



**OLD TOWN FLORIDIAN
COMMUNITY DEVELOPMENT
DISTRICT**

MIAMI-DADE COUNTY

**REGULAR BOARD MEETING
MARCH 16, 2022
2:30 P.M.**

Special District Services, Inc.
8785 SW 165th Avenue, Suite 200
Miami, FL 33193

www.oldtownfloridacdd.org
786.303.3661 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
OLD TOWN FLORIDIAN
COMMUNITY DEVELOPMENT DISTRICT
Zamora Corp. Meeting Room
6741 Coral Way, Suite 18
Miami, Florida 33155
REGULAR BOARD MEETING
March 16, 2022
2:30 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. November 30, 2021 Special Board Meeting Minutes.....Page 2
- G. Old Business
 - 1. Staff Report: As Required
- H. New Business
 - 1. Consider Resolution No. 2022-01 – Adopting a Fiscal Year 2022/2023 Proposed Budget.....Page 4
 - 2. Agreement for Access to Certain Exempt Information Maintained by the Miami-Dade County Property Appraiser.....Page 10
- I. Administrative & Operational Matters
- J. Board Member & Staff Closing Comments
- K. Adjourn

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT - FISCAL YEAR 2021/2022 - BOARD OF SUPERVISORS' MEETING SCHEDULE

in the XXXX Court,
was published in said newspaper in the issues of

10/06/2021

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

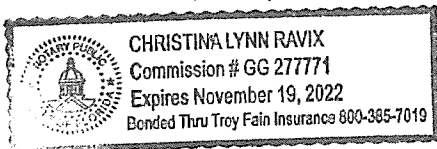
Guillermo Garcia

Sworn to and subscribed before me this
6 day of OCTOBER, A.D. 2021

C. Ramirez

(SEAL)

GUILLERMO GARCIA personally known to me



OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2021/2022 BOARD OF SUPERVISORS' MEETING SCHEDULE

The Board of Supervisors of the Old Town Floridian Community Development District (the "District") will hold their regular meetings for Fiscal Year 2021/2022 at the Zamora Corp. Meeting Room located at 6741 Coral Way, Suite 18, Miami, Florida 33155, at 2:30 p.m. unless otherwise indicated as follows:

October 20, 2021
November 17, 2021
December 15, 2021
January 19, 2022
February 16, 2022
March 16, 2022
April 20, 2022
May 18, 2022
June 15, 2022
July 20, 2022
August 17, 2022
September 21, 2022

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from 8785 SW 165th Avenue, Suite 200, Miami, Florida, 33193 or by calling (561) 630-4922.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (561) 630-4922 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

Meetings may be cancelled from time to time without advertised notice.

District Manager

OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT

www.oldtownfloridiancdd.org
10/6

21-23/0000554846M

**OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT
SPECIAL BOARD MEETING
NOVEMBER 30, 2021**

A. CALL TO ORDER

District Manager Armando Silva called the November 30, 2021, Special Board Meeting of the Old Town Floridian Community Development District (the “District”) to order at 2:43 p.m. in the Meeting Room at Zamora Corp. located at 6741 Coral Way, Suite 18, Miami, Florida 33155.

B. PROOF OF PUBLICATION

Mr. Silva presented proof of publication that notice of the Special Board Meeting had been published in the *Miami Daily Business Review* on November 22, 2021, as legally required.

C. ESTABLISH QUORUM

It was determined that the attendance of the following Board Members constituted a quorum and it was in order to proceed with the meeting: Ani Mayoral, Carlos Tosca and Mario Hernandez.

Also in attendance were: District Manager Armando Silva of Special District Services, Inc.; and District Counsel Gregory George of Billing Cochran, Lyles, Mauro & Ramsey, P.A.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. July 21, 2021, Regular Board Meeting & Public Hearing

The July 21, 2021, Regular Meeting & Public Hearing minutes were presented for Board approval.

A **motion** was made by Ms. Mayoral, seconded by Mr. Tosca and passed unanimously approving the minutes of the July 21, 2021, Regular Board Meeting & Public Hearing, as presented.

G. OLD BUSINESS

1. Staff Report, as Required

There was no Staff Report at this time.

H. NEW BUSINESS

1. Consider Resolution No. 2021-31 – Adopting an Amended FY 2020/2021 Final Budget

Mr. Silva presented Resolution No. 2021-31, entitled:

RESOLUTION NO. 2021-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2020/2021 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

Mr. Silva read the title of the resolution into the record and provided an explanation for the document. A discussion ensued after which:

A **motion** was made by Ms. Mayoral, seconded by Mr. Tosca and unanimously passed approving and adopting Resolution No. 2021-31, as presented, thereby setting the amended/revised budget for the 2020/2021 fiscal year.

I. ADMINISTRATIVE & OPERATIONAL MATTERS

There were no Administrative & Operational Matters to address.

P. BOARD MEMBER & STAFF CLOSING COMMENTS

There was no Board Member & Staff Closing Comments.

Q. ADJOURNMENT

There being no further business to come before the Board, the Special Board Meeting was adjourned at 2:47 p.m. on a **motion** made by Ms. Mayoral, seconded by Mr. Tosca and passed unanimously.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

RESOLUTION 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT APPROVING THE PROPOSED BUDGET FOR FISCAL YEAR 2022/2023 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Old Town Floridian Community Development District (“**District**”) was recently established by the Board of County Commissioners of Miami-Dade County, Florida effective April 30, 2021; and

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors of the Old Town Floridian Community Development District (“**Board**”) the proposed operating budget for Fiscal Year 2022/2023; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The operating budget proposed by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said budget.

SECTION 2. The public hearing on the approved budget is hereby declared and set for the following date, hour and location:

DATE:	<u>May 18, 2022</u>
HOOR:	<u></u>
LOCATION:	<u>Zamora Corp. Meeting Room</u> <u>6741 Coral Way, Suite 18,</u> <u>Miami, FL 33155</u>

SECTION 3. The District Manager is hereby directed to submit a copy of the proposed budget to Miami-Dade County at least sixty (60) days prior to the hearing set above.

SECTION 4. In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2. If the District does not have its own website, the District’s Secretary is directed to transmit the approved budget to the manager or administrator of Miami-Dade County for posting on its website.

SECTION 5. Notice of this public hearing shall be published in the manner prescribed in Florida law.

SECTION 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 16th day of March, 2022.

ATTEST:

**OLD TOWN FLORIDIAN
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary

Chairman, Board of Supervisors

Exhibit A: Fiscal Year 2022/2023 Budget

Old Town Floridian Community Development District

**Proposed Budget For
Fiscal Year 2022/2023
October 1, 2022 - September 30, 2023**

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- II DETAILED PROPOSED BUDGET**

PROPOSED BUDGET
OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023 BUDGET
REVENUES	
O&M Assessments	0
Developer Contribution	107,825
Debt Assessments	0
Interest Income	0
TOTAL REVENUES	\$ 107,825
EXPENDITURES	
Administrative Expenditures	
Supervisor Fees	0
Management	29,400
Legal	15,000
Assessment Roll	6,500
Audit Fees	4,000
Arbitrage Rebate Fee	650
Insurance	6,000
Legal Advertisements	3,000
Miscellaneous	1,250
Postage	300
Office Supplies	800
Dues & Subscriptions	175
Website Management & ADA Compliance	1,500
Trustee Fees	4,250
Continuing Disclosure Fee	2,000
Total Administrative Expenditures	\$ 74,825
Maintenance Expenditures	
Engineering/Inspections	3,000
Miscellaneous Maintenance	15,000
Infrastructure Maintenance	15,000
Total Maintenance Expenditures	\$ 33,000
TOTAL EXPENDITURES	\$ 107,825
REVENUES LESS EXPENDITURES	\$ -
Bond Payments	0
BALANCE	\$ -
County Appraiser & Tax Collector Fee	0
Discounts For Early Payments	0
EXCESS/ (SHORTFALL)	\$ -

DETAILED PROPOSED BUDGET
OLD TOWN FLORIDIAN COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2020/2021 ACTUAL	FISCAL YEAR 2021/2022 BUDGET	FISCAL YEAR 2022/2023 BUDGET	COMMENTS
REVENUES				
O&M Assessments	0	0	0	
Developer Contribution	0	102,775	107,825	Developer Contribution
Debt Assessments	0	0	0	
Interest Income	0	0	0	
TOTAL REVENUES	\$ -	\$ 102,775	\$ 107,825	
EXPENDITURES				
Administrative Expenditures				
Supervisor Fees	0	0	0	
Management	0	29,400	29,400	
Legal	0	15,000	15,000	
Assessment Roll	0	6,500	6,500	Will Commence In Fiscal Year Following Issuing Of Bond
Audit Fees	0	0	4,000	Will Commence In Fiscal Year Following Issuing Of Bond
Arbitrage Rebate Fee	0	0	650	Will Commence In Fiscal Year Following Issuing Of Bond
Insurance	0	6,000	6,000	
Legal Advertisements	0	3,000	3,000	
Miscellaneous	0	1,250	1,250	
Postage	0	300	300	
Office Supplies	0	800	800	
Dues & Subscriptions	0	175	175	Annual Fee Due Department Of Economic Opportunity
Website Management & ADA Compliance	0	1,500	1,500	
Trustee Fees	0	3,850	4,250	Will Commence In Fiscal Year Following Issuing Of Bond
Continuing Disclosure Fee	0	2,000	2,000	Will Commence In Fiscal Year Following Issuing Of Bond
Total Administrative Expenditures	\$ -	\$ 69,775	\$ 74,825	
Maintenance Expenditures				
Engineering/Inspections	0	3,000	3,000	Engineers Report To Be Included In Bond Cost Of Issuance
Miscellaneous Maintenance	0	15,000	15,000	
Infrastructure Maintenance	0	15,000	15,000	
Total Maintenance Expenditures	\$ -	\$ 33,000	\$ 33,000	
TOTAL EXPENDITURES	\$ -	\$ 102,775	\$ 107,825	
REVENUES LESS EXPENDITURES	\$ -	\$ -	\$ -	
Bond Payments	0	0	0	
BALANCE	\$ -	\$ -	\$ -	
County Appraiser & Tax Collector Fee	0	0	0	
Discounts For Early Payments	0	0	0	
EXCESS/ (SHORTFALL)	\$ -	\$ -	\$ -	

**AGREEMENT FOR ACCESS TO CERTAIN EXEMPT INFORMATION MAINTAINED
BY THE MIAMI-DADE COUNTY PROPERTY APPRAISER**

THIS AGREEMENT TO ACCESS CERTAIN EXEMPT INFORMATION MAINTAINED BY THE MIAMI-DADE COUNTY PROPERTY APPRAISER (AGREEMENT), made and entered into this ____ day of _____, 20____, by and between the _____ **Community Development District** (hereinafter referred to as the “CDD”) and the **MIAMI-DADE COUNTY PROPERTY APPRAISER**, (hereinafter referred as the “**Property Appraiser**”).

WITNESSETH

WHEREAS, the CDD is an independent special purpose unit of local government that helps plan, finance, construct, operate and maintain infrastructure and services for the benefit of its residents,

WHEREAS, the CDD may finance infrastructure and services by levying ad valorem taxes or non-ad valorem assessments,

WHEREAS, the CDD has requested access to certain records maintained by the Property Appraiser relating to specific property owners, including name, home addresses, telephone numbers, dates of birth, and photographs, which are exempt from public disclosure under section 119.071 of the Florida Statutes (“**Exempt Information**”),

WHEREAS, under section 119.071 of the Florida Statutes, “home addresses” includes the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name and lot number, GPS coordinates, and any other descriptive property information that may reveal the home address,

WHEREAS, the CDD shall only request Exempt Information when there is a statutory or official need for the Exempt Information,

WHEREAS, the CDD shall take full responsibility for protecting all Exempt Information provided pursuant to this agreement in accordance with Florida law,

NOW, THEREFORE, in consideration of the covenants herein provided, the CDD and the Property Appraiser agree as follows:

1. The foregoing recitals are incorporated herein.
2. Before the CDD requests any Exempt Information from the Property Appraiser, the CDD shall establish sufficient safeguards to ensure that Exempt Information will not be disclosed, whether intentionally or inadvertently, by the CDD or any of its agents or employees, except as authorized by Florida law.
3. The CDD shall only use Exempt Information to fulfill the official administration, duties, and responsibilities of the CDD and such Exempt Information may not be disclosed or shared for any other purpose other than as prescribed by Florida law.

4. When in receipt of Exempt Information from the Property Appraiser, the CDD acknowledges that its employees, successors, and authorized agents are subject to the same requirements exempting such records from public disclosure and the same penalties for violation of those requirements as the Property Appraiser. The CDD accepts full responsibility for the actions of its employees, successors, and authorized agents with regards to the Exempt Information.
5. To the extent allowed by, and subject to the limitations of, section 768.28 of the Florida Statutes, if applicable, the CDD does hereby agree to indemnify and hold the Property Appraiser, its officials, employees, and instrumentalities, harmless from any and all liability for any damage, injury, or claim that may arise by virtue of the Exempt Information, or the exercise of any rights, obligations or actions under this Agreement, including, but not limited to, the CDD's failure to maintain the Exempt Information in accordance with Florida law.
6. The undersigned further agrees that these conditions shall be deemed a continuing obligation between the CDD and the Property Appraiser and shall remain in full force and effect and be binding on the CDD, and any permitted successors or assigns.
7. In the event that the CDD requests any third party to assume any of its responsibilities as it relates to the Exempt Information or this Agreement, the CDD must require the third party to agree in writing that it is subject to, and must comply with, all terms of this Agreement and that it must protect the Exempt Information from disclosure. Such agreement by the third party must be signed before the CDD allows the third party to access any Exempt Information. The CDD acknowledges that such assumption by a third party shall not relieve the CDD from any obligations or responsibilities hereunder. Any failure by any third party shall not subject the Property Appraiser to any liability for any damage, injury, or claim that may arise. A failure of the CDD to comply with this section shall be a breach of this Agreement and therefore a termination of the Agreement without the notice requirement in section 9.
8. Nothing in this Agreement, expressed or implied, is intended to: (a) confer upon any entity or person other than the parties and any permitted successors or assigns, any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement. Additionally, nothing herein shall be deemed to constitute a waiver of any rights under section 768.28 of the Florida Statutes, or as a waiver of the Property Appraiser's sovereign rights.
9. Either party to this Agreement may terminate the Agreement with seven (7) days' written notice to the other party. Upon termination of the Agreement, the CDD shall destroy all Exempt Information within ten (10) days. The CDD's obligation to protect the Exempt Information from disclosure shall remain in full force and effect following the termination of the Agreement.
10. The language agreed to herein expresses the mutual intent and agreement of the Property Appraiser and the CDD, and shall not, as a matter of judicial construction, be construed more severely against one of the parties from the other.

11. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (e.g., Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified. The method of delivery shall be consistent among all of the persons listed herein. For the present, the CDD and Property Appraiser designate the following as the respective places for notice purposes:

Community Development District:

With a Copy to:

Property Appraiser

Miami-Dade County
Office of the Property Appraiser
111 Northwest First Street, Suite 710
Miami, Florida 33128

With a Copy to:

Miami-Dade County Attorney's Office
111 Northwest First Street, Suite 2810
Miami, Florida 33128

IN WITNESS WHEREOF, the _____ Community Development District has caused this instrument to be executed by its respective officials thereunto duly authorized, this the day and year above written.

_____ **COMMUNITY DEVELOPMENT DISTRICT**

ATTEST:

By: _____
Clerk

By: _____
Chairperson

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

CDD Attorney

MIAMI-DADE COUNTY PROPERTY APPRAISER

ATTEST:

By: _____
Property Appraiser or
Designee

Date