAGEMENT SERVICES	*	3,246.25		
		9/01/24	242	202409	310-51300-35100		GOVERNMENTAL MANAGEMENT SERVICES	*	177.58		
		9/01/24	242	202409	310-51300-51000		GOVERNMENTAL MANAGEMENT SERVICES	*	.12		
		9/01/24	242	202409	310-51300-42000		GOVERNMENTAL MANAGEMENT SERVICES	*	2.76		
		9/01/24	242	202409	310-51300-42500		GOVERNMENTAL MANAGEMENT SERVICES	*	4.35		
		9/01/24	242	202409	310-51300-41000		GOVERNMENTAL MANAGEMENT SERVICES	*	6.58		
9/17/24	00031	9/08/24	10336	202409	310-51300-31500		KILINSKI VAN WYK PLLC	*	35.50	35.50	000039
9/24/24	00002	9/15/24	243	202409	300-15500-10000		GOVERNMENTAL MANAGEMENT SERVICES	*	5,618.00	5,618.00	000040
10/16/24	00020	10/01/24	90989	202410	310-51300-54000		DEPARTMENT OF ECONOMIC OPPORTUNITY	*	175.00	175.00	000041
10/18/24	00020	10/01/24	90989	202410	310-51300-54000		DEPARTMENT OF ECONOMIC OPPORTUNITY	V	175.00	175.00	000041
10/16/24	00002	10/01/24	244	202410	310-51300-34000		OTC OAKLEAF	*	3,441.00		
		10/01/24	244	202410	310-51300-35100		OKUZMUK	*	92.67		
		10/01/24	244	202410	310-51300-35100		OKUZMUK	*	188.17		

OTC OAKLEAF OKUZMUK

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
10/01/24		244	244	202410	310	51300	51000			*	.03		
			OFFICE SUPPLIES										
10/01/24		244	244	202410	310	51300	42000			*	5.99		
			POSTAGE										
10/01/24		244	244	202410	310	51300	42500			*	.90		
			COPIES										
GOVERNMENTAL MANAGEMENT SERVICES												3,728.76	000042
11/14/24	00002	11/01/24	245	202411	310	51300	34000			*	3,441.00		
			NOV MANAGEMENT FEES										
11/01/24		245	245	202411	310	51300	35100			*	92.67		
			NOV WEBSITE ADMIN										
11/01/24		245	245	202411	310	51300	35100			*	188.17		
			NOV INFORMATION TECH										
11/01/24		245	245	202411	310	51300	51000			*	.03		
			OFFICE SUPPLIES										
11/01/24		245	245	202411	310	51300	42000			*	.69		
			POSTAGE										
GOVERNMENTAL MANAGEMENT SERVICES												3,722.56	000043
12/10/24	00002	12/01/24	246	202412	310	51300	34000			*	3,441.00		
			DEC MANAGEMENT FEES										
12/01/24		246	246	202412	310	51300	35100			*	92.67		
			DEC WEBSITE ADMIN										
12/01/24		246	246	202412	310	51300	35100			*	188.17		
			DEC INFORMATION TECH										
12/01/24		246	246	202412	310	51300	42500			*	.45		
			COPIES										
GOVERNMENTAL MANAGEMENT SERVICES												3,722.29	000044
1/07/25	00002	1/01/25	247	202501	310	51300	34000			*	3,441.00		
			JAN MANAGEMENT FEES										
1/01/25		247	247	202501	310	51300	35100			*	92.67		
			JAN WEBSITE ADMIN										
1/01/25		247	247	202501	310	51300	35100			*	188.17		
			JAN INFORMATION TECH										
1/01/25		247	247	202501	310	51300	42500			*	.15		
			COPIES										
GOVERNMENTAL MANAGEMENT SERVICES												3,721.99	000045
TOTAL FOR BANK B											55,047.84		
TOTAL FOR REGISTER											55,047.84		

OTC OAKLEAF OKUZMUK

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

Invoice

Invoice #: 240
Invoice Date: 7/1/24
Due Date: 7/1/24
Case:
P.O. Number:

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

Description	Hours/Qty	Rate	Amount
Website Administration - July 2024		87.42	87.42
Management Fees -July 2024		3,246.25	3,246.25
Information Technology - July 2024		177.58	177.58
Office Supplies		0.54	0.54
Postage		11.52	11.52
Copies		10.20	10.20
Telephone		7.97	7.97
Total			\$3,541.48
Payments/Credits			\$0.00
Balance Due			\$3,541.48

**OTC
COMMUNITY DEVELOPMENT DISTRICT**

General Fund

Check Request

Date	Amount	Authorized By
July 4, 2024	\$12,719.30	Oksana Kuzmuk

Payable to:

OTC CDD - Revenue Account #21

Date Check Needed:

Budget Category:

ASAP	1-300-20700-10100
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Intended Use of Funds Requested:

FY2024 Debt Service Assessments
<i>(Attach supporting documentation for request.)</i>

!!! PLEASE RETURN THE SIGNED CHECK TO OKSANA !!!



KILINSKI | VAN WYK

Kilinski | Van Wyk PLLC

P.O. Box 6386
Tallahassee, Florida 32314

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

INVOICE

Invoice # 9839
Date: 07/16/2024
Due On: 08/15/2024

OTC CDD - 01 GENERAL COUNSEL/MONTHLY MEETING

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	JK	06/26/2024	Develop memo and goals/objectives for District review for compliance with 2024 legislative session.	0.30	\$355.00	\$106.50
					Total	\$106.50

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
9839	08/15/2024	\$106.50	\$0.00	\$106.50
			Outstanding Balance	\$106.50
			Total Amount Outstanding	\$106.50

Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 241
Invoice Date: 8/1/24
Due Date: 8/1/24
Case:
P.O. Number:

Bill To:

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

Description	Hours/Qty	Rate	Amount
Website Administration - August 2024		87.42	87.42
Management Fees -August 2024		3,246.25	3,246.25
Information Technology - August 2024		177.58	177.58
Office Supplies		0.12	0.12
Postage		2.76	2.76
Copies		45.75	45.75
Total			\$3,559.88
Payments/Credits			\$0.00
Balance Due			\$3,559.88

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
475. West Town Place, Ste 114
St. Augustine, FL 32902

Invoice No. 26334
Date 08/13/2024

SERVICE	AMOUNT
Project: Arbitrage - Series 2022 6/30/2024	
Arbitrage Services	
Arbitrage	\$ <u>600.00</u>
	Subtotal: <u>600.00</u>
	Total 600.00
	Current Amount Due \$ <u>600.00</u>

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
600.00	0.00	0.00	0.00	0.00	600.00

Payment due upon receipt.

Jacksonville Daily Record

A Division of
DAILY RECORD & OBSERVER, LLC

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

INVOICE

August 15, 2024

Date

Attn: Courtney Hogge
GMS, LLC
475 West Town Place, Ste 114
Saint Augustine FL 32092

Serial #	24-05169D	PO/File #		\$93.13
	Notice of Meetings			Payment Due
	OTC Community Development District			\$93.13
				Publication Fee
Case Number				Amount Paid
Publication Dates	8/15			
County	Duval			

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

Payment Due Upon Receipt
For your convenience, you
may remit payment online at
[www.jaxdailyrecord.com/
send-payment](http://www.jaxdailyrecord.com/send-payment).

If your payment is being
mailed, please reference
Serial # 24-05169D on your
check or remittance advice.

Your notice was published on both jaxdailyrecord.com and floridapublicnotices.com.

Terms: Net 30 days from date of invoice. Past due items will accrue a finance charge of 1.5% per month thereafter.
Please remit any payment due upon receipt of this invoice.

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 2025 at 10:30 a.m. at the office of Kilinski | Van Wyk, 2529 Herschel Street, Jacksonville, Florida 32204 on the second Wednesday of the following months, unless otherwise indicated:

February 12, 2025
May 14, 2025
July 16, 2025
(*Third Wednesday)

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 agendas for these meetings may be obtained from Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850, or by visiting the District's website, www.OTCCDD.com.

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.

Jim Oliver
District Manager
Aug. 15 00 (24-05169D)

INVOICE



Customer	OTC Community Development District
Acct #	289
Date	08/19/2024
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	\$ 7,827.00
Payment Amount	
Payment for	Invoice#24451
100124142	

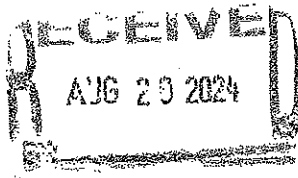
Thank You

Please detach and return with payment



Customer: OTC Community Development District

Invoice	Effective	Transaction	Description	Amount
24451	10/01/2024	Renew policy	Policy #100124142 10/01/2024-10/01/2025 Florida Insurance Alliance POL,EPLI,EBL,Herb & Pest - Renew policy Due Date: 8/19/2024	7,827.00



Total
\$ 7,827.00

Thank You

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

Remit Payment To: Egis Insurance Advisors P.O. Box 748555 Atlanta, GA 30374-8555	(321)233-9939	Date
	scilmer@egisadvisors.com	08/19/2024



KILINSKI | VAN WYK

Kilinski | Van Wyk PLLC

P.O. Box 6386
Tallahassee, Florida 32314

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

INVOICE

Invoice # 10040
Date: 08/17/2024
Due On: 09/16/2024

OTC CDD - 01 GENERAL COUNSEL/MONTHLY MEETING

Type	Attorney	Date	Notes	Quantity	Rate	Discount	Total
Service	CL	07/02/2024	Draft continuing services agreement for district engineering services.	0.70	\$265.00	-	\$185.50
Service	JK	07/02/2024	Review tentative agenda and provide comments thereto	0.10	\$355.00	-	\$35.50
Service	CL	07/08/2024	Draft appropriation resolution; Draft assessment resolution.	1.00	\$265.00	-	\$265.00
Service	JK	07/08/2024	Review/edit budget appropriation and assessment resolution and transmit same	0.30	\$355.00	-	\$106.50
Service	CL	07/09/2024	Revise continuing services agreement.	0.30	\$265.00	-	\$79.50
Service	CL	07/12/2024	Analyze May 14, 2024 meeting minutes; Review proposed resolution 2024-05 concerning amendment to capital reserve fund for compliance with law; Analyze request for proposal response from Alliant for engineer services; Review and revise proposed easement from People's Gas Company, Inc.; Draft resolution for fiscal year 25 board meeting schedule; Analyze District financial statements for compliance with law.	2.90	\$265.00	-	\$768.50
Service	JK	07/15/2024	Review agenda materials, including proposals,	0.60	\$355.00	-	\$213.00

			resolutions, assessment affidavits and related information and prepare for Board meeting; confer with Oliver on goals/objectives; confer re: engineering services agreement				
Service	JK	07/16/2024	Prepare for and attend Board meeting	0.50	\$355.00	-	\$177.50
Service	CL	07/16/2024	Prepare for an attend Board of Supervisor meeting; Revise resolution adopting 2025 meeting dates.	2.30	\$265.00	50.0%	\$304.75
Expense	IK	07/16/2024	Mileage: CL Travel	42.00	\$0.67	-	\$28.14
Service	CL	07/23/2024	Draft engineering agreement for Alliant Engineering, Inc.	1.10	\$265.00	-	\$291.50
Service	JK	07/23/2024	Review engineering services agreement and transmit same for execution	0.20	\$355.00	-	\$71.00
Line Item Discount Subtotal							-\$304.75
Total							\$2,526.39

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
10040	09/16/2024	\$2,526.39	\$0.00	\$2,526.39
Outstanding Balance				\$2,526.39
Total Amount Outstanding				\$2,526.39

Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 242

Invoice Date: 9/1/24

Due Date: 9/1/24

Case:

P.O. Number:

Bill To:

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

Description	Hours/Qty	Rate	Amount
Website Administration - September 2024		87.42	87.42
Management Fees -September 2024		3,246.25	3,246.25
Information Technology - September 2024		177.58	177.58
Office Supplies		0.12	0.12
Postage		2.76	2.76
Copies		4.35	4.35
Telephone		6.58	6.58
Total			\$3,525.06
Payments/Credits			\$0.00
Balance Due			\$3,525.06



KILINSKI | VAN WYK
Kilinski | Van Wyk PLLC

P.O. Box 6386
 Tallahassee, Florida 32314

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

INVOICE

Invoice # 10336
 Date: 09/08/2024
 Due On: 10/08/2024

OTC CDD - 01 GENERAL COUNSEL/MONTHLY MEETING

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	JK	08/23/2024	Prepare human trafficking affidavit and contract addendum to comply with new section 787.06, Florida Statutes.	0.10	\$355.00	\$35.50
Total						\$35.50

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
10336	10/08/2024	\$35.50	\$0.00	\$35.50
Outstanding Balance				\$35.50
Total Amount Outstanding				\$35.50

Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 243

Invoice Date: 9/15/24

Due Date: 9/15/24

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 2025		5,618.00	5,618.00
Total			\$5,618.00
Payments/Credits			\$0.00
Balance Due			\$5,618.00

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 244

Invoice Date: 10/1/24

Due Date: 10/1/24

Case:

P.O. Number:

Bill To:

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

Description	Hours/Qty	Rate	Amount
Management Fees -October 2024		3,441.00	3,441.00
Website Administration - October 2024		92.67	92.67
Information Technology - October 2024		188.17	188.17
Office Supplies		0.03	0.03
Postage		5.99	5.99
Copies		0.90	0.90
		Total	\$3,728.76
		Payments/Credits	\$0.00
		Balance Due	\$3,728.76

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 245
Invoice Date: 11/1/24
Due Date: 11/1/24
Case:
P.O. Number:

Bill To:

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

Description	Hours/Qty	Rate	Amount
Management Fees -November 2024		3,441.00	3,441.00
Website Administration - November 2024		92.67	92.67
Information Technology - November 2024		188.17	188.17
Office Supplies		0.03	0.03
Postage		0.69	0.69

RECEIVED
By Tara Lee at 12:50 pm, Nov 07, 2024

Total	\$3,722.56
Payments/Credits	\$0.00
Balance Due	\$3,722.56

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

Invoice

Invoice #: 246
Invoice Date: 12/1/24
Due Date: 12/1/24
Case:
P.O. Number:

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

Description	Hours/Qty	Rate	Amount
Management Fees -December 2024		3,441.00	3,441.00
Website Administration - December 2024		92.67	92.67
Information Technology - December 2024		188.17	188.17
Copies		0.45	0.45

Total \$3,722.29

Payments/Credits \$0.00

Balance Due \$3,722.29

RECEIVED

By Tara Lee at 11:35 am, Dec 04, 2024

Governmental Management Services, LLC

475 West Town Place, Suite 114
St. Augustine, FL 32092

Invoice

Invoice #: 247

Invoice Date: 1/1/25

Due Date: 1/1/25

Case:

P.O. Number:

Bill To:

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

Description	Hours/Qty	Rate	Amount
Management Fees -January 2025		3,441.00	3,441.00
Website Administration - January 2025		92.67	92.67
Information Technology -January 2025		188.17	188.17
Copies		0.15	0.15

RECEIVED
By Tara Lee at 8:38 am, Jan 06, 2025

Total	\$3,721.99
Payments/Credits	\$0.00
Balance Due	\$3,721.99