



Rizzetta & Company

Wiregrass Community Development District

**Board of Supervisors'
Meeting**

January 28, 2021

District Office:

5844 Old Pasco Road, Suite 100 Pasco, Florida
33544
813.994.1615

www.wiregrasscdd.org

**WIREFRASS
COMMUNITY DEVELOPMENT DISTRICT**

Board of Supervisors

Bill Porter
Korie Roberts
Hatcher Porter
Caitlyn Chandler
Quinn Porter

District Manager

Lynn Hayes Rizzetta & Company, Inc.

District Counsel

Lindsay Whelan Hopping, Green, & Sams

District Engineer

Nicole Lynn Ardurra Group, Inc.

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) 994-1001. 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.

January 20, 2021

Board of Supervisors
**Wiregrass Community
Development District**

FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Wiregrass Community Development District will be held on **Thursday, January 28, 2021 at 10:00 a.m.** at the offices of Rizzetta & Company Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. The following is the final agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
 - A. Administer Oath of Office to Newly Elected Supervisor Tab 1
 1. Review of Form 1 and Sunshine and Public Records Law
 - B. Consideration of Resolution 2021-01 Designating Officers of the District Tab 2
- 4. BUSINESS ITEMS**
 - A. Consideration of Minutes of the Board of Supervisors Meeting and Audit Committee Meeting held on October 22, 2020 Tab 3
 - B. Consideration of Operation & Maintenance Expenditures for October, November, and December 2020 Tab 4
 - C. Discussion of Vacant Seat #3
 - D. Matters Relating to Series 2014 Project:
 - a. Consideration of Resolution 2021-02, Project Completion Resolution (Series 2014) Tab 5
 - b. Consideration of Resolution 2021-03, Confirming Contribution of Infrastructure in Lieu of Assessments (Series 2014)..... Tab 6
 - E. Matters Relating to Series 2016 Project:
 - a. Consideration of Resolution 2021-04, Project Completion Resolution (Series 2016) Tab 7
 - b. Consideration of Resolution 2021-05, Confirming Contribution of Infrastructure in Lieu of Assessments (Series 2016)..... Tab 8
- 5. STAFF REPORTS**
 - A. District Counsel
 1. Presentation of Memorandum of Understanding E-Verify.....Tab 9
 - B. District Engineer
 - C. District Manager
 1. Financial Status Update – Budget
- 6. AUDIENCE COMMENTS ON OTHER ITEMS**

7. SUPERVISOR REQUESTS
8. ADJOURNMENT

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call me at (813) 994-1001.

Very truly yours,

Lynn Hayes
District Manager

cc. Lindsay Whelan, Hopping, Green, & Sams, P.A.
Mike Ross, Ardurra Group, Inc.

Tab 1

**WIREFRASS COMMUNITY
DEVELOPMENT DISTRICT
BOARD OF SUPERVISOR
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF THE WIREFRASS COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND THE STATE OF FLORIDA.

Board Supervisor Signature

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF PASCO

On this ____ day of _____, 2021 before me, personally appeared _____ to me well known and known to me to be the person described herein and who took the aforementioned oath as a Board Member of the Board of Supervisors of Wiregrass Community Development District and acknowledged to and before me that they took said oath for the purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

Notary Public
STATE OF FLORIDA

My commission expires on:

Tab 2

RESOLUTION 2021-01

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

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

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

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

Section 1. _____ is appointed Chairman.

Section 2. _____ is appointed Vice Chairman.

Section 3. _____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
_____ is appointed Assistant Secretary.
Lynn Hayes _____ is appointed Assistant Secretary.
Matt Huber _____ is appointed Assistant Secretary.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

**WIREGRASS COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

SECRETARY/ASST. SECRETARY

Tab 3

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.

WIREGRASS COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors meeting of the Wiregrass Community Development District was held on **October 22, 2020 at 10:14 a.m.** by means of communications media technology pursuant to Executive Orders 20-52, 20-69, 20-112, 20-123, 20-139, 20-150, 20-179, 20-193 and 20-246 issued by Governor DeSantis, and pursuant to Section 120.54(5)(b)2., Florida Statutes.

Present were:

Bill Porter	Board Supervisor, Chairman
Colby Chandler	Board Supervisor, Vice Chairman
Quinn Porter	Board Supervisor, Assistant Secretary
Hatcher Porter	Board Supervisor, Assistant Secretary

Also Present were:

Lynn Hayes	District Manager, Rizzetta & Company, Inc.
Scott Sheridan	Developer, Locust Branch
Lindsay Whelan	District Counsel, Hopping, Green & Sams

FIRST ORDER OF BUSINESS

Call to Order

Mr. Hayes called the meeting to order and confirmed a quorum.

SECOND ORDER OF BUSINESS

Audience Comments

No audience was present.

THIRD ORDER OF BUSINESS

Consideration of Series 2014 Arbitrage Report

Mr. Hayes. presented the series 2014 Arbitrage report to the Board of Supervisors.

On a Motion by Mr. C. Chandler, seconded by Ms. Q. Porter, with all in favor, the Board of Supervisors accepted the Series 2014 Arbitrage Report for Wiregrass Community Development District.

FOURTH ORDER OF BUSINESS

Ratification of Egis Insurance Proposal

Mr. Hayes presented the Board with the Egis Insurance Proposal. He reminded the Board this was approved by the Vice Chairman and noted that the expenditure for this was \$5,586 for the prior year.

On a Motion by Mr. C. Chandler, seconded by Ms. Q. Porter, with all in favor, the Board of Supervisors ratified the payment of the Egis Insurance premium, for Wiregrass Community Development District.

FIFTH ORDER OF BUSINESS

Consideration of District Management Services Second Addendum

Mr. Hayes presented the District Management Services Addendum and indicated the second addendum is required for auditing purposes. He informed the Board there is a slight cost increase of \$1,504 from the prior year and provided a breakdown of the details.

On a Motion by Mr. B. Porter, seconded by Ms. Q. Porter, the Board approved the second addendum to the District Management Services Contract, for Wiregrass Community Development District.

SIXTH ORDER OF BUSINESS

Consideration of Audit Committee Recommendation

Mr. Hayes reviewed the recommendation of the Audit Committee.

On a Motion by Mr. C. Chandler, seconded by Mr. B. Porter, with all in favor, the Board of Supervisors accepted the recommendation of the Audit Committee and awarded the contract for FY 2020-2024 auditing services to Berger, Toombs, Elam, Gaines & Frank, for Wiregrass Community Development District.

SEVENTH ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors' Meeting held on August 27, 2020, and September 15, 2020

Mr. Hayes presented the minutes and inquired if there were any amendments necessary. There were none.

On a Motion by Mr. B. Porter, seconded by Ms. Q. Porter, with all in favor, the Board of Supervisors approved the minutes from the meetings on August 27, 2020, and September 15, 2020, for Wiregrass Community Development District.

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EIGHTH ORDER OF BUSINESS

Consideration of Operation and Maintenance Expenditures for August and September 2020

Mr. Hayes presented the Operations and Maintenance Expenditures for August and September 2020.

On a Motion by Mr. C. Chandler, seconded by Ms. Q. Porter, with all in favor, the Board of Supervisors ratified the payment of the invoices for the August 2020 Operation and Maintenance Expenditures (\$32,062.14) and September (\$95,787.09) as presented for Wiregrass Community Development District.

NINTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

No Report.

B. District Engineer

No Report.

C. District Manager

Mr. Hayes confirmed the next meeting would be held on Thursday, January 28, 2021 at 10:00 a.m. at the offices of Rizzetta & Company located at 5844 Old Pasco Road Suite 100, Wesley Chapel, FL 33544. He also informed the Board that the November 26, 2020 and December 24, 2020 meetings were cancelled.

EIGHTH ORDER OF BUSINESS

Supervisor Requests

There were no supervisor requests.

NINTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. H. Porter, seconded Mr. C. Chandler, with all in favor, the Board of Supervisors adjourned the meeting at 10:27 a.m. for Wiregrass Community Development District.

Secretary/ Assistant Secretary

Chairman/Vice Chairman

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.

WIREGRASS COMMUNITY DEVELOPMENT DISTRICT

The Audit meeting of the Wiregrass Community Development District was held on Thursday, October 22, 2020 at 10:04 a.m. by means of communications media technology pursuant to Executive Orders 20-52, 20-69, 20-112, 20-123, 20-139, 20-150, 20-179, 20-193 and 20-246 issued by Governor DeSantis, and pursuant to Section 120.54(5)(b)2., Florida Statutes.

Present were:

Bill Porter	Board Supervisor, Chairman
Colby Chandler	Board Supervisor, Vice Chairman
Quinn Porter	Board Supervisor, Assistant Secretary
Hatcher Porter	Board Supervisor, Assistant Secretary

Also Present were:

Lynn Hayes	District Manager, Rizzetta & Company, Inc.
Scott Sheridan	Developer, Locust Branch
Lindsay Whelan	District Counsel, Hopping, Green & Sams

FIRST ORDER OF BUSINESS

Call to Order / Roll Call

Mr.. Hayes confirmed there was a quorum present and called the meeting to order.

SECOND ORDER OF BUSINESS

Audience Comments

No members of general audience in attendance.

THIRD ORDER OF BUSINESS

Consideration of Proposals for Auditing Services

Mr. Hayes compiled the ranking for each firm by Committee and announced that Berger, Toombs, Elam, Gaines & Franks was the highest ranked bidder with the most points recommending that they be awarded the contract.

On a Motion by Mr. B Porter, seconded by Mr. C Chandler, with all in favor, the Audit Committee recommended that the Board award the contract for auditing services for Fiscal Year 2020-2021 (with the option for four additional years) to Berger, Toombs, Elam, Gaines & Frank, for Wiregrass Community Development District.

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FOURTH ORDER OF BUSINESS

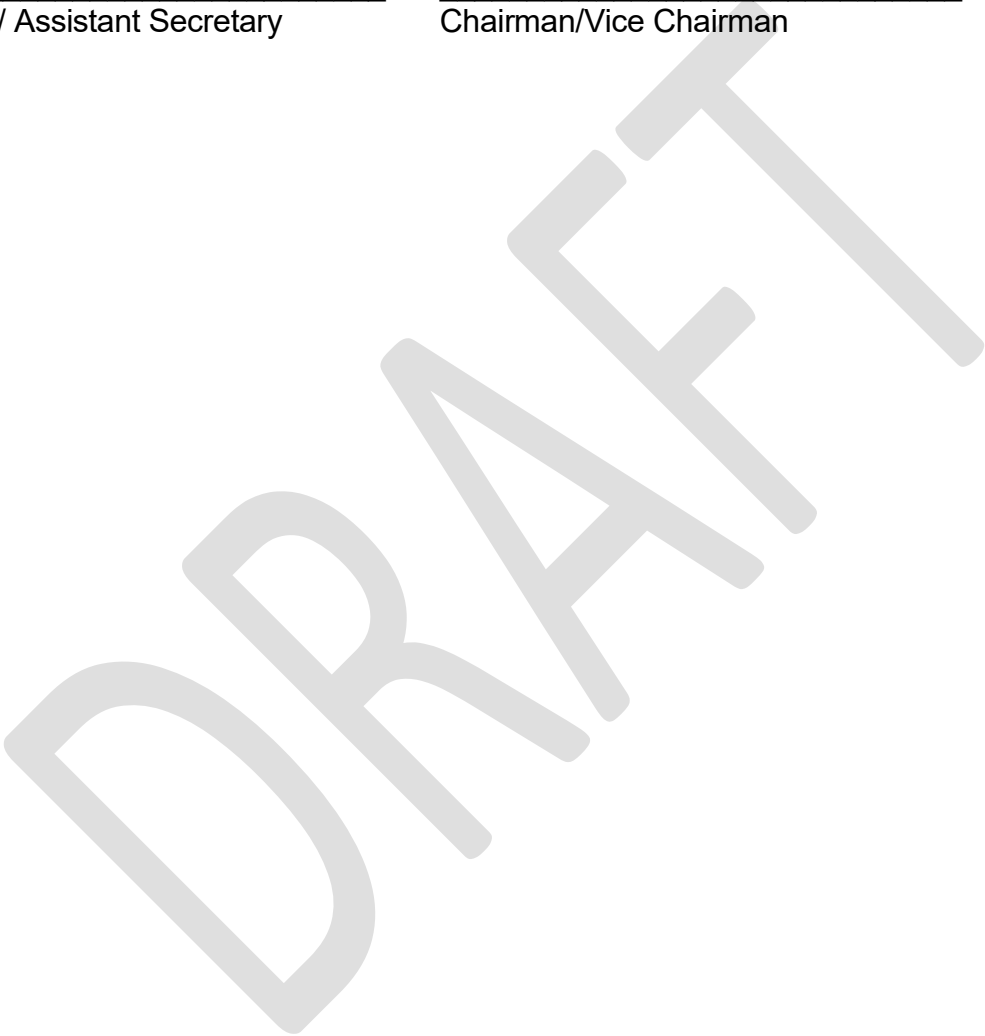
Adjournment

Mr. Hayes said that if there was no further business to come before the Board then a motion to adjourn would be in order.

On a Motion by Mr. Q Porter, seconded by Mr. B Porter, with all in favor, the Board of Supervisors adjourned the meeting at 10:18 a.m. for Wiregrass Community Development District.
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Secretary/ Assistant Secretary

Chairman/Vice Chairman



Tab 4

Wiregrass Community Development District

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

Operations and Maintenance Expenditures October 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2020 through October 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$66,145.24**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Wiregrass Community Development District
Paid Operation & Maintenance Expenditures
 October 1, 2020 Through October 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Disclosure Services, LLC	001017	2	Amortization Schedule Series 2014	\$ 250.00
Florida Natives Nursery, Inc.	001018	5380017667	Quarterly Mitigation Maintenance - State Road 56 10/20	\$ 3,420.00
Hopping Green & Sams	001015	117660	General/Monthly Legal Services 08/20	\$ 4,668.78
Hopping Green & Sams	001019	117845	General/Monthly Legal Services 09/20	\$ 1,455.50
Hopping Green & Sams	001019	117846	General/Monthly Legal Services 09/20	\$ 26.50
Innersync Studio, LTD.	001011	18951	Website Services - ADA Compliance FY 20/21	\$ 1,537.50
Rizzetta & Company, Inc.	001012	INV0000053402	District Management Fees 10/20	\$ 2,754.17
Rizzetta & Company, Inc.	001012	INV0000053657	Assessment Roll FY 20/21	\$ 6,000.00
Rizzetta Technology Services, LLC	001016	INV0000006448	Email & Website Hosting Services 10/20	\$ 175.00
Westcoast Landscape & Lawns, Inc.	001020	83782	Lawn Maintenance 10/20	\$ 12,650.00
Wiregrass Irrigation, LLC	001013	051	Irrigation Fees 09/20	\$ 26,208.97
Withlacoochee River Electric Cooperative, Inc	001014	1723523 09/20	Area Lighting 09/20	<u>\$ 6,998.82</u>
Report Total				<u>\$ 66,145.24</u>

Wiregrass Community Development District

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

Operations and Maintenance Expenditures November 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2020 through November 30, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$17,996.02**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Wiregrass Community Development District
Paid Operation & Maintenance Expenditures
November 1, 2020 Through November 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Department of Economic Opportunity	001025	83379	Special District Fee FY20/21	\$ 175.00
Done Rite Hauling Enterprises, Inc.	001026	36670	Debris Removal 10/20	\$ 300.00
Rizzetta & Company, Inc.	001021	INV0000054271	District Management Fees 11/20	\$ 3,754.17
Rizzetta & Company, Inc.	001027	INV0000054309	Assessment Roll FY 20/21	\$ 1,500.00
Rizzetta Technology Services, LLC	001022	INV0000006553	Email & Website Hosting Services 11/20	\$ 175.00
Times Publishing Company	001023	107616 10/14/20	Legal Advertising Account #117709 10/20	\$ 150.40
Times Publishing Company	001023	114609 10/14/20	Legal Advertising Account #117709 10/20	\$ 172.00
U.S. Bank	001028	5912752	Trustee Fees Series 2014 10/01/20 - 09/30/21	\$ 4,770.63
Withlacoochee River Electric Cooperative, Inc	001024	1723523 10/20	Area Lighting 10/20	<u>\$ 6,998.82</u>
Report Total				<u>\$ 17,996.02</u>

Wiregrass Community Development District

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

Operations and Maintenance Expenditures December 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2020 through December 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$102,240.94**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Wiregrass Community Development District
 Paid Operation & Maintenance Expenditures
 December 1, 2020 Through December 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hopping Green & Sams	001029	118685	General/Monthly Legal Services 10/20	\$ 1,115.03
Rizzetta & Company, Inc.	001030	INV0000054745	District Management Fees 12/20	\$ 3,254.17
Rizzetta Technology Services, LLC	001031	INV0000006653	Email & Website Hosting Services 12/20	\$ 175.00
Westcoast Landscape & Lawns, Inc.	001032	84651	Lawn Maintenance 11/20	\$ 12,650.00
Westcoast Landscape & Lawns, Inc.	001036	85638	Lawn Maintenance 12/20	\$ 12,650.00
Wiregrass Irrigation, LLC	001033	052	Irrigation Fees 10/20	\$ 29,647.11
Wiregrass Irrigation, LLC	001035	053	Irrigation Fees 11/20	\$ 35,645.83
Withlacoochee River Electric Cooperative, Inc	001034	1723523 11/20	Area Lighting 11/20	<u>\$ 7,103.80</u>
Report Total				\$ 102,240.94

Tab 5

RESOLUTION 2021-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WIREGRASS COMMUNITY DEVELOPMENT DISTRICT ACCEPTING THE CERTIFICATION OF THE DISTRICT ENGINEER THAT THE SERIES 2014 PROJECT IS COMPLETE; DECLARING THE SERIES 2014 PROJECT COMPLETE; FINALIZING THE SPECIAL ASSESSMENTS SECURING THE DISTRICT'S SERIES 2014 BONDS; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Wiregrass Community Development District (the “**District**”) is an independent local unit of special-purpose government, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*, and established by the Florida Land and Water Adjudicatory Commission Rule 42MMM-1, for the purpose of providing infrastructure improvements, facilities, and services to the lands within the District as provided in Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors (the “**Board**”) of the District adopted Resolution No. 2013-11 on July 11, 2013, authorizing the issuance of not to exceed \$55,000,000 in aggregate principal amount of its Capital Improvement Revenue Bonds to finance all or a portion of the design, acquisition and construction costs of certain improvements pursuant to the Act;

WHEREAS, the District duly authorized and issued Wiregrass Community Development District Capital Improvement Revenue Bonds, Series 2014 (the “**Series 2014 Bonds**”) in the aggregate principal amount of \$13,620,000, for the purpose of funding a portion of the construction, installation, and acquisition of public infrastructure, improvements, and services (the “**Series 2014 Project**”), as identified and described in that certain *Amended and Restated Master Infrastructure Cost Report of District Engineer*, dated January 23, 2020, as supplemented by the *Assessment Area 1 Supplemental Infrastructure Cost Report of District Engineer*, dated July 24, 2014 (together, the “**Engineer’s Report**”); and

WHEREAS, the Engineer’s Report estimates capital costs totaling \$18,993,247 for the Series 2014 Project (the “**Total Project Costs**”); and

WHEREAS, the Board adopted Resolutions 2014-01 and 2014-09, declaring that such Total Project Costs would be defrayed by the imposition of special assessments pursuant to Chapters 170 and 190, *Florida Statutes*, and that such special assessments would be paid in annual installments commencing in the year in which the special assessments were confirmed; and

WHEREAS, on July 24, 2014, the Board, after notice and public hearing, met as an Equalizing Board pursuant to the provision of Section 170.08, *Florida Statutes*, and

adopted Resolution 2014-11 authorizing the projects described therein, equalizing and levying special assessments to defray all or a portion of the Total Project Costs and providing that this levy shall be a lien on the property so assessed co-equal with the lien of all state, county, district, municipal or other governmental taxes, all in accordance with Section 170.08, *Florida Statutes*; and

WHEREAS, the Series 2014 Project specially benefits the developable acreage in the District as set forth the assessment resolutions and the *Amended Assessment Area 1 Master Special Assessment Allocation Report*, dated January 23, 2020, as supplemented by the *Amended Assessment Area 1 Supplemental Special Assessment Allocation Report*, dated January 23, 2020 (together, the “**Assessment Methodology**”); and

WHEREAS, pursuant to Chapter 170, *Florida Statutes*, and the *Master Trust Indenture* dated September 1, 2014 (the “**Master Indenture**”), as supplemented by that *First Supplemental Trust Indenture* dated September 1, 2014 (the “**First Supplemental Indenture**” and, together with the Master Indenture, the “**Indenture**”) both by and between the District and U.S. Bank National Association, as Trustee, the District Engineer executed and delivered a Certificate of Completion of the Series 2014 Project dated [REDACTED], 20 [REDACTED], (the “**Engineer’s Certification**”) attached hereto as **Exhibit A**, wherein the District Engineer certified the Series 2014 Project to be complete; and

WHEREAS, upon receipt of and in reliance upon the Engineer’s Certification evidencing the completion date of the Series 2014 Project as described above, the Board desires to certify the Series 2014 Project complete in accordance with the Indenture; and

WHEREAS, the actual costs of the Series 2014 Project was greater than the amount deposited in the Acquisition and Construction Fund resulting in substantially no excess proceeds from the Series 2014 Bonds in the Acquisition and Construction Account.

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

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170 and 190, *Florida Statutes*, and in accordance with the provisions of the assessment resolutions.

SECTION 3. ACCEPTANCE AND CERTIFICATION OF COMPLETION OF THE SERIES 2014 PROJECT. The Board of Supervisors hereby accepts the Engineer’s Certification, attached hereto as **Exhibit A**, certifying the Series 2014 Project complete and upon reliance thereon, certifies the Series 2014 Project complete in accordance with the assessment resolutions and the Indenture. The Completion Date, as that term is defined in the Indenture, for the Series 2014 Project shall be the date of the Engineer’s Certification.

SECTION 4. FINALIZATION OF SPECIAL ASSESSMENTS SECURING SERIES 2014 BONDS. Pursuant to Section 170.08, *Florida Statutes*, the assessment resolutions, special assessments securing the Series 2014 Bonds are to be credited the difference in the assessment as originally made, approved, and confirmed and the proportionate part of the total actual costs of the Series 2014 Project. **Exhibit B** attached hereto and incorporated herein by this reference reflects the amortization schedule of the Series 2014 Bonds after the closing of the Series 2014 Acquisition and Construction Account within the Series 2014 Acquisition and Construction Fund. As provided in the assessment resolutions, the assessments levied reflect the outstanding debt due on the Series 2014 Bonds. Pursuant to Section 170.08, *Florida Statutes*, and the assessment resolutions, the special assessments on parcels specially benefitted by the Series 2014 Project are hereby finalized in accordance with the Assessment Methodology which reflects the assessments on the parcels benefitted by the Series 2014 Bonds.

SECTION 5. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution, these special assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's "Improvement Lien Book." The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be co-equal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 6. OTHER PROVISIONS REMAIN IN EFFECT. This Resolution is intended to supplement the assessment resolutions, which remains in full force and effect. This Resolution and the assessment resolutions shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution.

SECTION 7. SEVERABILITY. If any section or part of a section of this resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 8. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 9. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

[Remainder of page intentionally left blank]

APPROVED AND ADOPTED this 28th day of January, 2021.

ATTEST:

**WIREGRASS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Engineer's Certification, dated _____, 2021

Exhibit B: Amortization Schedule of the Series 2014 Bonds

EXHIBIT A

Engineer's Certification

EXHIBIT B
Amortization Schedule of the Series 2014 Bonds

BOND DEBT SERVICE

Wiregrass Community Development District
Capital Improvement Revenue Bonds, Series 2014
Pasco County, Florida
FINAL NUMBERS

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2014			72,904.51	72,904.51	72,904.51
05/01/2015			374,937.50	374,937.50	
11/01/2015			374,937.50	374,937.50	749,875.00
05/01/2016	185,000	5.375%	374,937.50	559,937.50	
11/01/2016			369,965.63	369,965.63	929,903.13
05/01/2017	195,000	5.375%	369,965.63	564,965.63	
11/01/2017			364,725.00	364,725.00	929,690.63
05/01/2018	210,000	5.375%	364,725.00	574,725.00	
11/01/2018			359,081.25	359,081.25	933,806.25
05/01/2019	220,000	5.375%	359,081.25	579,081.25	
11/01/2019			353,168.75	353,168.75	932,250.00
05/01/2020	230,000	5.375%	353,168.75	583,168.75	
11/01/2020			346,987.50	346,987.50	930,156.25
05/01/2021	245,000	5.375%	346,987.50	591,987.50	
11/01/2021			340,403.13	340,403.13	932,390.63
05/01/2022	255,000	5.375%	340,403.13	595,403.13	
11/01/2022			333,550.00	333,550.00	928,953.13
05/01/2023	270,000	5.375%	333,550.00	603,550.00	
11/01/2023			326,293.75	326,293.75	929,843.75
05/01/2024	285,000	5.375%	326,293.75	611,293.75	
11/01/2024			318,634.38	318,634.38	929,928.13
05/01/2025	300,000	5.375%	318,634.38	618,634.38	
11/01/2025			310,571.88	310,571.88	929,206.26
05/01/2026	320,000	5.375%	310,571.88	630,571.88	
11/01/2026			301,971.88	301,971.88	932,543.76
05/01/2027	335,000	5.375%	301,971.88	636,971.88	
11/01/2027			292,968.75	292,968.75	929,940.63
05/01/2028	355,000	5.375%	292,968.75	647,968.75	
11/01/2028			283,428.13	283,428.13	931,396.88
05/01/2029	375,000	5.375%	283,428.13	658,428.13	
11/01/2029			273,350.00	273,350.00	931,778.13
05/01/2030	395,000	5.375%	273,350.00	668,350.00	
11/01/2030			262,734.38	262,734.38	931,084.38
05/01/2031	415,000	5.375%	262,734.38	677,734.38	
11/01/2031			251,581.25	251,581.25	929,315.63
05/01/2032	440,000	5.375%	251,581.25	691,581.25	
11/01/2032			239,756.25	239,756.25	931,337.50
05/01/2033	465,000	5.375%	239,756.25	704,756.25	
11/01/2033			227,259.38	227,259.38	932,015.63
05/01/2034	490,000	5.375%	227,259.38	717,259.38	
11/01/2034			214,090.63	214,090.63	931,350.01
05/01/2035	515,000	5.375%	214,090.63	729,090.63	
11/01/2035			200,250.00	200,250.00	929,340.63
05/01/2036	545,000	5.625%	200,250.00	745,250.00	
11/01/2036			184,921.88	184,921.88	930,171.88
05/01/2037	575,000	5.625%	184,921.88	759,921.88	
11/01/2037			168,750.00	168,750.00	928,671.88
05/01/2038	610,000	5.625%	168,750.00	778,750.00	
11/01/2038			151,593.75	151,593.75	930,343.75
05/01/2039	645,000	5.625%	151,593.75	796,593.75	
11/01/2039			133,453.13	133,453.13	930,046.88
05/01/2040	685,000	5.625%	133,453.13	818,453.13	
11/01/2040			114,187.50	114,187.50	932,640.63

Tab 6

RESOLUTION 2021-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WIREGRASS COMMUNITY DEVELOPMENT DISTRICT RECOGNIZING THE CONTRIBUTION OF INFRASTRUCTURE IMPROVEMENTS IN LIEU OF THE PAYMENT OF CERTAIN SERIES 2014 DEBT SERVICE SPECIAL ASSESSMENTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Wiregrass Community Development District (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* (the “Act”), being situated in Pasco County, Florida; and

WHEREAS, pursuant to the Act, the District is authorized to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure, including but not limited to stormwater management systems, roadways, water and wastewater distribution systems, and landscaping and hardscaping improvements; and

WHEREAS, on or about September 26, 2014, the District issued its \$13,620,000 Wiregrass Community Development District Capital Improvement Revenue Bonds, Series 2014 (the “Series 2014 Bonds”); and

WHEREAS, pursuant to Resolutions 2014-01, 2014-09 and 2014-11, the Series 2014 Bonds are secured by debt service special assessments levied on certain of the property located within “Assessment Area 1” within the District (hereinafter, the “Debt Service Assessments”) that are specially benefitted by the construction, installation, and/or acquisition of the “Series 2014 Project” as set forth in that certain *Assessment Area 1 Supplemental Infrastructure Cost Report of District Engineer, Series 2014 Project*, dated July 24, 2014 (the “Engineer’s Report”); and

WHEREAS, the manner in which the Debt Service Assessments securing the Series 2014 Bonds are allocated among the benefitted properties is set forth in that certain *Final Supplemental Special Assessment Allocation Report, Series 2014 Project*, dated September 25, 2014 (the “Supplemental Assessment Report”); and

WHEREAS, in order to impose the Debt Service Assessments at target assessment levels determined by the master developer of the lands within the District (hereinafter, the “Developer”), the Supplemental Assessment Report contemplates that Developer shall be required to provide in-kind contributions of public infrastructure in the amount of \$454,503.17, which amount acts as an assessment credit to the product type(s) specified in Table 7 of such report (hereinafter, the “Contribution Obligation”); and

WHEREAS, in accordance with the Engineer’s Report, the District previously acquired roadways, water and sewer systems, stormwater management/drainage improvements, and landscaping and irrigation infrastructure improvements included within the scope of the “Series

2014 Project” from the Developer for which it has issued the Developer and its affiliates and assigns promissory notes (the “Acquired Improvements”); and

WHEREAS, the construction cost of the Acquired Improvements for which the Developer has not been reimbursed from the proceeds of tax-exempt bonds, the assignment of impact fee credits, or otherwise (the “Construction Costs”) currently exceeds the amount of the Contribution Obligation;¹ and

WHEREAS, it is accordingly appropriate for the Board of Supervisors of the District (the “Board”) to formally designate \$454,503.17 of the Acquired Improvements conveyed to the District for which the Developer was not reimbursed as in-kind contributions of public infrastructure, and the District is amenable to same.

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

SECTION 1. RECOGNITION OF INFRASTRUCTURE CONTRIBUTION IN LIEU OF CERTAIN DEBT SERVICE SPECIAL ASSESSMENTS. The District hereby agrees, accepts, and acknowledges that, through conveyance of the Acquired Improvements to the District for which it was not reimbursed, the Developer has satisfied the Contribution Obligation set forth in the Supplemental Assessment Report for the Series 2014 Bonds. No further Contribution Obligation with respect to the Series 2014 Bonds shall be due and owing; provided, however, that nothing herein shall relieve the Developer of its project completion obligations with respect to the Series 2014 Project in accordance with that certain *Funding and Completion Agreement*, dated September 26, 2014, by and between the District and Developer.

SECTION 2. REDUCTION OF OUTSTANDING PROMISSORY NOTES. The amount of outstanding promissory notes currently due and owing to the Developer for the Acquired Improvements relative to the Series 2014 Project which are to be credited toward the Contribution Obligation are listed in the attached **Exhibit A**. The outstanding value of the promissory notes listed in **Exhibit A** shall be reduced by \$454,503.17, in the manner set forth therein, upon the adoption of this Resolution in contemplation of the District’s recognition of the satisfaction of the Contribution Obligation.

SECTION 3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

¹ The District has also issued promissory notes relative to its acquisition of real property upon which portions of the Series 2014 Project are located. However, for the purposes of documenting the Developer’s contribution in lieu of assessments required by the Supplemental Assessment Report, these amounts are not eligible for reimbursement by the District as a credit towards the Contribution Obligation as real property is not included within the scope of the 2014 Project.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED, this 28th day of January, 2021.

ATTEST:

**WIREGRASS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman

Exhibit A: List of Outstanding Promissory Note(s) Credited Toward
Contribution Obligation

EXHIBIT A

List of Outstanding Promissory Note(s) Credited Toward Contribution Obligation

<u>Infrastructure Project</u>	<u>Date of Note</u>	<u>Amount of Promissory Note²</u>	<u>Current Value of Note³</u>	<u>Amount of Promissory Note Utilized As Contribution in Lieu of Assessments</u>	<u>Amount of Promissory Note that Remains Outstanding⁴</u>
Wiregrass Ranch Blvd. Phase II Utility Improvements	11/21/2013	\$4,604,340.31	\$7,638,826.83	\$454,503.17	\$7,184,323.66

² Represents promissory note(s) for which reimbursement was not made to the Developer from the proceeds of the Series 2014 Bonds, the assignment of impact fee credits, or otherwise. Of the total face value amount of the promissory note, only \$1,564,727.58 is attributable the improvements relative to Wiregrass Ranch Boulevard Phase 2 which is within the scope of the Series 2014 Project.

³ Bears a 7.5% annual interest rate.

⁴ As of May 4, 2020.

Tab 7

RESOLUTION 2021-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WIREGRASS COMMUNITY DEVELOPMENT DISTRICT ACCEPTING THE CERTIFICATION OF THE DISTRICT ENGINEER THAT THE SERIES 2016 PROJECT IS COMPLETE; DECLARING THE SERIES 2016 PROJECT COMPLETE; FINALIZING THE SPECIAL ASSESSMENTS SECURING THE DISTRICT'S SERIES 2016 BONDS; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, Wiregrass Community Development District (the “**District**”) is an independent local unit of special-purpose government, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*, and established by the Florida Land and Water Adjudicatory Commission Rule 42MMM-1, for the purpose of providing infrastructure improvements, facilities, and services to the lands within the District as provided in Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors (the “**Board**”) of the District adopted Resolution No. 2013-11 on July 11, 2013, authorizing the issuance of not to exceed \$55,000,000 in aggregate principal amount of its Capital Improvement Revenue Bonds to finance all or a portion of the design, acquisition and construction costs of certain improvements pursuant to the Act;

WHEREAS, the District duly authorized and issued Wiregrass Community Development District Capital Improvement Revenue Bonds, Series 2016 (the “**Series 2016 Bonds**”) in the aggregate principal amount of \$9,430,000, for the purpose of funding a portion of the construction, installation, and acquisition of public infrastructure, improvements, and services (the “**Series 2016 Project**”), as identified and described in that certain *Amended and Restated Master Infrastructure Cost Report of District Engineer*, dated January 23, 2020, as supplemented by the *Assessment Area 2 Supplemental Infrastructure Cost Report of District for the Series 2016 Project*, dated February 26, 2016 (together, the “**Engineer’s Report**”); and

WHEREAS, the Engineer’s Report estimates capital costs totaling \$11,205,833.41 for the Series 2016 Project (the “**Total Project Costs**”); and

WHEREAS, on December 16, 2015, the Board adopted Resolution 2016-04, declaring that such Total Project Costs would be defrayed by the imposition of special assessments pursuant to Chapters 170 and 190, *Florida Statutes*, and that such special assessments would be paid in annual installments commencing in the year in which the special assessments were confirmed; and

WHEREAS, on January 27, 2016, the Board, after notice and public hearing, met as an Equalizing Board pursuant to the provision of Section 170.08, *Florida Statutes*, and

adopted Resolution 2016-06, as supplemented by Resolution 2016-09, adopted on March 30, 2016, authorizing the projects described therein, equalizing and levying special assessments to defray all or a portion of the Total Project Costs and providing that this levy shall be a lien on the property so assessed co-equal with the lien of all state, county, district, municipal or other governmental taxes, all in accordance with Section 170.08, *Florida Statutes*; and

WHEREAS, the Series 2016 Project specially benefits the developable acreage in the District as set forth in Resolution 2016-06 and the *Amended Assessment Area 2 Master Special Assessment Allocation Report* dated January 23, 2020, as supplemented by the *Final Assessment Area 2 Supplemental Special Assessment Allocation Report*, dated March 30, 2016 (together, the “**Assessment Methodology**”), and it is reasonable, proper, just and right to assess the portion of the costs of the Series 2016 Project financed with the Series 2016 Bonds to the specially benefitted properties within the District as set forth in Resolution 2016-06 and this Resolution; and

WHEREAS, pursuant to Chapter 170, *Florida Statutes*, and the *Master Trust Indenture* dated September 1, 2014 (the “**Master Indenture**”), as supplemented by that *Second Supplemental Trust Indenture* dated April 1, 2016 (the “**Second Supplemental Indenture**” and, together with the Master Indenture, the “**Indenture**”) both by and between the District and U.S. Bank National Association, as Trustee, the District Engineer executed and delivered a Certificate of Completion of the Series 2016 Project dated _____, 20___, (the “**Engineer’s Certification**”) attached hereto as **Exhibit A**, wherein the District Engineer certified the Series 2016 Project to be complete; and

WHEREAS, upon receipt of and in reliance upon the Engineer’s Certification evidencing the completion date of the Series 2016 Project as described above, the Board desires to certify the Series 2016 Project complete in accordance with the Indenture; and

WHEREAS, the actual costs of the Series 2014 Project was greater than the amount deposited in the Acquisition and Construction Fund resulting in substantially no excess proceeds from the Series 2014 Bonds in the Acquisition and Construction Account.

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

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170 and 190, *Florida Statutes*, and in accordance with the provisions of Resolution 2016-06, as supplemented.

SECTION 3. ACCEPTANCE AND CERTIFICATION OF COMPLETION OF THE SERIES 2016 PROJECT. The Board of Supervisors hereby accepts the Engineer’s Certification,

attached hereto as **Exhibit A**, certifying the Series 2016 Project complete and upon reliance thereon, certifies the Series 2016 Project complete in accordance with Resolution 2016-06 and the Indenture. The Completion Date, as that term is defined in the Indenture, for the Series 2016 Project shall be the date of the Engineer's Certification.

SECTION 4. FINALIZATION OF SPECIAL ASSESSMENTS SECURING SERIES 2016 BONDS. Pursuant to Section 170.08, *Florida Statutes*, and Resolution 2016-06, special assessments securing the Series 2016 Bonds are to be credited the difference in the assessment as originally made, approved, and confirmed and the proportionate part of the total actual costs of the Series 2016 Project. **Exhibit B** attached hereto and incorporated herein by this reference reflects the amortization schedule of the Series 2016 Bonds after the closing of the Series 2016 Acquisition and Construction Account within the Series 2014 Acquisition and Construction Fund. As provided in Resolution 2016-06, the assessments levied reflect the outstanding debt due on the Series 2016 Bonds. Pursuant to Section 170.08, *Florida Statutes*, and Resolution 2016-06, the special assessments on parcels specially benefitted by the Series 2016 Project are hereby finalized in accordance with the Assessment Methodology which reflects the assessments on the parcels benefitted by the Series 2016 Bonds.

SECTION 5. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution, these special assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's "Improvement Lien Book." The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be co-equal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 6. OTHER PROVISIONS REMAIN IN EFFECT. This Resolution is intended to supplement Resolution 2016-06, which remains in full force and effect. This Resolution and Resolution 2016-06 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution.

SECTION 7. SEVERABILITY. If any section or part of a section of this resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 8. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 9. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

[Remainder of page intentionally left blank]

APPROVED AND ADOPTED this 28th day of January, 2021.

ATTEST:

**WIREGRASS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Engineer's Certification, dated _____, 2021

Exhibit B: Amortization Schedule of the Series 2016 Bonds

EXHIBIT A
Engineer's Certification

EXHIBIT B
Amortization Schedule of the Series 2016 Bonds

BOND DEBT SERVICE

Wiregrass Community Development District
Capital Improvement Revenue Bonds, Series 2016
(Pasco County, Florida)
FINAL NUMBERS
Assessment Area No. 2

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2016			264,446.88	264,446.88	264,446.88
05/01/2017			226,668.75	226,668.75	
11/01/2017			226,668.75	226,668.75	453,337.50
05/01/2018	150,000	3.625%	226,668.75	376,668.75	
11/01/2018			223,950.00	223,950.00	600,618.75
05/01/2019	155,000	3.625%	223,950.00	378,950.00	
11/01/2019			221,140.63	221,140.63	600,090.63
05/01/2020	160,000	3.625%	221,140.63	381,140.63	
11/01/2020			218,240.63	218,240.63	599,381.26
05/01/2021	170,000	3.625%	218,240.63	388,240.63	
11/01/2021			215,159.38	215,159.38	603,400.01
05/01/2022	175,000	4.375%	215,159.38	390,159.38	
11/01/2022			211,331.25	211,331.25	601,490.63
05/01/2023	185,000	4.375%	211,331.25	396,331.25	
11/01/2023			207,284.38	207,284.38	603,615.63
05/01/2024	190,000	4.375%	207,284.38	397,284.38	
11/01/2024			203,128.13	203,128.13	600,412.51
05/01/2025	200,000	4.375%	203,128.13	403,128.13	
11/01/2025			198,753.13	198,753.13	601,881.26
05/01/2026	210,000	4.375%	198,753.13	408,753.13	
11/01/2026			194,159.38	194,159.38	602,912.51
05/01/2027	220,000	4.875%	194,159.38	414,159.38	
11/01/2027			188,796.88	188,796.88	602,956.26
05/01/2028	230,000	4.875%	188,796.88	418,796.88	
11/01/2028			183,190.63	183,190.63	601,987.51
05/01/2029	240,000	4.875%	183,190.63	423,190.63	
11/01/2029			177,340.63	177,340.63	600,531.26
05/01/2030	255,000	4.875%	177,340.63	432,340.63	
11/01/2030			171,125.00	171,125.00	603,465.63
05/01/2031	265,000	4.875%	171,125.00	436,125.00	
11/01/2031			164,665.63	164,665.63	600,790.63
05/01/2032	280,000	4.875%	164,665.63	444,665.63	
11/01/2032			157,840.63	157,840.63	602,506.26
05/01/2033	290,000	4.875%	157,840.63	447,840.63	
11/01/2033			150,771.88	150,771.88	598,612.51
05/01/2034	305,000	4.875%	150,771.88	455,771.88	
11/01/2034			143,337.50	143,337.50	599,109.38
05/01/2035	320,000	4.875%	143,337.50	463,337.50	
11/01/2035			135,537.50	135,537.50	598,875.00
05/01/2036	340,000	4.875%	135,537.50	475,537.50	
11/01/2036			127,250.00	127,250.00	602,787.50
05/01/2037	355,000	5.000%	127,250.00	482,250.00	
11/01/2037			118,375.00	118,375.00	600,625.00
05/01/2038	375,000	5.000%	118,375.00	493,375.00	
11/01/2038			109,000.00	109,000.00	602,375.00
05/01/2039	395,000	5.000%	109,000.00	504,000.00	
11/01/2039			99,125.00	99,125.00	603,125.00
05/01/2040	415,000	5.000%	99,125.00	514,125.00	
11/01/2040			88,750.00	88,750.00	602,875.00
05/01/2041	435,000	5.000%	88,750.00	523,750.00	

Tab 8

RESOLUTION 2021-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WIREGRASS COMMUNITY DEVELOPMENT DISTRICT RECOGNIZING THE CONTRIBUTION OF INFRASTRUCTURE IMPROVEMENTS IN LIEU OF THE PAYMENT OF CERTAIN SERIES 2016 DEBT SERVICE SPECIAL ASSESSMENTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Wiregrass Community Development District (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* (the “Act”), being situated in Pasco County, Florida; and

WHEREAS, pursuant to the Act, the District is authorized to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure, including but not limited to stormwater management systems, roadways, water and wastewater distribution systems, and landscaping and hardscaping improvements; and

WHEREAS, on or about April 1, 2016, the District issued its \$9,430,000 Wiregrass Community Development District Capital Improvement Revenue Bonds, Series 2016 (the “Series 2016 Bonds”); and

WHEREAS, pursuant to Resolutions 2016-04, 2016-05, 2016-06, and 2016-09, the Series 2016 Bonds are secured by debt service special assessments levied on certain of the property located within “Assessment Area 2” within the District (hereinafter, the “Debt Service Assessments”) that are specially benefitted by the construction, installation, and/or acquisition of the “Series 2016 Project” as set forth in that certain *Assessment Area 2 Supplemental Infrastructure Cost Report of District Engineer, Series 2016 Project*, dated February 24, 2016 (the “Engineer’s Report”); and

WHEREAS, the manner in which the Debt Service Assessments securing the Series 2016 Bonds are allocated among the benefitted properties is set forth in that certain *Final Supplemental Special Assessment Allocation Report, Series 2016 Project*, dated March 30, 2016 (the “Supplemental Assessment Report”); and

WHEREAS, in order to impose the Debt Service Assessments at target assessment levels determined by the master developer of the lands within the District (hereinafter, the “Developer”), the Supplemental Assessment Report contemplates that Developer shall be required to provide in-kind contributions of public infrastructure in the amount of \$95,767.45, which amount acts as an assessment credit to the product type(s) specified in Table 8 of such report (hereinafter, the “Contribution Obligation”); and

WHEREAS, in accordance with the Engineer’s Report, the District previously acquired roadways, water and sewer systems, stormwater management/drainage improvements, and landscaping and irrigation infrastructure improvements included within the scope of the “Series

2016 Project” from the Developer for which it has issued the Developer and its affiliates and assigns promissory notes (the “Acquired Improvements”); and

WHEREAS, the construction cost of the Acquired Improvements for which the Developer has not been reimbursed from the proceeds of tax-exempt bonds, the assignment of impact fee credits, or otherwise (the “Construction Costs”) currently exceeds the amount of the Contribution Obligation;¹ and

WHEREAS, it is accordingly appropriate for the Board of Supervisors of the District (the “Board”) to formally designate \$95,767.45 of the Acquired Improvements conveyed to the District for which the Developer was not reimbursed as in-kind contributions of public infrastructure, and the District is amenable to same.

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

SECTION 1. RECOGNITION OF INFRASTRUCTURE CONTRIBUTION IN LIEU OF CERTAIN DEBT SERVICE SPECIAL ASSESSMENTS. The District hereby agrees, accepts, and acknowledges that, through conveyance of the Acquired Improvements to the District for which it was not reimbursed, the Developer has satisfied the Contribution Obligation set forth in the Supplemental Assessment Report for the Series 2016 Bonds. No further Contribution Obligation with respect to the Series 2016 Bonds shall be due and owing; provided, however, that nothing herein shall relieve the Developer of its project completion obligations with respect to the Series 2016 Project in accordance with that certain *Agreement Regarding the Completion of Certain Improvements Relating to the Series 2016 Project*, dated April 1, 2016, by and between the District and Developer.

SECTION 2. REDUCTION OF OUTSTANDING PROMISSORY NOTES. The amount of outstanding promissory notes currently due and owing to the Developer for the Acquired Improvements relative to the Series 2016 Project which are to be credited toward the Contribution Obligation are listed in the attached **Exhibit A**. The outstanding value of the promissory notes listed in **Exhibit A** shall be reduced by \$95,767.45, in the manner set forth therein, upon the adoption of this Resolution in contemplation of the District’s recognition of the satisfaction of the Contribution Obligation.

SECTION 3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

¹ The District has also issued promissory notes relative to its acquisition of real property upon which portions of the Series 2016 Project are located. However, for the purposes of documenting the Developer’s contribution in lieu of assessments required by the Supplemental Assessment Report, these amounts are not eligible for reimbursement by the District as a credit towards the Contribution Obligation as real property is not included within the scope of the 2016 Project.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED, this 28th day of January, 2021.

ATTEST:

**WIREGRASS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman

Exhibit A: List of Outstanding Promissory Note(s) Credited Towards
Contribution Obligation

EXHIBIT A

List of Outstanding Promissory Note(s) Credited Towards Contribution Obligation

<u>Infrastructure Project</u>	<u>Date of Note</u>	<u>Amount of Promissory Note²</u>	<u>Current Value of Note³</u>	<u>Amount of Promissory Note Utilized</u> <u>As Contribution in Lieu of Assessments</u>	<u>Amount of Promissory Note that Remains Outstanding⁴</u>
RFR D-Strickland Avenue	4/26/2017	\$1,160,000	\$119,553.27 ⁵	\$95,767.45	\$23,785.82

² Represents promissory note(s) for which reimbursement was not made to the Developer from the proceeds of the Series 2016 Bonds, the assignment of impact fee credits, or otherwise.

³ Bears a 7.5% annual interest rate.

⁴ As of May 4, 2020.

⁵ Note that pursuant to Resolution 2019-03, the balance of the RFR-D (Strickland Avenue) promissory note was previously reduced by \$1,213,725.16 as consideration for the District's assignment of certain impact fee credits to the Developer.

Tab 9



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:	