



Rizzetta & Company

Sterling Hill Community Development District

**Board of Supervisors'
Regular Meeting
February 18, 2021**

**District Office:
5844 Old Pasco Road, Suite 100
Pasco, Florida 33544
813.933.5571**

www.sterlinghillcdd.org

STERLING HILL COMMUNITY DEVELOPMENT DISTRICT

Sterling Hill North Clubhouse, 4411 Sterling Hill Blvd., Spring Hill, FL 34609

Board of Supervisors	Christina Miller Sandra Manuele Michael Dimos Rich Massa Nancy Feliu	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Aimee Brandon	Rizzetta & Company, Inc.
District Counsel	Vivek Babbar	Straley Robin & Vericker
District Engineer	Stephen Brletic	JMT Engineering

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 933-5571. 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), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop 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 the appeal is to be based.

February 9, 2021

**Board of Supervisors
Sterling Hill Community
Development District**

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Sterling Hill Community Development District will be held on **Thursday, February 18, 2021 at 9:00 a.m.** at the Sterling Hill North Clubhouse, located at 4411 Sterling Hill Boulevard, Spring Hill, FL 34609. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 4. BUSINESS ITEMS**
 - A. Consideration of CLM Addendum (under separate cover)
 - B. Consideration of Sidewalk Repair Proposals.....Tab 1
 - C. Establishment of Audit Committee
- 5. STAFF REPORTS**
 - A. District Counsel
 1. Presentation and Consideration of E-Verify Memorandum of Understanding.....Tab 2
 - B. District Engineer
 1. Update on Barrington/Phase 4 Erosion Developer Repairs
 - C. Field Operations Manager
 1. Review of Field Inspection Report for January 2021.....Tab 3
 - D. Amenity Management
 1. Review of Monthly Report.....Tab 4
 - E. District Manager
- 6. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors' Meeting held on January 21, 2021.....Tab 5
 - B. Consideration of Operation and Maintenance Expenditures for January 2021.....Tab 6

7. **AUDIENCE COMMENTS**
8. **SUPERVISOR REQUESTS**
9. **ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 933-5571.

Sincerely,
Aimee Brandon
Aimee Brandon
District Manager

Tab 1



SAFETY SPOTLIGHT

Sidewalk Safety

We are kicking off 2021 with a new Safety Spotlight education series. We will share information on important topics critical to the success of your loss control program. Highlighting real examples from our site visits, we hope to provide members with the tools and inspiration needed to implement or improve upon these topics in the new year.

SIDEWALK SAFETY

As folks dive into their new year's resolution to get in shape, they may take to the outdoors for a walk/run. The challenge to "get their steps" is an added motivator. However, if the sidewalks they travel resemble those pictured above, they may be in for a trip and fall instead.



Properly maintaining walking surfaces is essential to any District in the prevention of slip and fall injuries and helps minimize the District's premises liability risk. Depending on the amount of sidewalks within a District, hazard identification and correction can be especially challenging. Since trip hazards form on sidewalks over time due to wear and tear, erosion / settlement, and tree roots - they often go unreported or undetected. For these reasons, we strongly encourage Districts to develop and adopt a preventative maintenance program to manage this risk.

Take the **Reunion East and West CDDs** as examples. During a recent site visit, they shared with our Loss Control team the details of their preventative maintenance program. It includes the identification of district-owned and maintained sidewalks and conducting regular, periodic sidewalk inspections to identify, record and mark, or in some cases, restrict access to uneven areas. Cautioning residents and guests of the areas needing repair, as well as addressing needed repairs promptly by grinding and/or complete slab replacement, rounds out their program.



First Steps to an Effective Sidewalk Maintenance Program

Properly maintaining walking surfaces is essential to any District in the prevention of slip and fall injuries. Depending on the amount of sidewalks within a District, hazard identification and correction can be especially challenging. Since trip hazards form on sidewalks over time with wear and tear and often go unreported or undetected, it is important for Districts to develop and adopt a preventative maintenance program to manage this issue.

What does a quality preventative maintenance program address?

Inventory- Identify what pedestrian walkways your District owns. Without knowing this information, it is difficult to accept ownership for repairs. Maintain an updated inventory, noting the condition of each section upon creation of your plan.

Inspection- Regular, periodic inspections should be conducted to identify and address hazards. These inspections are essential to identify and address hazards timely. Look for these common hazards that often lead to injury.

- Sidewalks should be in good condition and free of cracks or depressions. Look for cracks and rises in elevation greater



than ¼ inch (stack of 4 pennies). If these variances are found, coordinate repairs quickly to eliminate the hazard. Mark the area in the meantime with a contrasting color to warn of the hazard.

Thorough inspections increase the safety and well-being of residents and guests, while reducing the risk of costly repairs and lawsuits.

- Keep surfaces free from gravel, rocks, and mud. Sidewalks with depressions in the walking surface trap water and mud, creating slippery conditions.
- Sidewalks should be at least 3 feet in width. When they narrow in width, pedestrians need to step on the adjacent uneven ground where a fall is more likely. Ensure there is enough area to allow for passing, with no obstacles in the way such as a sign or a fire hydrant.
- Landscaping planted too close to sidewalks should be kept pruned so it does not overtake the sidewalk, creating a trip/fall hazard.
- Tree roots can cause sidewalks to rise and buckle causing serious trip and fall hazards. These areas should be identified and corrected.

Choosing the Most Effective Sidewalk Repair



- If construction operations create an alternate route, ensure that these walking surfaces do not create additional trip and fall hazards. Prevent pedestrians from walking through areas under construction.
- Inadequate patching to sidewalks can create trip and fall hazards from raised/lowered edges, depressions, and changes to the surface texture. These areas also should be closely watched.
- Curbs should be six inches high. If not maintained, due to settling or design, they too can create an unforeseen trip hazard. Curbs leading to entrances and sidewalks should be painted a contrasting color, such as yellow, white, or red. Curb cutouts installed to provide handicapped access should be marked with contrasting paint. Consider adding grit to the paint to create surface roughness.

Implementing Your Program

Depending on your district's budget, cutting, grinding, tapering, removing, and replacing uneven surfaces and cracks found are all options to eliminate the trip hazard and prevent a fall. What is important is that you act and reinspect regularly to ensure the hazard does not return or new hazards are discovered.

Coordination- All reported hazards and requests for sidewalk work should go to the same person. Identify a person, email address or phone number where residents who observe a potential sidewalk or path hazard can contact.



Response- When a tripping hazard or obstacle is reported, identify how the District will make note of the hazard and respond. Identify what hazard triggers which response and what takes priority. Multiple falls or complaints about the same hazard should make that sidewalk higher on the schedule for repair or replacement. Identify criteria to determine if the repair is either made on the spot or scheduled for a later date. The chart below (Choosing the Most Effective Sidewalk Repair) can help you in determining the type of repair needed for the most common conditions. The [Federal Highway Administration](#) website offers more detailed information on these various repair methods as well as the pros and cons for each.

Warnings- When a tripping hazard has been reported and confirmed, determine how the District will warn pedestrians of the hazard until such time as it can be corrected and include that in your program. Options include marking the area with paint or safety cones, restricting access or re-routing traffic.



Documentation- Document reported problems and how and when they were resolved. If, after a complaint is received, inspection reveals that a condition does not meet the District's criteria for repair or correction, document that as well along with a follow-up date to ensure the issue has not progressed.

Circulating Sidewalk Replacement- To address sidewalk issues in a manageable and predictable fashion, Districts can identify sidewalk replacement programs that rotate or cycle on a zone-by-zone basis over a specific amount of time. By identifying a schedule for replacement Districts can negotiate better pricing and budget accordingly.



Quote/ Contract

1-10-21

RE: **BID – Jason Pond**
4411 Sterling Hill Blvd
Springhill, Fl 34609
352-650-7402
sterlinghillclub@live.com

We are pleased to quote the following work for the referenced project.

- **(Sidewalk)**
Scope of work includes: Demo and remove existing sidewalk section that are 4" thick and 4ft x +/- long. Pour back new with 4" 3000 PSI with fiber mesh concrete. Soft broom finish with hand cut control joints. Clean and caution tape new work off. Remove any existing roots or stumps causing damage to concrete sidewalks. Approx 3,300 SF of sidewalk to be repaired as per the list provided by Jason Pond.

Total Budget for Work _____ **32,500.00**

Jason Pond _____ **Date** _____

Eric Hooper _____ **Date** _____



Please note a deposit of 0% is due upon signing. Each phase completed is to be paid in full upon completion

- Notes & Provisions:
 - a) Site concrete and block work, sidewalks, poles bases, bollards, Dumpster Area, etc. NIC; unless otherwise specified in this quote
 - b) All blocks smooth face, no Split Face included unless otherwise specified in this quote.
 - c) Survey and markings by GC.
 - d) Backfill and Grading by others, NIC
 - e) Grout for Structural Steel NIC
 - f) Lifting of all materials by GC.
 - g) Scaffolding by Hoopers
 - h) No warranties on concrete cracks.
 - i) No warranties on floors FE or FL.
 - j) Stucco, Cement Plaster and all finishes NIC.
 - k) Precast elements (including but not limited to sills, caps, etc.) NIC
 - l) Buy American Act, or any restriction on precedence country of materials NIC.
 - m) This quote includes only items described above. All other items are by owner.
 - n) Not included municipality construction taxes, utilities fees, governmental fees and governmental permits fees.
 - o) Time for completion subject to timely coordination and weather permitting.
 - p) No permits, certifications, inspections, testing, designs or fees included in this offer.
 - q) Hooper's is not responsible for existing conditions & work performed by others.
 - r) Payment terms: 15 calendar days after submission of invoice by Hooper's. Invoices to be submitted every 15 days. Any and all late payments to be subject to an increase in amount due of 8% minimum.
 - s) This proposal is valid for 10 days.
 - t) Insurances & bonds included are General Liability and Workman's Comp. only.

If you have any questions, please feel free to contact us at any time. We want to thank you for this opportunity and look forward to working together on this project.

Respectfully, Eric Hooper



Job Name: Sterling Hill Sidewalks
Address: 4411 Sterling Hill Blvd.
 Spring Hill, FL 34609
Contact Info: Jason Pond

Job Estimate

<u>Description</u>	<u>Cost</u>
Replace specified sidewalks on provided repair list (~ 3,250sq ft)	\$26,500.00
(existing concrete will be hauled away & replaced with 4" thick, 3000psi concrete)	
Approx 53 trees need root pruning to prevent further concrete damage	\$15,500.00
(not responsible for effects on trees after root pruning)	
Total	\$42,000.00

Notes: Concrete will be removed, trees pruned, and new concrete put down with a broom finish. This estimate includes sod restoration to all disturbed areas. A 50% deposit is due prior to work commencement. Superior Sealers is not responsible for damage to any unmarked irrigation. If any unmarked irrigation is damaged, repairs will be made and costs billed to client. Work will take approximately 3-4 weeks, weather permitting. All permits, inspections, or other documents required by governmental agencies is the responsibility of the client. Final payment is due upon job completion; a 2% late fee will be charged every 30 days for late payment.

Tab 2



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 Sterling Hill Community Development District (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 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:	813-223-9400
Fax Number:	
E-mail Address:	vbabbar@srvlegal.com

Tab 3

STERLING HILL

FIELD INSPECTION REPORT



January 12, 2021
Rizzetta & Company
John R Toborg – Manager of Field Services



Rizzetta & Company
Professionals in Community Management

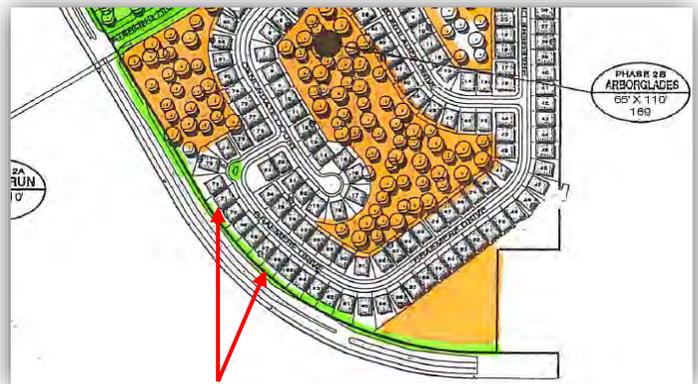
Summary, North Park, Elgin South, Arborglades

General Updates, Recent & Upcoming Maintenance Events

- During the month of March, Bahia turf shall receive an application of 9-0-24 fertilizer with a pre-emergent herbicide. (3,388 lbs./ (68) 50 lb. gags). All ornamentals shall receive an application of 8-10-10 fertilizer. (2050 lbs./ (41) 50 lb. bags). All Palms shall receive an application of 8-2-12+4Mg fertilizer. (2050 lbs./ (41) 50 lb. bags). I ask that CLM notify me and clubhouse staff at least five days prior to each application and check into the clubhouse so on-site staff can verify quantities and type.
- Per CLM, Palm trimming is to commence the middle of February.

The following are action items for Capital Land Management (CLM) to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Orange** is for staff. **Bold & underlined is info. Or questions for the BOS.**

1. Leave freeze damage in place until threats of freezing weather have passed, at which time plants such as the Dwarf Firebush will need to be taken nearly to the ground. Do not leave tall dead limbs going into spring, particularly on the Dw. Firebush – these will not produce new growth.
2. Although minor, there is Spanish Moss and Ball Moss on the Crapees at the North Park.
3. **Check irrigation on the circular sidewalk to the left of the North Park clubhouse entrance. There is a wet sidewalk indicating perhaps a sliced drip line.**
4. Eradicate weeds in the circular beds surrounding the flagpole.
5. Remove all palm saplings.
6. Starting at the SE corner of Sterling Hill along Elgin, there are a couple beds, one which has scraggly Red-Tip Photinia and another with a couple Bottlebrush. These plants need to be removed. Further towards the school, there is a better-looking hedge of Photinia that can remain – for now. (see>)
7. Underneath the last grouping of Palms before getting to the Arborglades entrance from Elgin, there are only about 3-4 remaining grasses. Remove them.
8. There are symptoms of Chili Thrip on the Dw. India Hawthorn on the Arborglades median (gun metal browning on the leaf surface). Set these and all others up on a treatment program.
9. Although mowing is occurring bi-weekly, all other weeks can be spent detailing and picking up landscape debris such as palm boots under most palms.



Edgemere, Brightstone Place, North Intersection, SHBlvd. North

- 10. Properly remove a broken limb on an Oak prior to the Edgemere angled wall on the inbound side.
- 11. Make sure all Thryallis are cut back (rejuve) going into spring.
- 12. I did not receive a response to No. 11 in the December report asking about irrigation wetchecks for the Edgemere entrance. We need to determine the cause of the lack of vitality in the plants on the outbound side.
- 13. Remove vines from the trees at the Edgemere entrance.
- 14. Remove fallen Crape Myrtle branches form the median between North Park & Brightstone Place.
- 15. Trim the Dw. Asian Jasmine to behind the curb.
- 16. Pick up and dispose of fallen landscape debris at the Brightstone Place entrance. The Walter's Viburnum appears to be haphazardly trimmed and is not consistent. (Pic 16)



- 17. Properly prune back a couple broken limbs on an Oak on the inbound side of the Brackenwood entrance.
- 18. Establish a nice horizontal line across the top of the Dw. Asian Jasmine at the sign walls.

- 19. The newly installed Feijoa planted along the wall outside the Brackenwood entrance are not thriving. Are these receiving sufficient water? (Pic 19)



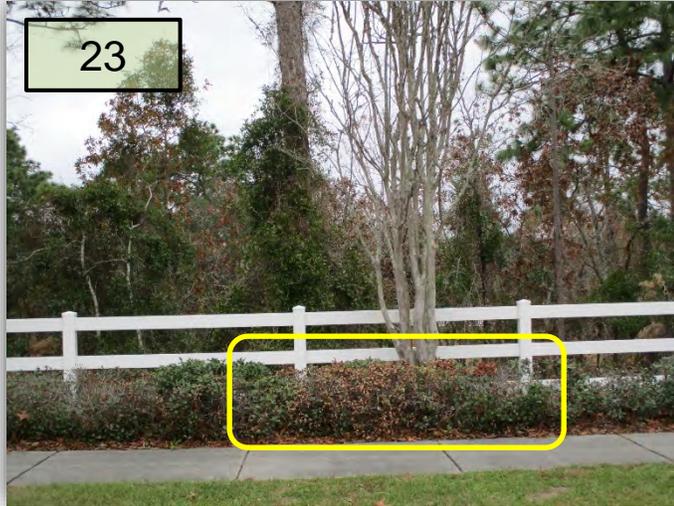
- 20. Was irrigation altered to supply the newly planted Washington Palm sufficient water?
- 21. As mentioned in December's report, any beds that resemble this bed should be cleared of the understory. This is between North Park & Edgemere on the Amersham Isles side. (Pic 21)



- 22. Mentioned earlier in the report, off-mow weeks can be used to pick up and dispose of landscape and palm debris and general bed cleanup. (Pic 22>)

Arboglades, Glenburne, Mandalay Place, SHBlvd. South

23. First reported in October what was perceived to be some herbicide overspray damage, the Dw. India Hawthorn under the Crape Myrtles across SHBlvd. from Arboglades has worsened. Is there something else at play here? (Pic 23)



24. Remove downed plant material surrounding the Lift Station within the Amersham Isles fencing.

25. The Glenburne entrance also needs to be tidied up with lots of limbs and debris on the ground.



26. The two singular plants on either side of the trash can along the wall between Glenburne and Mandalay Place will be removed February 25th.

27. There is also a lot of landscape debris on the SHBlvd. median between Glenburne and Mandalay Place.

28. Remove a lot of dead growth from the Flax Lily on both sides of Mandalay Place.

29. There is still Confederate Jasmine climbing the rear wall in the raised planters at Mandalay Place.

30. Inspect a Tree Ligustrum on the inbound side of Haverhill. About 25% of the tree is dying. Prune back 2' from where the dead plant material begins with disinfected pruning equipment. Apply fungicide as required. (Pic 30)



31. A rather large bed of Dw. India Hawthorn is failing on the SHBlvd. median between Haverhill & Windance. Has CLM noticed this and had a spray tech identify the cause?

32. I do not think the Chickasaw Plums approaching Windance from the north were pruned in a satisfactory manner with large caliper trunks blunt cut 8' up.



Windance, South Park, Dunwoody

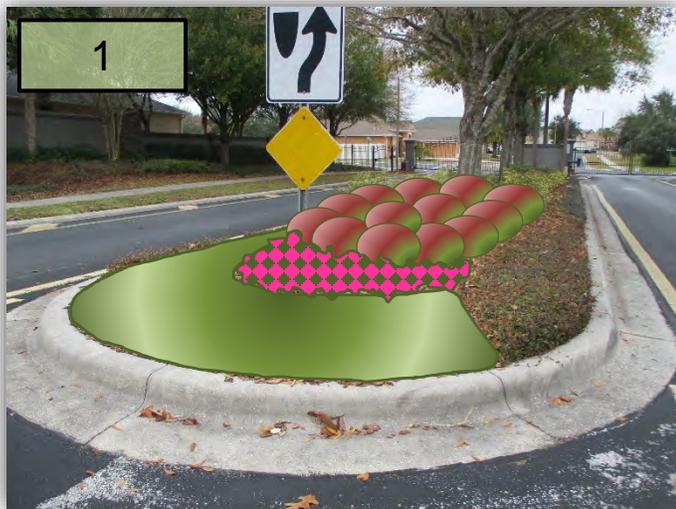
33. What chemical treatments HAVE been applied to the expanding dieback on the Walter's Viburnum on the Windance median? Have any root or tissue samples been taken to determine the exact cause?
34. The Dw. India Hawthorn on the SHBlvd. median beyond Windance has been the best looking DIH I've ever seen. It is starting to look a bit stressed. Can CLM inspect thoroughly and prescribe a treatment?
35. Rejuve cut a couple Feijoa on the right front corner of the South Park clubhouse.
36. Past the Dunwoody entrance at a grouping of Crape Myrtles, pull the remaining failed Abelia Grandiflora. (Pic 36)



37. Remove a broken, hanging limb from an Oak overhanging the ROW between the Dunwoody entrance and the north intersection.

Proposals

1. CLM to provide a proposal to complete the outer perimeter of the Brackenwood median (both ends) with 3 Gal., FULL Dwarf Asian Jasmine, 24" o.c. (3 Volcanoes Farm, Tavares FL). Inside the Dw. Asian Jasmine, install 7 Gal., FULL Rhipiolepis "Majestic Beauty" **NON-standard** on 30" centers. In a smaller, crescent-moon shaped bed at the front of the median, install 6" pots of a non-named older variety of Dark Pink Pentas on 18" centers. These non-named varieties tend to be more hardy perennials. Proposal will need to include the removal of the Knockout Roses at the back end of the median. It should also include the addition of more drip tubing and micro-jet spray heads. (Pic 1)



2. CLM to provide a proposal to fill in the crescent-shaped beds in the front of each of the Brackenwood signs with a 6" pot of FULL dwarf, dark pink Pentas on 18" centers to match those on the median. I prefer NOT to have dwarf on the median but if we do not use dwarf in front of the signs, they will look out of place. Also, proposal to include enough 3 Gal., FULL Dw. Asian Jasmine to fill in any bare areas in front of the sign walls. It also must include added irrigation drip tube and micro-jet sprays. (Pic 2>)

3. CLM to provide a proposal to flush cut a newly leaning tree on the wall between the north intersection and Amersham Isles entrance. (Pic 3)



4. CLM to provide a proposal to lower to grade & cap off all sleeves at the south end of Beaumont Loop from the interior block to each of the eyebrow cul-de-sacs. They are on both the block and the islands. (Pic 4>)
5. There are two more dead Pine trees along the Windance wall. CLM can provide a proposal for their flush cut as well as Staff can engage their vendor. (Pic 5>)
6. CLM to provide a proposal to flush cut a Chickasaw Plum along the 3-rail between the Lift Station and Covey Run. (Pic 6>)



Proposals



Tab 4

Sterling Hill CDD
January 2021
Operations Report

Clubhouse Manager: Jason Pond
Email: sterlinghillclub@live.com

Clubhouse Maintenance and Improvements

- Monthly carpet and floor cleaning by Apex.
 - Removed both sandboxes at north and south clubhouse and disposed of them at dump to make space for the new playground fitness equipment.
 - Touched up party room wood furniture.
 - Pressure washed sidewalk leading to playground at south clubhouse.
 - Installed new self closing hinges on the north and south side playground gates.
 - Poured asphalt to fix sidewalk lip connecting road way near maintenance service road.
 - Cleaned volleyball net at south clubhouse.
 - Sanded, filled, primed, and painted outside pool doors of north clubhouse.
 - Pressure washed south playground play equipment.
 - Repainted north clubhouse exterior front doors.
-

Gate Report

- Repaired broken Amersham Isle pedestrian gate.
 - Checked all SOS systems at gates.
 - Repaired broken photo eye at storage lot gate.
-

Private Event Rentals

South Clubhouse:

North Clubhouse:

No party rentals due to Covid-19

Field Maintenance

- Trash clean-up in the DRA's, wooded areas, and trash and debris clean up along Sterling Hill Blvd.
- Removed Christmas lights at main Sterling Hill entrances, and garland at village entrances.

Tab 5

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.

**STERLING HILL
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Sterling Hill Community Development District was held on **Thursday, January 21, 2021 at 6:30 p.m.** at the Sterling Hill North Clubhouse located at 4411 Sterling Hill Boulevard, Spring Hill, Florida, 34609.

Present and constituting a quorum:

Christina Miller	Board Supervisor, Chairman
Sandra Manuele	Board Supervisor, Vice Chairman
Michael Dimos	Board Supervisor, Assistant Secretary
Nancy Felio	Board Supervisor, Assistant Secretary
Rich Massa	Board Supervisor, Assistant Secretary <i>(attended via conference call)</i>

Also present were:

Matthew Huber	District Manager, Rizzetta & Company, Inc.
Vivek Babbar	District Counsel, Straley Robin & Vericker
Stephen Brletic	District Engineer, JMT Engineering <i>(via conference call)</i>
John Toborg	Field Services Manager, Rizzetta <i>(via conference call)</i>
Connie Mastronie	Clubhouse Manager
Kelly Klukowski	RASI
Craig Bramlett	Representative, CLM <i>(via conference call)</i>

Audience	Present
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FIRST ORDER OF BUSINESS

Call to Order

Mr. Matt Huber called the meeting to order and performed roll call confirming a quorum for the meeting.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

47 **THIRD ORDER OF BUSINESS** **Audience Comments on Agenda**
48 **Items**

49
50 There were no audience comments at this time.

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52 **FOURTH ORDER OF BUSINESS** **District Engineer's Report**

53
54 Mr. Stephen Brletic presented his report to the Board and updated them on the
55 Barrington/Phase 4 Erosion Repairs. Mr. Brletic recommends the Board schedule a final
56 walkthrough with the Developers Representative that he, John T, CLM, Ms. Manuele
57 and Ms. Miller can all be a part of so that no one is out of the loop moving forward. Mr.
58 Brletic will coordinate a day and time with staff.

59
60 Mr. John Toborg mentioned that there is a dead palm tree in place and that the
61 frost had damaged some of the new plants that were put in place.

62
63 Ms. Sandra Manuele mentioned that the Oleander Plants look pretty and
64 mentioned that the north slope looks like it needs more sod.

65
66 There was a brief discussion regarding the warranty, Mr. Toborg informed Ms.
67 Manuele that the entire landscape is under warranty for 1 year.

68
69 **FIFTH ORDER OF BUSINESS** **Consideration of CLM Addendum**

70
71 Mr. Huber briefly talked about the CLM Addendum and let the Board know that
72 item will need to be tabled to the next regular meeting.

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74 **SIXTH ORDER OF BUSINESS** **Consideration of WREC**
75 **Street/Outdoor Lighting Agreement**

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77 Mr. Huber presented the WREC Agreement to the Board. The Board had no
78 questions or comments at this time.

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On a motion from Ms. Miller, seconded by Mr. Dimos, the Board approved the WREC Street/Outdoor Lighting Agreement for Sterling Hill Community Development District.

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81 **SEVENTH ORDER OF BUSINESS** **Consideration of Community Signage**
82 **Request**

83
84 Mr. Huber Presented the Community Signage Request to the Board for their
85 review and asked for a motion to ratify this request.
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On a motion from Mr. Massa, seconded by Ms. Manuele, the Board agreed to ratify the Community Signage Request for Sterling Hill Community Development District.

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EIGHTH ORDER OF BUSINESS **Update Regarding Bond Refinance**

Mr. Vivek Babbar updated the Board on 2003 B Bond Refinance and let them know that due to prior defaults on this bond it cannot be refinanced.

NINTH ORDER OF BUSINESS **Discussion of Workshop Meeting regarding the Development of Barrington**

A brief discussion was held regarding a workshop meeting to discuss the development or Barrington Phase 4. The Board made a motion to hold a workshop meeting on February 2, 2021 at 4:00 p.m.

On a motion from Mr. Dimos, seconded by Ms. Manuele, the Board agreed to hold a workshop meeting on February 2, 2021 at 4:00 p.m. to discuss the development of Barrington Phase 4 for Sterling Hill Community Development District.

TENTH ORDER OF BUSINESS **Staff Reports**

A. District Counsel

The Board received a District Counsel Update from Mr. Vivek Babbar.

B. Field Operations Manager

The Board received the Field Operations report from Mr. John Toborg. Mr. Toborg would like CLM, between now and March 1st, to concentrate on delineation and create proper spacing 10-12 inches between the different plants in place.

Mr. Toborg suggested that during this next budget season the board should begin to allocate more money to start replacing the irrigation system phase by phase and concentrate on Bahia sod replacement as well.

C. Amenity Management

The board received the Amenity Management report from Ms. Connie Mastronie. There were no Supervisor questions at this time.

Ms. Mastronie presented the Pressure Washing Proposals to the Board. The Board made a motion to accept and approve the Vortex Property Services Proposal in the amount of \$6,212.50.

On a motion from Ms. Manuele, seconded by Ms. Feliu, the Board agreed to approve the Minutes from the Vortex Proposal in the amount of \$6,212.50 for Sterling Hill Community Development District.

Ms. Mastronie presented the Sidewalk Repair Proposals to the Board. The Board discussed and decided to table these proposals to the next regular meeting.

D. District Management

The Board received a District Manager update and Financial statement from Mr. Huber. Mr. Huber reminded the Board of the next scheduled Board of Supervisors' meeting that will be held on February 18, 2021.

ELEVENTH ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors' Meeting held on December 17, 2020

Mr. Huber presented the minutes of the Board of Supervisors' meeting held on December 17, 2020. There were corrections made to the minutes.

On a motion from Mr. Dimos, seconded by Mr. Manuele, the Board agreed to approve the Minutes from the Board of Supervisors meeting of December 17, 2020, as amended, for Sterling Hill Community Development District.

TWELFTH ORDER OF BUSINESS

Consideration of Operation and Maintenance Expenditures for December 2020

Mr. Huber presented the Operation and Maintenance Expenditures for December 2020 (\$100,639.79).

On a Motion by Ms. Manuele, seconded by Ms. Feliu, with all in favor, the Board of Supervisors approved to ratify the Operation & Maintenance Expenditures for December 2020 (\$100,639.79) for Sterling Hill Community Development District.

THIRTEENTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

Ms. Christina Miller brought up a discussion regarding the Audience Comments section and mentioned that it was not listed on this agenda. Mr. Babbar indicated that there needs to be an option for Audience to participate on non-agenda items as well as agenda items. Mr. Huber noted that this will be added to the agendas moving forward.

FOURTEENTH ORDER OF BUSINESS

Adjournment

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Mr. Huber stated that if there was no further business to come before the Board than a motion to adjourn would be in order.

On a motion from Ms. Manuele, seconded by Mr. Dimos the Board agreed to adjourn the meeting at 7:29 p.m. for Sterling Hill Community Development District.

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Assistant Secretary

Chairman/Vice Chairman

DRAFT

Tab 6

STERLING HILL COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

Operation and Maintenance Expenditures January 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2021 through January 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$75,037.92**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Sterling Hill Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2021 Through January 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Apex Floor & Furniture Care	006432	5432	North & South Clubhouse Carpet Cleaning Services 01/21	\$ 160.00
Brett F. Croft	006407	66089	BC Sheriff Patrol 12/20	\$ 90.00
Brett F. Croft	006423	66256	BC Sheriff Patrol 01/21	\$ 90.00
Bright House Networks	006405	090269301122120	4411 Sterling Hill Blvd AHMS 12/20	\$ 675.95
Capital Land Management	006406	210223	Seasonal Annual Change Out 12/20	\$ 800.00
Capital Land Management	006433	210355	General Landscape Maintenance 01/21	\$ 16,500.00
Capital Land Management	006433	210385	Remove 4 Walters Specimen 1/21	\$ 495.00
Capital Land Management	006433	210386	Remove 3 Lg Palm Trees 1/21	\$ 600.00
Capital Land Management	006433	210387	Irrigation Repairs 01/21	\$ 105.00
Chris Croft	006424	66292	CC Sheriff Patrol 01/21	\$ 90.00
Cory Hauenstein	006434	66332	CH Off Duty Patrol 01/21	\$ 90.00
Cory Hauenstein	006434	66333	CH Off Duty Patrol 01/21	\$ 90.00
DCSI Inc.	006408	27968	CCTV Gate Warranty 12/20	\$ 406.89

Sterling Hill Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2021 Through January 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
DCSI Inc.	006408	27997	Tested Cameras/Repairs 12/20	\$ 1,018.00
DCSI Inc.	006425	28050	Monitoring & Cellular Backup - South Clubhouse 01/21	\$ 128.97
DCSI Inc.	006425	28051	Monitoring & Cellular Backup - North Clubhouse 01/21	\$ 128.97
Derek Origon	006414	66099	DO Sheriff Patrol 12/20	\$ 90.00
Derek Origon	006414	66226	DO Sheriff Patrol 12/20	\$ 90.00
Derek Origon	006436	66370	DO Sheriff Patrol 01/21	\$ 90.00
Florida Department of Revenue	006427	37-8015579013-3 12/20	Sales & Use Tax 12/20	\$ 182.73
Hernando County Utilities	006412	SS00001-00 12/20	North Clubhouse Water Bill 12/20	\$ 275.81
Hernando County Utilities	006412	SS00013-00 12/20	South Clubhouse Water Bill 12/20	\$ 114.93
Jesse Fletcher	006410	66104	JF Sheriff Patrol 12/20	\$ 90.00
Johnny Felicione	006409	0004974	Inspection & Set Up Pocket Gophers 12/20	\$ 300.00
Johnny Felicione	006426	0004982	Inspection Squirrels, Raccoons, Rodents 01/21	\$ 650.00
Johnson, Mirmiran, & Thompson, Inc.	006413	26-167628	Engineering Services 11/20	\$ 3,080.00

Sterling Hill Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2021 Through January 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Michael Renczkowski	006416	66232	MR Sheriff Patrol 12//20	\$ 90.00
Michael Renczkowski	006429	66265	MR Sheriff Patrol 01/21	\$ 90.00
Michale O'Brien	006435	66397	MO Off Duty Sheriff Patrol 01/21	\$ 90.00
Murray E Foradas Jr.	006411	66113	MF Hernando Sheriff Patrol 12/20	\$ 90.00
Murray E Foradas Jr.	006428	66262	MF Hernando Sheriff Patrol 01/21	\$ 90.00
Outsmart Pest Management, Inc.	006437	29063	Pest Control Treatment North Clubhouse 01/21	\$ 75.00
Outsmart Pest Management, Inc.	006437	29064	Pest Control Treatment South Clubhouse 01/21	\$ 75.00
Rizzetta & Company, Inc.	006415	INV0000055504	District Management Fees 01/21	\$ 6,478.92
Rizzetta & Company, Inc.	006438	INV0000055621	Dissemination Agent Fee FY 20/21	\$ 2,000.00
Rizzetta Amenity Services, Inc.	006417	INV00000000008359	Amenity Management Services 12/20	\$ 9,940.07
Rizzetta Amenity Services, Inc.	006439	INV00000000008388	Amenity Management Services 01/21	\$ 12,231.66
Rizzetta Amenity Services, Inc.	006439	INV00000000008416	Out Of Pocket Expenses 12/20	\$ 50.00
Rizzetta Technology Services	006418	INV0000006736	Website Hosting Services 1/21	\$ 100.00

Sterling Hill Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2021 Through January 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Robert Saliva	006419	8827	Gate Repairs - Brightstone 12/20	\$ 229.00
Robert Saliva	006430	8844	Gate Repairs - Glenburne 12/20	\$ 95.00
Robert Saliva	006430	8845	Gate Repairs - Siren Sensors 12/20	\$ 142.50
Robert Saliva	006441	8867	Gate Repairs - Amersham 01/21	\$ 95.00
Robert Saliva	006419	Southern Phone Summary 12/20	Southern Phone Summary 12/20	\$ 499.40
Shore Commercial Services, Inc	006440	216257	Pool Maintenance North Clubhouse 01/21	\$ 2,185.00
Sterling Hill CDD	CD540	CD540	Debit Card Replenishment	\$ 2,785.81
Straley Robin Vericker	006431	19271	General/Monthly Legal Services 12/20	\$ 171.00
Thomas Castiglione	006422	TC113020	Off Duty Patrol 11/20	\$ 480.00
Thomas Castiglione	006422	TC123120	Off Duty Patrol 12/20	\$ 480.00
Waste Management Inc. of Florida	006420	0606786-1568-4	Waste Disposal Services North Clubhouse 01/21	\$ 189.77
Waste Management Inc. of Florida	006420	0609641-1568-1	Waste Disposal Services South Clubhouse 01/21	\$ 189.77
Withlacoochee River Electric Cooperative, Inc.	006421	2118959 12/20	Public Lighting & Poles 12/20	\$ 400.26

Sterling Hill Community Development District

Paid Operation & Maintenance Expenditures

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Withlacoochee River Electric Cooperative, Inc.	006421	Electric Summary Billing 12/20	Withlacoochee Electric Summary Billing 12/20	\$ 9,262.51
Report Total				<u>\$ 75,037.92</u>