

*Stoneybrook South
Community Development District*

Agenda

February 1, 2021

AGENDA

Stoneybrook South

Community Development District

219 E. Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

January 25, 2021

Board of Supervisors
Stoneybrook South
Community Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Stoneybrook South Community Development District will be held **Monday, February 1, 2021 at 10:00 a.m. at the Oasis Club at ChampionsGate, 1520 Oasis Club Blvd., ChampionsGate, FL 33896.** Following is the advance agenda for the regular meeting:

1. Roll Call
2. Public Comment Period
3. Organizational Matters
 - A. Review of Resumes/Letters of Interest for Board Vacancy in Seat #2
 - B. Appointment of Individual to Fulfill the Board Vacancy with a Term Ending November 2024
 - C. Consideration of Resolution 2021-05 Electing Assistant Secretary
4. Business Administration
 - A. Approval of Minutes of the December 7, 2020 Meeting
 - B. Consideration of Check Register
 - C. Balance Sheet and Income Statement
5. Business Items
 - A. Ratification of Data Sharing and Usage Agreement with the Osceola County Property Appraiser
 - B. Discussion and Consideration of Proposals for Palm Tree Replacement
 - C. Presentation and Discussion of E-Verify System Memorandum and Sample Memorandum of Understanding
6. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 - D. Field Manager
7. Supervisor's Requests
8. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is the Organizational Matters. Section A is the review of resumes/letters of interest for the vacancy in Seat #2. Section B is the appointment of an individual to fulfill the Board vacancy with a term ending November 2024. There is no back-up material. Section C is the consideration of Resolution 2021-05 electing an Assistant Secretary. A copy of the Resolution is enclosed for your review.

The fourth order of business is Business Administration. Section A is the approval of the minutes of the December 7, 2020 meeting. The minutes are enclosed for your review. Section B includes the check register for consideration and Section C includes the balance sheet and income statement for your review.

The fifth order of business is the Business Items. Section A is the ratification of the data sharing and usage agreement with the Osceola County Property Appraiser. A copy of the agreement is enclosed for your review. Section B is the discussion and consideration of a proposal from Down to Earth related to palm tree replacement. A copy of the proposal and map with location pictures is enclosed for your review. Section C is the presentation and discussion of the memorandum regarding the E-Verify System and a sample Memorandum of Understanding is enclosed for your review.

The sixth order of business is Staff Reports. Section D includes a copy the Field Manager's Report for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please contact me.

Sincerely,



George S. Flint
District Manager

Cc: Tracy Robin, District Counsel
David Reid, District Engineer
Alan Scheerer, Field Manager

Enclosures

SECTION III

SECTION C

RESOLUTION 2021-05

**A RESOLUTION OF THE STONEYBROOK SOUTH
COMMUNITY DEVELOPMENT DISTRICT ELECTING
TERRY SIRON AS ASSISTANT SECRETARY OF THE
BOARD OF SUPERVISORS**

WHEREAS, the Board of Supervisors of the Stoneybrook South Community District desires to elect Terry Siron as an Assistant Secretary.

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

1. Terry Siron is elected as an Assistant Secretary of the Board of Supervisors.

Adopted this 1st day of February, 2021.

Secretary/ Assistant Secretary

Chairman/ Vice Chairman

SECTION IV

SECTION A

MINUTES OF MEETING
STONEBROOK SOUTH
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Stoneybrook South Community Development District was held Monday, December 7, 2020 at 10:00 a.m. at Oasis Club at ChampionsGate, 1520 Oasis Club Blvd., ChampionsGate, Florida.

Present and constituting a quorum were:

Basan Nembirkow	Chairman
Robert DiCocco	Vice Chairman
Patricia Newberry	Assistant Secretary (<i>resigned at end of meeting</i>)
Chris Manjourides	Assistant Secretary
Terry Siron	Assistant Secretary

Also present were:

George Flint	District Manager
Vivek Babbar	District Counsel (by phone)
Dave Reid	District Engineer (by phone)
Alan Scheerer	Field Manager

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order, five Board members were present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint: We did post a call-in number for the public if they wanted to participate on the phone, but I do not believe we have anyone who is dialed in. There is a separate number for staff, and we have the District Engineer and District Counsel on the phone. Having no public comment, we will move on to organizational matters.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Administration of Oath(s) of Office to Newly Appointed Board Member(s)

Mr. Flint: We need to administer the oath to Ms. Newberry who was just re-elected in the new election. The new office took effect on November 17th, so this is the first meeting since that.

Mr. Flint: Ms. Newberry, as a citizen of the State of Florida and of the United States of America and as an officer of the Stoneybrook South Community Development District and a recipient of public funds, as such officer, do you hereby solemnly swear and affirm you will support the Constitution of the United States and of the State of Florida?

Ms. Newberry: I do.

Mr. Flint: If you go ahead and provide that to me, I can notarize it.

B. Appointment of Individual in Seat #1

Mr. Flint: Seat number one, Terry was appointed at the last meeting for the remainder of the term which expired on November 17th. Technically, that term expired and the Board has the option of reappointing Terry, appointing someone else, or taking no action on the seat at this time.

Mr. Flint: Mr. Siron, as a citizen of the State of Florida and of the United States of America and as an officer of the Stoneybrook South Community Development District and a recipient of public funds, as such officer, do you hereby solemnly swear and affirm you will support the Constitution of the United States and of the State of Florida?

Mr. Siron: I so swear.

Mr. Flint: Thank you.

On MOTION by Ms. Newberry, seconded by Mr. Nembirkow, with all in favor, Appointment of Individual in Seat #1, was accepted.

C. Election of Officers

Mr. Flint: The statutes require that every time there is an election, you are required to consider officers. We have provided Resolution 2021-03 in the agenda package to elect a Chair, Vice Chair, Secretary, Assistant Secretaries, Treasurer, and Assistant Treasurer. Currently, Buzz is the Chair, Mr. DiCocco is the Vice Chair, the other three Board members are Assistant Secretaries, I am Secretary, and the District Accountant, Ariel Lovera, is Treasurer.

D. Consideration of Resolution 2021-03 Electing Officers

Mr. Flint: We can take each seat individually, or if a Board member wants to make a motion to elect a slate of officers, you can handle it in one motion.

Mr. Siron: I so move that we elect a slate of officers.

Mr. Flint: And what would the slate be?

Mr. Siron: Buzz as Chairperson, Bob DiCocco as Vice Chairperson, the other three Board members as Assistant Secretaries, and the Secretary and Treasurer as you named earlier.

Mr. Flint: Myself as Secretary and Ariel Lovera as Treasurer?

Mr. Siron: Yes, sir.

Mr. Flint: And there was no Assistant Treasurer.

On MOTION by Mr. Siron, seconded by Ms. Newberry, with all in favor, Resolution 2021-03 Electing Officers as slated above, was accepted.

FOURTH ORDER OF BUSINESS

Business Administration

A. Approval of Minutes of the October 5, 2020 Meeting

Mr. Flint: Next is approval of the minutes from the October 5, 2020 meeting. Did the Board have any comments or corrections? Hearing none,

On MOTION by Mr. Nembirkow, seconded by Ms. Newberry, with all in favor, the Minutes of the October 5, 2020 Board Meeting, were approved.

B. Consideration of Check Register

Mr. Flint: You have approval of the Check Register from September 29, 2020 through November 30, 2020. It totals \$304,826.68. A significant portion of the checks, you'll see Stoneybrook South CDD care of US Bank and that is assessment revenue that we have received from the County from the tax bills. We have to write a check for the Debt Service portion to transfer that money to the Trustee for deposit in the trust account. Were there any questions on the check register? Hearing none,

On MOTION by Ms. Newberry, seconded by Mr. Manjourides, with all in favor, the Check Register, was approved.

C. Balance Sheet and Income Statement

Mr. Flint: You have the unaudited financial statements through October 31, 2020. This is the first month of the new fiscal year which runs from October 1, 2020 to September 30, 2021. You have the balance sheet that reflects the General Fund and the Debt Service as well as the

statement of revenue expenditures for each one of the funds. At this point, we hadn't received any assessment revenue because the tax bills go out on November 1st. Are there any questions on the financial statements?

Mr. DiCocco: George, will they wait until the tax year is completely over? I paid mine in the month of November, but you have all the way to February before they add it to our account?

Mr. Flint: We usually get two discernments a month. We have already started getting that. The check register, you saw the checks going to the Trustee. That is because we have already started receiving the funds from the county. At a minimum, we try to keep two and a half to three months operating revenue in our account to carry us through the beginning, but we have well above that as reflected on the balance sheet. There is no action required on the financial statements.

FIFTH ORDER OF BUSINESS

Business Items

A. Consideration of Resolution 2021-04 Amending the Fiscal Year 2020 Budget

Mr. Flint: The Board had approved a couple capital/maintenance related items that were not budgeted during the course of the year. Normally, we amend the budget after to reflect those changes. Primarily, you will see we've increased the capital outlay line item by \$50,500. We have actual expenses of \$50,420. Half of that is the fountains. We have done a combination of reducing other line items that were under budget and recognizing some additional carry forward \$37,000 in order to balance the amended budget. Any questions on the purposed amendment?

On MOTION by Ms. Newberry, seconded by Mr. Nembirkow, with all in favor, Resolution 2021-04 Amending the Fiscal Year 2020 Budget, was approved.

B. Discussion and Consideration of Installation of Fountains in District Ponds

Mr. Flint: The next item was on the last agenda. I apologize, there was a little confusion about the proposal location based on the map that was in the agenda. I think South was at the top of the map, and North was at the bottom. Alan put together an additional map to go with the proposals that show you the two items that are proposed. This effort is been spearheaded by a resident who is also on the resident advisory committee for the homeowner's association. They have made the same request to Stoneybrook South at Championsgate. However, Stoneybrook South, because it is still developer controlled, they did not budget for those items and their response was that they would discuss it a consider it during the budget process for the next fiscal

year. There are two fountains that they have included proposals for that they are requesting the Board consider installing in Stoneybrook South CDD. Alan, do you want to add any additional information?

Mr. Scheerer: No, you did very well George, thank you. They are the same horsepower that we installed earlier in the year, the 7 ½. The locations, I believe, are self-explanatory with this particular map. Like George said, they have asked us to put this back on the agenda for discussion and consideration by the Board today. It is the same company that installed 15 and 16 and the proposals are all inclusive. I can try to answer any questions you might have with respect to the proposal or the map.

Mr. DiCocco: The map is good. I am a little vague on 18th green, fountain pond 8. It's our responsibility, but the golf course maintains it. Is that correct?

Mr. Scheerer: This particular one is a CDD owned pond, but golf course maintained. They do everything aquatics wise and the only aquatics we do are the 27 Double Eagle Drive and these two right here.

Mr. Flint: At some point they may come back to the CDD, at this point they are maintaining them.

Mr. Manjourides: So, when you say maintain, it doesn't have to do with maintenance of the fountain?

Mr. Scheerer: Well, there is no fountain there yet, but if there was a fountain installed there the District would end up maintaining the fountain just like we do on 27, 15, and 16. The District would pay to install them, we would maintain them, we would pay the electrical bill, we would do it all. The original proposal was in the name of the gold course, so when it was asked that we present this to you I did go ahead and contact Lake Fountains. I also asked them to remove the tax, because we pay no tax. So, they actually put the proposal in the name of the CDD, removed the tax, and adjusted the price accordingly.

Mr. Flint: From a financial perspective, we do have almost \$1.5 million in our general fund operating account. So, we do have adequate funds if the Board decides this is something they want to do. It was not something that was discussed in the budget process and appropriated, but just like last year you did have the option of doing it if it is something the Board desired to.

Mr. Manjourides: One question I wanted to ask, the budget year to year, is there enough money in it for the maintenance of all these fountains? Or do we need to allocate more money?

Mr. Flint: Right now we are actually subsidizing our operating budget with fun balance if you noticed. At some point, to true-up your current expenses to current revenue there will need to be an adjustment on the expense side or there will need to be an adjustment on the revenue side.

Mr. DiCocco: That wouldn't happen until we have exhausted any excess we had, right?

Mr. Flint: Well, at some point you have the \$1.5 million and you don't want to continue to spend that down beyond a certain point. When you look at it as number of months of operating it's significant. The main reason you have this money is because there was a refund of impact fees that were paid, and it came back to the CDD versus going to the developer. That money has been sitting in your general fund. From our perspective, it didn't make a lot of sense to increase assessments when you had the cash sitting there.

Mr. DiCocco: The balance is about \$50,000 for both of them?

Mr. Scheerer: Yes sir, the fountain for what they are calling pond #7 is \$23,635, and that is all inclusive. Pond #8 is \$25,960 and a majority of that for that pond #8 is where they are having to pull the power from. It is a long directional bore to get underneath that 18th fairway by that green in order to install the fountain.

Mr. Flint: We'll want to make sure with the golf course that they have no issue with us going underneath their green.

Ms. Newberry: Where would the electrical box be?

Mr. Scheerer: Unfortunately, Chris did all the homework on this and I have not met with him with respect to this. I am assuming it is going to be on the Westside Boulevard side.

Mr. DiCocco: You should probably include in the proposal, putting bushes around the electrical box.

Mr. Scheerer: I just had a call with Down to Earth and we are getting a little off topic here, but they gave me a rough number and the biggest issue we have on 15 and 16 is where does the District have any water? We don't have any water, those are all homes and golf course. They tell me they found a spot, after the meeting we are going to take a look at that. They've got a number together, it's about two grand for each location. Most of it is running the water. Maybe the golf course will help us out on 18 since it kind of benefits them on that feature hole there, it will allow us to tap into some of there water. I'll work with Chris on whatever decision the Board makes today or if it gets differed to 2022.

Mr. DiCocco: I think from an aesthetic value and also a practical sense of keeping the larva at bay with the flowing water, those would be an enhancement to the neighborhood. The ones on 15 and 16 are gorgeous. The first thing people see are those fountains. I make a proposal that we go ahead and fund the fountains on pond #7 and pond #8 under the current year after consultation with Chris Russel on the circumstances.

On MOTION by Mr. DiCocco, seconded by Mr. Siron, with all in favor, the Installation of Fountains in District Ponds, was approved.

SIXTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Flint: Vivek is on the phone. Do you have anything for the Board, Vivek?

Mr. Babbar: Nothing to report on, but I am happy to answer any questions.

Mr. Flint: Are there any questions for Counsel? Hearing none,

B. District Engineer

Mr. Flint: We also have Dave Reid the District Engineer on the phone. Dave, anything for the Board?

Mr. Reid: No, I have nothing new this month.

Mr. Flint: Okay, are there any questions for District Engineer? Hearing none,

C. District Manager

Mr. Flint: I have nothing other than what was on the agenda.

D. Field Manager

Mr. Scheerer: Included in the agenda was the Field Manager’s Report for the month. A lot of it is repetitive information. The architectural fountain, the irrigation repairs, the mulch is complete in CDD areas, the arch lighting is working, lake fountains are all working, I checked them again this morning. Under the conclusion part of this, I still meet with Down to Earth on a weekly basis. We did get an initial proposal for about \$4,000 to do the Podocarpus hedges on the electrical meter boxes on 15 and 16. I just need to confirm the location of the water and we will move forward with that once I meet with them today. I did talk to them about re-weeding and re-mulching Double Eagle Drive where it was brought up, but it looks like they were pretty thin

right there, so that was taken care of. One of the other questions that the Board asked me about was the replacement of the Palm trees out here and as I have stated in previous Board meeting, there has not been any recommendation for replacing Washingtonias or Queens, as far as Palm trees go. I did get a recommendation from their head pest guy, Mark Singleton, and he thinks that a Sable Palm 25 to 30 foot would be an adequate replacement for the Washingtonia Palms. It is about \$620 per location right now. I hate to keep dragging this on, but I need to get third party verification that this is going to work. Everything I have ever heard, there is no replacement for Palms without digging out a bunch of the soil, replacing the soil, and putting it all back. Down to Earth's Mark Singleton is telling me this will work well. I have a couple calls in and by the next meeting, I will have some recommendations for this Board. We are probably missing about ten total throughout the whole community. It is a different looking Palm, and it is similar to the Washy, but the bark is not quite the same. When I get that information and I confirm that it's a good replacement, I'll bring that back to the Board in its entirety with the number of missing trees and the Board can make a decision and we can do it this year if you want or we can look to do it next year to see if we have any more damage by the end of the budget year. Down to Earth's FMP for the Pest Guys are still treating turf weeds, removing tree suckers, trimming hedges, lemming up street trees, and they continue to apply fall glandular fertilizer on shrubs. Annuals, I believe, have been replaced. All four fountains are working. Monuments are working. I had the sidewalk contractor immediately remove that chunk of sidewalk he removed. The reason why he put it back there is because he didn't know where to put it. I got a report from Courtney Waller today about a light out on a monument on Due Circle. So, we will address that. She emailed me this morning.

Mr. Siron: We have a light that keeps going on and off on Moss Creek and I don't know why that is.

Mr. DiCocco: Is it a streetlight?

Mr. Siron: Yes, it's a streetlight.

Mr. Nembirkow: That's Duke. Tell Ron Phillips, he's the one that does that and reports it every month. He's been having trouble because he said Duke hasn't been dealing with it as efficiently as they had been in the past. So, there are a number of lights that are still out on the streets.

Mr. Scheerer: If you go online to the Duke website, we do this quite a bit in the Districts where the CDD owns streetlights, you go on to their streetlight outage report, type in all the information, there is usually an asset ID number on the pole. Make sure you have that, and then what we typically do on our end is we will take some pink flagging tape and wrap it around so they can come out and find where it is. If there is yellow caution tape around it, usually they're writing saying bad ballast or underground or something and that's about 30 to 45 days for them to come out and finish that repair.

Mr. Flint: If they come out and it's not just the bulb, then you'll see the yellow tape. Are there any questions?

Mr. Manjourides: The sidewalk that you fixed on the valley there.

Mr. Scheerer: They still have to put the dome on, we have not forgotten about it.

Mr. Manjourides: And there are two areas behind the fountain there where the sidewalk is cracked.

Mr. Scheerer: Okay.

Mr. Flint: There was a trip and fall on Oasis Club and there was an insurance claim filed. It happened that the section of sidewalk is actually on a tract owned by the HOA. Normally we don't report insurance claims to the Board just because when we get them we turn them over to our insurance and they assign a claims adjuster, and we are usually not involved when they negotiate a settlement.

Mr. Nembirkow: On the North side, not our CDD, they put metal strips over the gutters. I'm just curious looking at the fasteners, they used concrete screws instead of putting the bolt. I just think they are going to be a safety hazard in the long run because they'll come up. Those edges are sharp.

Mr. Manjourides: They had their maintenance people do it instead of having someone who knew what they were doing.

Mr. Scheerer: I'll talk to Chris when I talk to him about the fountains. I'll let him know these were approved today pending the fact that we can install some hedges and use their water. The least they can do is give us a little water.

Mr. Manjourides: One more thing, nothing major but I was just wondering, we own the outside areas of the entrance where it says Country Club as you are coming into, there is a little wall that goes around. Is that CDD or is that HOA?

Mr. Scheerer: The entryway off of Westside Boulevard? We maintain all of that.

Mr. Manjourides: And we supply all the lights and everything to those?

Mr. Scheerer: Yes sir.

Mr. Manjourides: But inside is the HOA? The guard house and stuff like that?

Mr. Scheerer: Right. We do the neighborhood monuments too.

SEVENTH ORDER OF BUSINESS

Supervisor’s Requests

Mr. Flint: Supervisor’s request, it’s a sad day for the District Ms. Newberry.

Ms. Newberry: I am going to miss you guys.

Board: We’ll miss you.

Mr. Flint: We received a resignation from Ms. Newberry effective the end of this meeting. Is there anything else from the Board? Anything that was not on the agenda that you want to discuss? Hearing none,

EIGHTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Nembirkow, seconded by Ms. Newberry, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION B

Stoneybrook South Community Development District

Summary of Checks

November 30, 2020 to January 25, 2021

Bank	Date	Check #	Amount
General Fund	12/3/20	487	\$ 753.70
	12/7/20	488	\$ 4,063.78
	12/8/20	489-492	\$ 3,453.90
	12/10/20	493-494	\$ 1,125,114.73
	12/17/20	495	\$ 21,290.00
	12/22/20	496-499	\$ 1,580,599.91
	1/7/21	500-504	\$ 5,425.82
	1/14/21	505	\$ 382.60
	1/21/21	506-507	\$ 21,385.00
			\$ 2,762,469.44
Payroll Fund	<u>December 2020</u>		
	Basan Newbirkow	50018	\$ 184.70
	Chris Manjourides	50019	\$ 184.70
	Patricia Newberry	50020	\$ 184.70
	Robert DiCocco	50021	\$ 184.70
	Terry Siron	50022	\$ 109.70
			\$ 848.50
			\$ 2,763,317.94

CHECK DATE	VEND#	INVOICE DATE	IRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT
12/03/20	00011	11/12/20	19070		202010	310-51300-31500			*	357.50	
								CDD MTG/REV.AGDA/EXT.PRMT			
11/23/20	19081	202011	310-51300-31500					REV.AUDIT NOT/CRSPND/MEMO	*	396.20	
								STRALEY, ROBIN & VERICKER			753.70 000487
12/07/20	00001	12/01/20	106		202012	310-51300-34000			*	2,708.33	
								MANAGEMENT FEES DEC20			
12/01/20	106	202012	310-51300-35100					INFORMATION TECH DEC20	*	100.00	
12/01/20	106	202012	310-51300-51000					OFFICE SUPPLIES	*	.12	
12/01/20	106	202012	310-51300-42000					POSTAGE	*	5.33	
12/01/20	107	202012	320-53800-12000					FIELD MANAGEMENT DEC20	*	1,250.00	
								GOVERNMENTAL MANAGEMENT SERVICES			4,063.78 000488
12/08/20	00004	7/01/20	2007008		202007	320-53800-47000			*	535.00	
								WATER MGMT TREATMENT JUL			
9/01/20	2009410	202009	320-53800-47000					WATER MGMT TREATMENT SEP	*	535.00	
10/01/20	2010680	202010	320-53800-47000					WATER MGMT TREATMENT OCT	*	535.00	
11/01/20	2011155	202011	320-53800-47000					WATER MGMT TREATMENT NOV	*	535.00	
12/01/20	2012302	202012	320-53800-47000					WATER MGMT TREATMENT DEC	*	535.00	
								AMERICAN ECOSYSTEMS, INC.			2,675.00 000489
12/08/20	00020	11/25/20	22557A		202011	320-53800-47100			*	240.00	
								FOUNTAIN CLEAN ROUNDABOUT			
12/08/20	00038	11/24/20	2579		202010	320-53800-54000			*	375.90	
								GRIND LIFTED SIDEWALK 42FT			
12/08/20	00012	12/01/20	544284		202012	320-53800-47000			*	163.00	
								WATER MGMT SERVICES DEC20			
12/10/20	00032	12/10/20	12102020		202012	300-20700-10000			*	470,142.70	
								FY21 DEBT SERV SER 2013			
								THE LAKE DOCTORS, INC.			163.00 000492
								HERITAGE SERVICE SOLUTIONS LLC			375.90 000491
								FOUNTAIN DESIGN GROUP, INC.			240.00 000490
								STONEYBROOK SOUTH C/O USBANK			470,142.70 000493

SSTH STONE SOUTH TWISCARRA

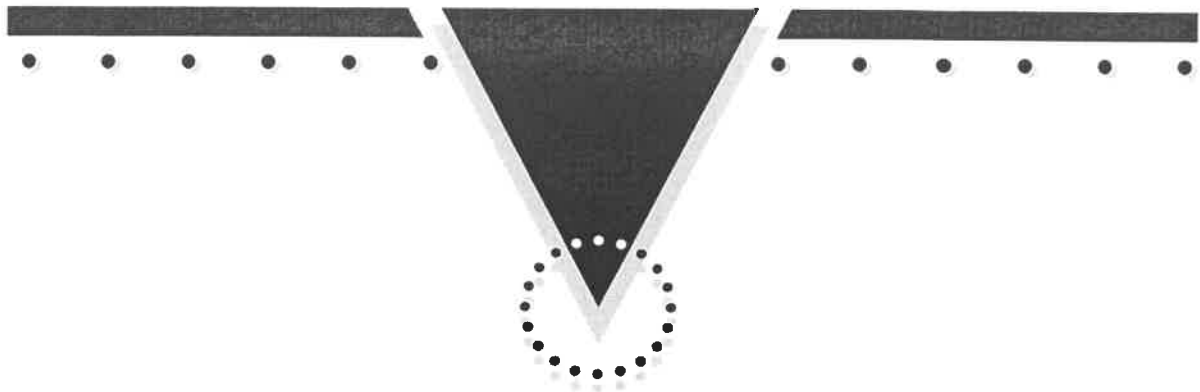
CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT
12/10/20	00032	12/10/20	1210	2020	300-20700-10100			*	654,972.03	654,972.03
					FY21 DEBT SERV SER 2014					
12/17/20	00003	12/10/20	81732	2020	12 320-53800-46200		STONEYBROOK SOUTH CDD C/O USBANK	*	21,290.00	21,290.00
					MAINTENANCE SERVICE DEC20					
12/22/20	00003	12/11/20	83069	2020	12 320-53800-46700		DOWN TO EARTH LAWN CARE II, INC.	*	396.73	396.73
					RFR STCK VALV BKR/SAMPERS					
12/22/20	00032	12/22/20	1222	2020	300-20700-10000		DOWN TO EARTH LAWN CARE II, INC.	*	33,513.86	396.73
					FY21 DEBT SERV SER 2013					
12/22/20	00032	12/22/20	1222	2020	300-20700-10100		STONEYBROOK SOUTH CDD C/O USBANK	*	46,689.32	33,513.86
					FY21 DEBT SERV SER 2014					
12/22/20	00051	12/22/20	1222	2020	300-15100-10000		STONEYBROOK SOUTH CDD C/O USBANK	*	1,500,000.00	46,689.32
					OPEN SBA OPER. RESERVE					
1/07/21	00001	1/01/21	108	2021	01 310-51300-34000		STONEYBROOK SOUTH CDD C/O	*	1,500,000.00	1,500,000.00
					MANAGEMENT FEES JAN21					
1/01/21	108	1/01/21	108	2021	01 310-51300-35100			*	100.00	2,708.33
					INFORMATION TECH JAN21					
1/01/21	108	1/01/21	108	2021	01 310-51300-51000			*	.36	.36
					OFFICE SUPPLIES					
1/01/21	108	1/01/21	108	2021	01 310-51300-42000			*	150.73	150.73
					POSTAGE					
1/01/21	108	1/01/21	108	2021	01 310-51300-42500			*	30.90	30.90
					COPIES					
1/01/21	110	1/01/21	110	2021	01 320-53800-12000		GOVERNMENTAL MANAGEMENT SERVICES	*	1,250.00	1,250.00
					FIELD MANAGEMENT JAN21					
1/07/21	00004	1/01/21	2013	116	2021	01 320-53800-47000		*	535.00	4,240.32
					WATER MGMT TREATMENT JAN					
1/07/21	00020	12/28/20	2278	1A	2020	12 320-53800-47100		*	240.00	535.00
					FOUNTAIN CLEAN ROUNDABOUT					
					FOUNTAIN DESIGN GROUP, INC.					

SSTH STONE SOUTH TVISCARRA

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT
1/07/21	00012	1/01/21	550017 WATER MGMT SERVICES JAN21	202101	320	53800	47000			*	163.00	163.00
1/07/21	00011	12/30/20	19194 THE LAKE DOCTORS, INC.	202012	310	51300	31500			*	247.50	163.00
1/14/21	00003	12/31/20	83712 REV. AGDA/PRP/ATTD BD MTG	202012	320	53800	46700		STRALEY, ROBIN & VERICKER	*	382.60	247.50
1/21/21	00003	1/10/21	84198 RPR WS BLVD ZN12-CNCT/CPL	202101	320	53800	46200		DOWN TO EARTH LAWN CARE II, INC.	*	21,290.00	382.60
1/21/21	00046	1/06/21	62948 MAINTENANCE SERVICE JAN21	202012	310	51300	31100		DOWN TO EARTH LAWN CARE II, INC.	*	95.00	21,290.00
									HAMILTON ENGINEERING & SURVEYING			95.00

TOTAL FOR BANK A 2,762,469.44
 TOTAL FOR REGISTER 2,762,469.44

SECTION C



Stoneybrook South
Community Development District

Unaudited Financial Reporting
December 31, 2020



Table of Contents

1	<u>Balance Sheet</u>
2	<u>General Fund Income Statement</u>
3	<u>Debt Service Income Statement Series 2013</u>
4	<u>Debt Service Income Statement Series 2014</u>
5	<u>Month to Month</u>
6	<u>FY21 Assessment Receipt Schedule</u>

Stoneybrook South
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
December 31, 2020

	General Fund	Debt Service Fund	Totals 2021
<u>ASSETS:</u>			
<u>CASH</u>			
OPERATING ACCOUNT - SUNTRUST	\$504,132	---	\$504,132
STATE BOARD OF ADMINISTRATION	\$1,500,015	---	\$1,500,015
<u>INVESTMENTS</u>			
SERIES 2013			
RESERVE	---	\$734,346	\$734,346
REVENUE	---	\$754,347	\$754,347
PREPAYMENT	---	\$5	\$5
SERIES 2014			
RESERVE	---	\$600,048	\$600,048
REVENUE	---	\$1,123,721	\$1,123,721
TOTAL ASSETS	<u>\$2,004,147</u>	<u>\$3,212,467</u>	<u>\$5,216,614</u>
<u>LIABILITIES:</u>			
ACCOUNTS PAYABLE	\$965	---	\$965
<u>FUND EQUITY:</u>			
FUND BALANCES:			
RESTRICTED FOR DEBT SERVICE 2013	---	\$1,488,698	\$1,488,698
RESTRICTED FOR DEBT SERVICE 2014	---	\$1,723,769	\$1,723,769
UNASSIGNED	\$2,003,182	---	\$2,003,182
TOTAL LIABILITIES & FUND EQUITY	<u>\$2,004,147</u>	<u>\$3,212,467</u>	<u>\$5,216,614</u>

Stoneybrook South

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending December 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 12/31/20	ACTUAL THRU 12/31/20	VARIANCE
REVENUES:				
ASSESSMENTS - TAX ROLL	\$845,101	\$678,507	\$678,507	\$0
INTEREST	\$0	\$0	\$15	\$15
TOTAL REVENUES	\$845,101	\$678,507	\$678,522	\$15
EXPENDITURES:				
ADMINISTRATIVE:				
SUPERVISOR FEES	\$8,000	\$1,000	\$1,800	(\$800)
FICA EXPENSE	\$612	\$77	\$138	(\$61)
ENGINEERING	\$15,000	\$3,750	\$95	\$3,655
ATTORNEY	\$15,000	\$3,750	\$1,001	\$2,749
ARBITRAGE	\$1,100	\$0	\$0	\$0
DISSEMINATION	\$6,500	\$1,625	\$100	\$1,525
ANNUAL AUDIT	\$3,475	\$0	\$0	\$0
TRUSTEE FEES	\$8,300	\$6,223	\$6,223	\$0
ASSESSMENT ADMINISTRATION	\$5,000	\$5,000	\$5,000	\$0
MANAGEMENT FEES	\$32,500	\$8,125	\$8,125	\$0
INFORMATION TECHNOLOGY	\$1,200	\$300	\$300	\$0
TELEPHONE	\$50	\$13	\$0	\$13
INSURANCE	\$3,057	\$3,057	\$5,569	(\$2,512)
POSTAGE	\$200	\$50	\$19	\$31
PRINTING & BINDING	\$400	\$100	\$44	\$56
LEGAL ADVERTISING	\$2,500	\$625	\$0	\$625
CONTINGENCY	\$350	\$88	\$0	\$88
OFFICE SUPPLIES	\$75	\$19	\$1	\$18
PROPERTY APPRAISER	\$545	\$0	\$0	\$0
PROPERTY TAXES	\$5	\$1	\$1	(\$0)
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
FIELD:				
FIELD SERVICES	\$15,000	\$3,750	\$3,750	\$0
ELECTRIC	\$35,000	\$8,750	\$10,234	(\$1,484)
STREETLIGHTS	\$177,000	\$44,250	\$43,179	\$1,071
RECLAIMED WATER	\$300,000	\$75,000	\$29,448	\$45,552
PROPERTY INSURANCE	\$13,750	\$13,750	\$10,678	\$3,072
ENTRY & WALLS MAINTENANCE	\$15,000	\$3,750	\$0	\$3,750
LANDSCAPE MAINTENANCE	\$255,480	\$63,870	\$63,870	\$0
LANDSCAPE REPLACEMENT - PLANTS, SHRUBS, TREES	\$40,000	\$10,000	\$0	\$10,000
TREE TRIMMING	\$10,000	\$10,000	\$0	\$10,000
IRRIGATION REPAIRS	\$10,000	\$2,500	\$4,683	(\$2,183)
AQUATIC MAINTENANCE	\$10,000	\$2,500	\$2,094	\$406
FOUNTAIN REPAIR & MAINTENANCE	\$7,500	\$1,875	\$720	\$1,155
WETLAND MONITORING & MAINTENANCE	\$6,500	\$1,625	\$0	\$1,625
MISCELLANEOUS - STORMWATER CONTROL	\$5,000	\$1,250	\$0	\$1,250
PRESSURE WASHING	\$5,000	\$1,250	\$0	\$1,250
SIDEWALK REPAIR & MAINTENANCE	\$10,000	\$2,500	\$376	\$2,124
ROADWAY REPAIR & MAINTENANCE - STORM GUTTERS	\$5,000	\$1,250	\$0	\$1,250
CONTINGENCY	\$10,000	\$2,500	\$0	\$2,500
CAPITAL OUTLAY	\$15,000	\$3,750	\$0	\$3,750
TOTAL EXPENDITURES	\$1,049,274	\$288,096	\$197,624	\$90,472
EXCESS REVENUES (EXPENDITURES)	(\$204,173)		\$480,898	
FUND BALANCE - BEGINNING	\$204,173		\$1,522,284	
FUND BALANCE - ENDING	\$0		\$2,003,182	

Stoneybrook South

COMMUNITY DEVELOPMENT DISTRICT

SERIES 2013

DEBT SERVICE FUND

Statement of Revenues & Expenditures

For The Period Ending December 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 12/31/20	ACTUAL THRU 12/31/20	VARIANCE
<u>REVENUES:</u>				
ASSESSMENTS - TAX ROLL	\$746,885	\$599,652	\$599,652	\$0
INTEREST	\$10,000	\$2,500	\$86	(\$2,414)
TOTAL REVENUES	\$756,885	\$602,152	\$599,738	(\$2,414)
<u>EXPENDITURES:</u>				
INTEREST - 11/1	\$252,775	\$252,775	\$252,775	\$0
PRINCIPAL - 05/1	\$225,000	\$0	\$0	\$0
INTEREST - 05/1	\$252,775	\$0	\$0	\$0
TOTAL EXPENDITURES	\$730,550	\$252,775	\$252,775	\$0
EXCESS REVENUES (EXPENDITURES)	\$26,335		\$346,963	
FUND BALANCE - BEGINNING	\$402,130		\$1,141,735	
FUND BALANCE - ENDING	\$428,465		\$1,488,698	

Stoneybrook South
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2014
DEBT SERVICE FUND
Statement of Revenues & Expenditures
For The Period Ending December 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 12/31/20	ACTUAL THRU 12/31/20	VARIANCE
<u>REVENUES:</u>				
ASSESSMENTS - TAX ROLL	\$1,040,511	\$835,396	\$835,396	\$0
INTEREST	\$10,000	\$2,500	\$110	(\$2,390)
TOTAL REVENUES	\$1,050,511	\$837,896	\$835,506	(\$2,390)
<u>EXPENDITURES:</u>				
SPECIAL CALL - 11/1	\$0	\$0	\$5,000	(\$5,000)
INTEREST - 11/1	\$358,413	\$358,413	\$358,413	\$0
PRINCIPAL - 11/1	\$280,000	\$280,000	\$280,000	\$0
INTEREST - 05/1	\$351,763	\$0	\$0	\$0
TOTAL EXPENDITURES	\$990,175	\$638,413	\$643,413	(\$5,000)
EXCESS REVENUES (EXPENDITURES)	\$60,336		\$192,093	
FUND BALANCE - BEGINNING	\$917,646		\$1,531,676	
FUND BALANCE - ENDING	\$977,982		\$1,723,769	

**Stoneybrook South
Community Development District**

REVENUES:	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
ASSESSMENTS - TAX ROLL	\$0	\$108,619	\$569,888	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$678,507
INTEREST	\$0	\$0	\$15	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15
TOTAL REVENUES	\$0	\$108,619	\$569,903	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$678,522
EXPENDITURES:													
ADMINISTRATIVE:													
SUPERVISOR FEES	\$800	\$0	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,800
FICA EXPENSE	\$61	\$0	\$77	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$138
ENGINEERING FEES	\$0	\$0	\$95	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$95
ATTORNEY	\$358	\$396	\$248	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,001
ARBITRAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OSSEMINATION	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRUSTEE FEES	\$6,223	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,223
ASSESSMENT ADMINISTRATION	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
MANAGEMENT FEES	\$2,708	\$2,708	\$2,708	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000
INFORMATION TECHNOLOGY	\$100	\$100	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
INSURANCE	\$5,569	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,569
POSTAGE	\$6	\$8	\$5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19
PRINTING & BINDING	\$0	\$44	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$44
LEGAL ADVERTISING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OFFICE SUPPLIES	\$0	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1
PROPERTY APPRAISER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROPERTY TAXES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
FIELD:													
FIELD SERVICES	\$1,250	\$1,250	\$1,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,750
ELECTRIC	\$3,624	\$3,224	\$3,386	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,234
STREETLIGHTS	\$14,141	\$14,141	\$14,896	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$43,179
RECLAIMED WATER	\$7,739	\$5,251	\$16,459	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,448
PROPERTY INSURANCE	\$10,678	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,678
ENTRY & WALLS MAINTENANCE	\$21,290	\$0	\$21,290	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$63,870
LANDSCAPE MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LANDSCAPE REPLACEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TREE TRIMMING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
IRRIGATION REPAIRS	\$1,489	\$2,415	\$779	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,683
AQUATIC MAINTENANCE	\$698	\$698	\$698	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,094
FOUNTAIN REPAIR & MAINTENANCE	\$240	\$240	\$240	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$720
WETLAND MONITORING & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISCELLANEOUS - STORMWATER CONTROL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PRESSURE WASHING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SIDEWALK REPAIR & MAINTENANCE	\$376	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$376
ROADWAY REPAIR & MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CAPITAL OUTLAY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$82,625	\$51,768	\$63,231	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$197,624
EXCESS REVENUES/(EXPENDITURES)	(\$82,625)	\$56,851	\$506,672	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$480,898

SECTION V

SECTION A



KATRINA S. SCARBOROUGH, CFA, CCF, MCF OSCEOLA COUNTY PROPERTY APPRAISER

Stoneybrook South CDD

This Data Sharing And Usage Agreement, hereafter referred to as "Agreement," establishes the terms and conditions under which the **Stoneybrook South CDD**, hereafter referred to as agency, can acquire and use Osceola County Property Appraiser (OCPA) data that is exempt from Public Records disclosure as defined in [FS 119.071](#).

The confidentiality of personal identifying and location information including: names, physical, mailing, and street addresses, parcel ID, legal property description, neighborhood name, lot number, GPS coordinates, or any other descriptive property information that may reveal identity or home address pertaining to parcels owned by individuals that have received exempt/confidential status, hereafter referred to as confidential personal identifying and location information, **will be protected as follows:**

1. The **agency** will not release confidential personal identifying and location information that may reveal identifying and location information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the confidential personal identifying and location information in the results of data analysis (including maps) in any manner that would reveal personal identifying and location information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all State laws and regulations governing the confidentiality of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying and location information is released.
6. The terms of this Agreement shall commence on **January 1, 2021** and shall run until **December 31, 2021**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually for the following year.

IN WITNESS THEREOF, both the Osceola County Property Appraiser, through its duly authorized representative, and the **agency**, through its duly authorized representative, have hereunto executed this Data Sharing and Usage Agreement as of the last below written date.

OSCEOLA COUNTY PROPERTY APPRAISER

Stoneybrook South CDD

Signature: _____

Signature: George S. Flink

Print: Katrina S. Scarborough

Print: George S. Flink

Date: _____

Title: District Manager

Date: 12/29/20

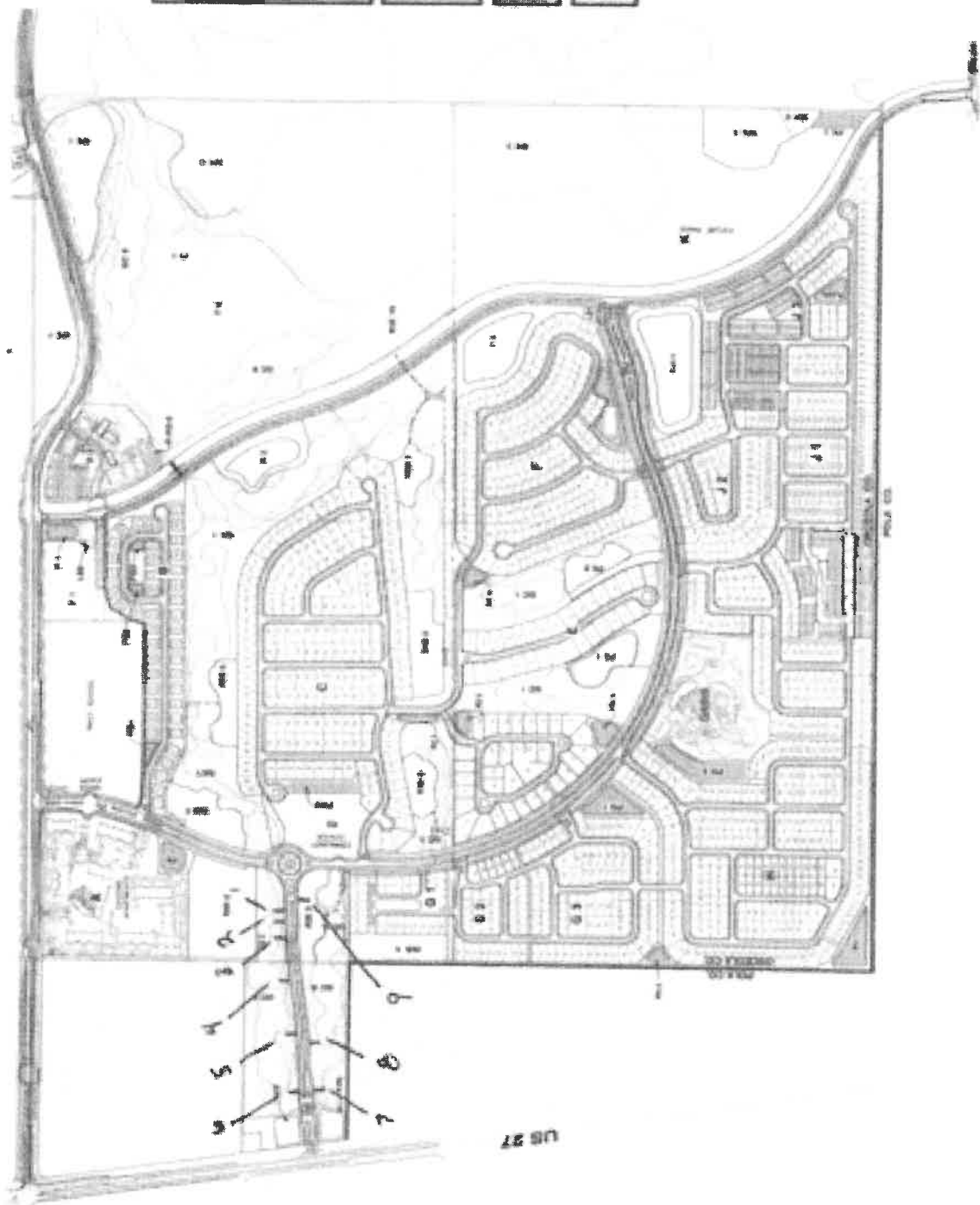
Please return signed original copy in the enclosed self-addressed envelope, no later than January 31, 2021

2505 E IRLO BRONSON MEMORIAL HWY
KISSIMMEE, FL 34744
(407) 742-5000

INFO@PROPERTY-APPRAISER.ORG • PROPERTY-APPRAISER.ORG

SECTION B

IF MARKED NEW PALM NEEDED

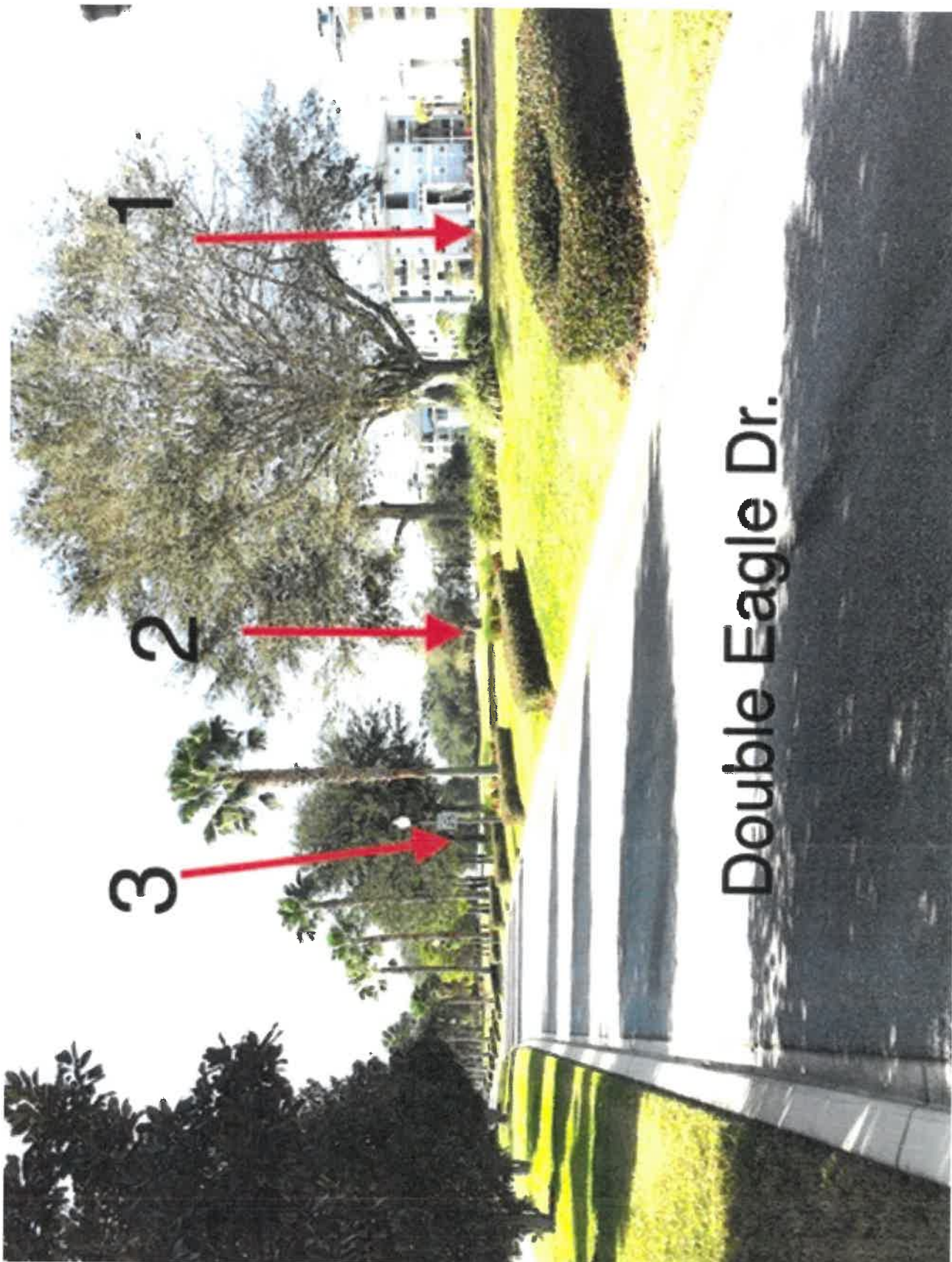


LANDSCAPE PLAN

VEGETATION AND PLANTINGS	
Planting Schedule	Planting Notes
Planting Date	Planting Method
Planting Area	Planting Species
Planting Quantity	Planting Location
Planting Source	Planting Cost
Planting Maintenance	Planting Notes
Planting Schedule	Planting Notes
Planting Date	Planting Method
Planting Area	Planting Species
Planting Quantity	Planting Location
Planting Source	Planting Cost
Planting Maintenance	Planting Notes

VEGETATION AND PLANTINGS	
Planting Schedule	Planting Notes
Planting Date	Planting Method
Planting Area	Planting Species
Planting Quantity	Planting Location
Planting Source	Planting Cost
Planting Maintenance	Planting Notes

US 27



Double Eagle Dr.



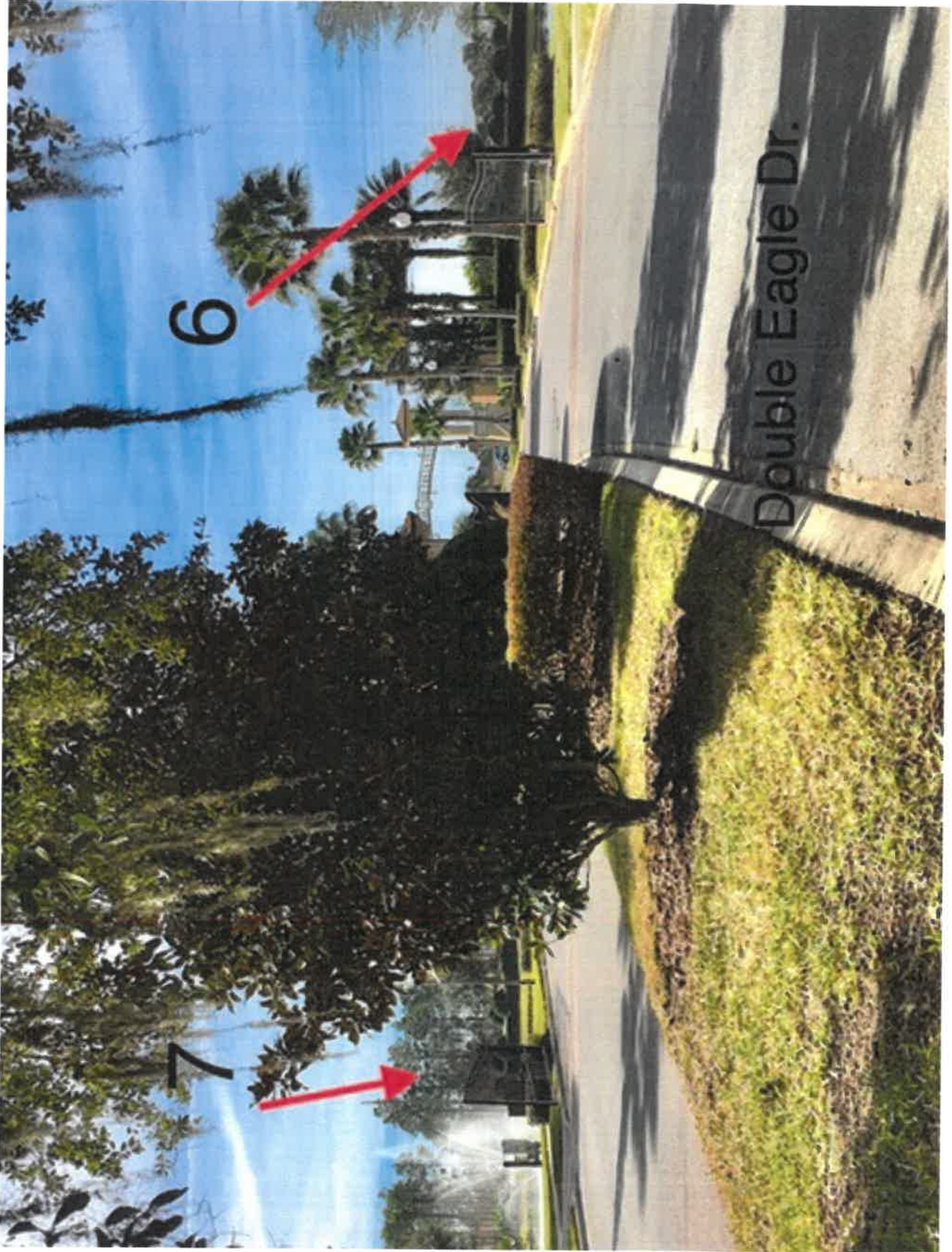
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Double Eagle Dr.



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Double Eagle Dr.



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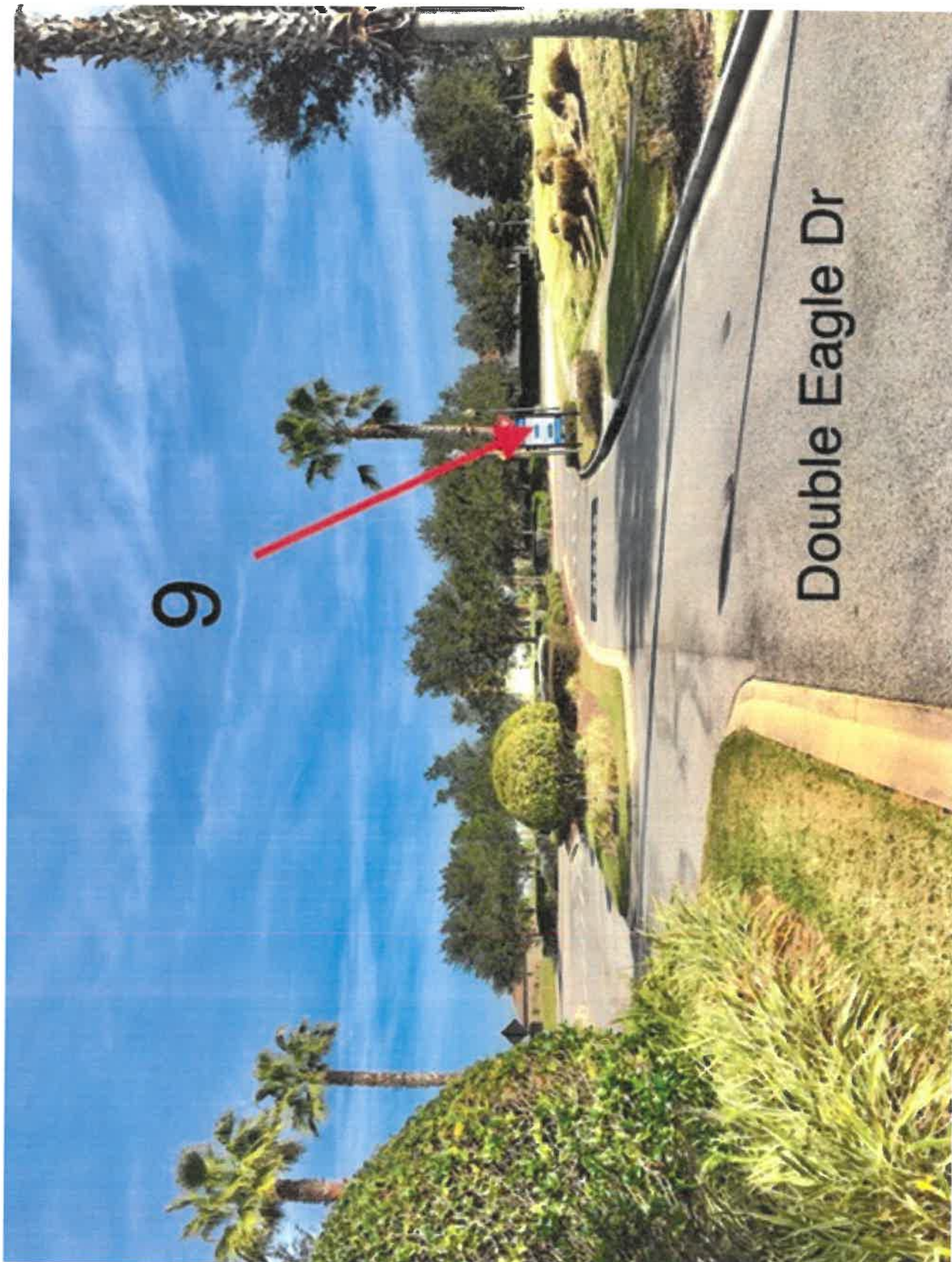
Double Eagle Dr.

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8

Double Eagle
Dr.



Double Eagle Dr

9

SECTION C

STRALEY ROBIN VERICKER

1510 W. Cleveland Street

Tampa, FL 33606

Phone: 813-223-9400

Website: www.srvlegal.com

MEMORANDUM

TO: Community Development District Supervisors and District Managers
FROM: Straley Robin Vericker
RE: 2020 Legislative Update
DATE: April 21, 2020

During the 2020 Florida legislative session, our firm monitored several bills that could have impacted community development districts (“CDDs”) and we have prepared this memorandum to focus on the bills that passed in the legislature that will have the most impact on CDDs. Copies of any bill may be viewed online at the Florida legislature’s website: <http://www.leg.state.fl.us>.

A. The number of documents a CDD is required to post on its website by law has been reduced.

Senate Bill 1466 reduces what is required to be posted on CDD websites by amending Section 189.069, Florida Statutes. These changes include the following:

- 1) Each CDD now has the option to post a link to the Auditor General’s website for the final audit report rather than posting the actual document on its own website, so long as the CDD sends the report to the Office of the Auditor General.
- 2) A CDD is no longer required to post a public facilities report on its website.
- 3) A CDD are no longer required to post meeting materials on its website. Agendas must still be posted on its website 7 days in advance of a publicly noticed meeting or workshop and must remain on the website for at least 1 year.

Unless vetoed by Governor DeSantis, these changes will take effect on July 1, 2020.

B. The percentage a CDD may retain from progress payments to contractors for certain public construction services contracts and contracts for construction of public buildings has been reduced.

House Bill 101 amends Section 218.735, Florida Statutes to reduce the percentage retained or withheld by a CDD from 10 percent to 5 percent of each progress payment for construction services contracts and contracts for construction of public buildings having a total contract amount of \$200,000 or greater.

Unless vetoed by Governor DeSantis, these changes will become effective on October 1, 2020.

C. Public employers, contractors and subcontractors must register with and use the E-Verify system when hiring new employees and entering into certain contracts.

Senate Bill 664 requires public employers, contractors and subcontractors to register with and use the E-Verify system to verify the work authorization status of all newly hired employees in order to enter into a contract beginning on January 1, 2021. The definition of public employers includes local governments. This requirement includes those contractual relationships between contractors and subcontractors and requires subcontractors to complete an affidavit stating that the subcontractor does not employ, contract with, or subcontract with unauthorized workers.

If a public employer, contractor, or subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated the requirement to register with and use E-Verify, it must terminate the contract with that person or entity. If a public employer has a good faith belief that the contractor followed the requirements of the E-Verify law, but the subcontractor has not done so, it must notify the contractor and order the contractor to terminate the subcontractor. Termination of contracts in this manner may be challenged within 20 calendar days. If a contractor is terminated for failure to follow the requirements of E-Verify law, it may not be awarded a public contract for at least 1 year from the date the contract was terminated and is liable for any additional costs incurred by the public employer as a result of the termination of the contract.

Unless vetoed by Governor DeSantis, this bill will become effective on July 1, 2020.

If you have questions about the above-mentioned anticipated changes to Florida law, please contact us at your convenience.



Company ID Number: _____

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the _____ (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the

- employee is separated from the company or no longer needs access to E-Verify.
4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment

following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee

may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice at 1-800-255-8155 or 1-800-237-2515 (TTY) or go to <https://www.justice.gov/ier>.

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and

other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment

eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall

not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of

the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the

performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the

Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer	
Name (Please Type or Print)	Title
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for E-Verify	
Information relating to your Company:	
Company Name:	
Company Facility Address:	
Company Alternate Address:	
County or Parish:	

Employer Identification Number:							
North American Industry Classification Systems Code:							
Parent Company:							
Number of Employees:							
Number of Sites Verified for:							
<p>Are you verifying for more than one site? If yes, please provide the number of sites verified for in each State:</p> <table border="1"> <thead> <tr> <th>State</th> <th>Number of sites</th> <th>Site(s)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		State	Number of sites	Site(s)			
State	Number of sites	Site(s)					

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

SECTION VI

SECTION D

Stoneybrook South

Community Development District



February 1, 2021

Alan Scheerer - Field Services Manager

GMS

Completed Items

Stoneybrook South
Community Development District

Field Management Report

February 1, 2021

To: George Flint
District Manager

From: Alan Scheerer
Field Services Manager

RE: Stoneybrook South CDD- February 1, 2021

The following is a summary of items related to the field operations and management of the Stoneybrook South Community Development District.

Completed Items

Architectural Fountain



Architectural fountain is working fine. Lights are working.



Irrigation Repairs




Irrigation Inspections ongoing. Repairs made as needed.




Completed Items

Archway lighting

 The Archway and landscaping lights were tested. All working as of this report



Lake Fountains

 All lake fountains are working as of this report.



Completed Items

Annuals

 New annuals installed on property



New Fountain locations reviewed with Golf operations.



Conclusion

Staff continues to meet with DTE to review the property and all landscape and irrigation. Repairs to irrigation system completed as approved.

Staff met with DTE to determine the proper locations for new plants to shield electrical boxes on holes 15 and 16. The plants should be in soon.

Staff met with DTE to discuss the options for replacing the dead palm trees that were removed due to disease. This information is provided in the agenda.

The F&P team are treating turf weeds.

The F&P team continues to apply winter fertilizer throughout the community.

The F&P team is spraying crack weeds were needed.

DTE replaced the annuals on property.

All four fountains are working as of this report.

The cracked sidewalk behind the Architectural fountain is cosmetic. We will grind or replace as needed.

Landscape lights checked. All working as of this report.

Staff met with the fountain electrician and the golf staff to identify the location of the new meter and fountain boxes. The Fountain contractor will need to bore from the transformer to the meter locations which will have a minor impact on the 18th fairway. Ethan (Golf) and Navin (Electrician) will ensure all areas are marked prior to work beginning.

For any questions or comments regarding the above information, please contact me by phone at 407-398-2890, or by email at ascheerer@gmscfl.com Thank you.

Respectfully,
Alan Scheerer