

Spring Ridge Community Development District

Board of Supervisors

- Guillermo Velez, Chairperson
- Jane Brekka, Vice Chairperson
- Alice Charoonsak, Assistant Secretary
- Anthony Martino, Assistant Secretary
- Merry-Lyn Orlando, Assistant Secretary

- Mark Vega, District Manager
- Dana Crosby Collier, District Counsel
- Stephen Brletic, District Engineer
- Sandra Manuele, Clubhouse Manager

Meeting Agenda-

Wednesday, March 10, 2021 – 5:00 p.m.

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Audience Comments**
4. **Consent Agenda**
 - A. Approval of Minutes of the January 13, 2021 Meeting- Page #2
 - B. Acceptance of the Financial Statements- Page #4
 - C. Acceptance of the E-Verify Memorandum of Understanding- Page # 24
5. **Engineer's Report**
6. **Attorney's Report**
7. **Manager's Report**
8. **Clubhouse Manager's Report**
9. **Supervisor's Request**
10. **Adjournment**

***Next regular meeting is scheduled for April 12, 2021 at 5:00 p.m.**

District Office:

Inframark, Infrastructure Management Services
2634 Cypress Ridge Boulevard, Suite 101
Wesley Chapel, Florida
813-991-1116 ext. 1004

Meeting Location:

Spring Ridge Recreation Center
14133 Sweet Shrub Court
Brooksville, Florida

**MINUTES OF MEETING
SPRING RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Spring Ridge Community Development District was held Wednesday, January 13, 2021 at 5:11 pm at the Spring Ridge Recreation Center, located at 14133 Sweet Shrub Court, Brooksville, Florida.

Present and constituting a quorum were:

Guillermo Velez	Chairman
Jane Brekka	Vice Chairman
Anthony Martino	Assistant Secretary
Alice Charoonsak	Assistant Secretary
Merry-Lyn Orlando	Assistant Secretary

Also present were:

Mark Vega	District Manager
Sandra Manuele	Clubhouse Manager

The following is a summary of the discussion and actions taken during the January 13, 2021 meeting of the Spring Ridge CDD Board of Supervisors.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Vega called the meeting to order. Supervisors and Staff introduced themselves, and a quorum was established.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Audience Comments on Agenda Items

None.

FOURTH ORDER OF BUSINESS

Consent Agenda

- A. Approval of Minutes of the November 13, 2020 Meeting
- B. Acceptance of the Financial Statements
- C. Resolution 2021-02, Designation of Officers

On MOTION by Mr. Orlando seconded by Mr. Brekka with all in favor, the consent agenda was approved. 5-0

FIFTH ORDER OF BUSINESS

Engineer’s Report

None.

SIXTH ORDER OF BUSINESS

Attorney’s Report

- Mr. Vega discussed the E verify- memorandum of understanding, noting it will be on the March agenda.

SEVENTH ORDER OF BUSINESS

Manager’s Report

- Mr. Vega noted the preliminary budget workshop will be held on February 8, 2021.

EIGHTH ORDER OF BUSINESS

Clubhouse Manager’s Report

Ms. Manuele gave a brief report:

- The air conditioner unit was replaced.
- Playground shade estimates will be provided at the February 8, 2021 workshop.
- Estimates were received regarding the tiles at the pool.
- She noted the front entrance does need to be redone and will provide quotes at the February workshop.

NINTH ORDER OF BUSINESS

Supervisors’ Requests

- Ms. Orlando asked when the electric company will be beginning work. Mr. Vega noted it will be soon.

TENTH ORDER OF BUSINESS

Audience Comments

Resident comments were received.

ELEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Brekka, seconded by Mr. Velez, with all in favor, the Meeting was Adjourned. 5-0

Chairman

**Spring Ridge
Community Development District**

Financial Report

January 31, 2021

Prepared by



Spring Ridge
Community Development District

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**Spring Ridge
Community Development District**

Financial Statements

(Unaudited)

January 31, 2021

Balance Sheet
 January 31, 2021

<u>ACCOUNT DESCRIPTION</u>	<u>GENERAL FUND</u>	<u>RECREATIONAL SPECIAL REVENUE FUND</u>	<u>SERIES 2015 A1 DEBT SERVICE FUND</u>	<u>SERIES 2015 A2 DEBT SERVICE FUND</u>	<u>TOTAL</u>
ASSETS					
Cash - Checking Account	\$ 112,192	\$ -	\$ -	\$ -	\$ 112,192
Cash On Hand/Petty Cash	100	-	-	-	100
Accounts Receivable	105	-	-	-	105
Assessments Receivable	727	100	-	339	1,166
Due From Other Funds	-	241,043	-	-	241,043
Investments:					
Money Market Account	1,050,379	-	-	-	1,050,379
Reserve Fund (A-1)	-	-	55,401	-	55,401
Reserve Fund (A-2)	-	-	-	32,626	32,626
Revenue Fund (A-1)	-	-	103,788	-	103,788
Revenue Fund (A-2)	-	-	-	95,433	95,433
Prepaid Items	110	-	-	-	110
TOTAL ASSETS	\$ 1,163,613	\$ 241,143	\$ 159,189	\$ 128,398	\$ 1,692,343
LIABILITIES					
Accounts Payable	\$ 7,934	\$ -	\$ -	\$ -	\$ 7,934
Accrued Taxes Payable	168	-	-	-	168
Sales Tax Payable	64	-	-	-	64
Deferred Revenue	727	100	-	339	1,166
Due To Other Funds	241,043	-	-	-	241,043
TOTAL LIABILITIES	249,936	100	-	339	250,375
FUND BALANCES					
Nonspendable:					
Prepaid Items	110	-	-	-	110
Restricted for:					
Debt Service	-	-	159,189	128,059	287,248
Special Revenue	-	241,043	-	-	241,043
Assigned to:					
Operating Reserves	95,036	-	-	-	95,036
Reserves - ADA	19,675	-	-	-	19,675
Reserves - Clubhouse	24,623	-	-	-	24,623
Reserves - Gate/Entry Features	25,728	-	-	-	25,728
Reserves- Lake Embank/Drainage	113,219	-	-	-	113,219
Reserves - Parking Lots	70,623	-	-	-	70,623
Reserves - Roadways	132,408	-	-	-	132,408
Reserves - Swimming Pools	34,875	-	-	-	34,875
Unassigned:	397,380	-	-	-	397,380
TOTAL FUND BALANCES	\$ 913,677	\$ 241,043	\$ 159,189	\$ 128,059	\$ 1,441,968
TOTAL LIABILITIES & FUND BALANCES	\$ 1,163,613	\$ 241,143	\$ 159,189	\$ 128,398	\$ 1,692,343

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2021

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>
REVENUES					
Interest - Investments	\$ 1,763	\$ 588	\$ 738	\$ 150	41.86%
Special Assmnts- Tax Collector	394,147	310,912	354,093	43,181	89.84%
Special Assmnts- Discounts	(15,766)	(12,436)	(14,069)	(1,633)	89.24%
Other Miscellaneous Revenues	-	-	1	1	0.00%
Gate Bar Code/Remotes	-	-	24	24	0.00%
Access Cards	-	-	1,794	1,794	0.00%
TOTAL REVENUES	380,144	299,064	342,581	43,517	90.12%
EXPENDITURES					
Administration					
P/R-Board of Supervisors	9,600	3,200	2,800	400	29.17%
FICA Taxes	734	245	214	31	29.16%
ProfServ-Engineering	2,000	667	11,660	(10,993)	583.00%
ProfServ-Legal Services	7,000	2,333	2,234	99	31.91%
ProfServ-Mgmt Consulting Serv	52,284	17,428	21,401	(3,973)	40.93%
ProfServ-Property Appraiser	7,883	7,883	7,883	-	100.00%
ProfServ-Trustee Fees	5,000	-	-	-	0.00%
Auditing Services	5,000	2,500	-	2,500	0.00%
Postage and Freight	1,055	352	401	(49)	38.01%
Insurance - General Liability	17,282	8,641	8,946	(305)	51.76%
Printing and Binding	950	317	-	317	0.00%
Legal Advertising	1,000	333	-	333	0.00%
Misc-Bank Charges	950	317	82	235	8.63%
Misc-Assessmnt Collection Cost	7,883	4,552	6,800	(2,248)	86.26%
Misc-Contingency	-	-	1,553	(1,553)	0.00%
Annual District Filing Fee	175	175	175	-	100.00%
Total Administration	118,796	48,943	64,149	(15,206)	54.00%
Landscape Services					
Contracts-Landscape	40,308	13,436	13,436	-	33.33%
Utility - Irrigation	7,225	2,408	2,959	(551)	40.96%
R&M-Renewal and Replacement	5,000	1,667	263	1,404	5.26%
R&M-Irrigation	2,000	667	1,346	(679)	67.30%
Misc-Contingency	100	33	-	33	0.00%
Total Landscape Services	54,633	18,211	18,004	207	32.95%

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2021

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>
<u>Gatehouse</u>					
Communication - Teleph - Field	1,450	483	1,763	(1,280)	121.59%
Electricity - General	650	217	534	(317)	82.15%
R&M-General	6,714	2,238	2,361	(123)	35.17%
Misc-Contingency	100	33	-	33	0.00%
Total Gatehouse	8,914	2,971	4,658	(1,687)	52.25%
<u>Road and Street Facilities</u>					
Electricity - Streetlighting	29,430	9,810	4,193	5,617	14.25%
R&M-Street Signs	1,000	333	-	333	0.00%
R&M-Walls and Signage	1,000	333	-	333	0.00%
Reserve - Gate/Entry Feature	2,591	2,591	-	2,591	0.00%
Reserve-Lake Embankm/Drainage	9,189	9,189	-	9,189	0.00%
Reserve - Roadways	5,000	5,000	3,350	1,650	67.00%
Total Road and Street Facilities	48,210	27,256	7,543	19,713	15.65%
<u>Parks and Recreation - General</u>					
Payroll-Salaries	77,000	25,667	21,968	3,699	28.53%
FICA Taxes	5,891	1,964	1,706	258	28.96%
Security Service - Sheriff	6,100	2,033	1,110	923	18.20%
Communication - Telephone	4,450	1,483	-	1,483	0.00%
Electricity - General	8,000	2,667	1,783	884	22.29%
Utility - Refuse Removal	1,850	617	435	182	23.51%
Utility - Water & Sewer	2,000	667	306	361	15.30%
R&M-Clubhouse	4,500	1,500	567	933	12.60%
R&M-Pools	6,600	2,200	-	2,200	0.00%
Misc-Holiday Lighting	1,000	333	172	161	17.20%
Misc-Property Taxes	748	748	1,225	(477)	163.77%
Misc-Special Events	2,500	833	729	104	29.16%
Misc-Contingency	464	155	35,029	(34,874)	7549.35%
Office Supplies	1,500	500	1,324	(824)	88.27%
Cleaning Supplies	1,100	367	118	249	10.73%
Op Supplies - General	10,000	3,333	3,676	(343)	36.76%
Op Supplies-Pool Chem.&Equipm.	3,000	1,000	514	486	17.13%
Capital Outlay	-	-	16,043	(16,043)	0.00%
Reserve - Clubhouse	1,000	1,000	-	1,000	0.00%
Reserve - Parking Lot	8,376	8,376	10,706	(2,330)	127.82%
Reserve - Swimming Pools	3,512	3,512	-	3,512	0.00%
Total Parks and Recreation - General	149,591	58,955	97,411	(38,456)	65.12%
TOTAL EXPENDITURES	380,144	156,336	191,765	(35,429)	50.45%

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2021

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>
Excess (deficiency) of revenues					
Over (under) expenditures	-	142,728	150,816	8,088	0.00%
<u>OTHER FINANCING SOURCES (USES)</u>					
Interfund Transfer - In	-	-	7,167	7,167	0.00%
TOTAL FINANCING SOURCES (USES)	-	-	7,167	7,167	0.00%
Net change in fund balance	\$ -	\$ 142,728	\$ 157,983	\$ 15,255	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2020)	755,694	755,694	755,694		
FUND BALANCE, ENDING	\$ 755,694	\$ 898,422	\$ 913,677		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2021

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>
REVENUES					
Interest - Investments	\$ -	\$ -	\$ -	\$ -	0.00%
Special Assmnts- Tax Collector	52,000	30,031	46,716	16,685	89.84%
Special Assmnts- Discounts	(2,080)	(1,201)	(1,856)	(655)	89.23%
TOTAL REVENUES	49,920	28,830	44,860	16,030	89.86%
EXPENDITURES					
Administration					
ProfServ-Property Appraiser	1,040	-	1,040	(1,040)	100.00%
Misc-Assessmnt Collection Cost	1,040	601	897	(296)	86.25%
Total Administration	2,080	601	1,937	(1,336)	93.13%
Parks and Recreation - General					
Capital Outlay	47,840	15,947	-	15,947	0.00%
Total Parks and Recreation - General	47,840	15,947	-	15,947	0.00%
TOTAL EXPENDITURES	49,920	16,548	1,937	14,611	3.88%
Excess (deficiency) of revenues Over (under) expenditures	-	12,282	42,923	30,641	0.00%
Net change in fund balance	\$ -	\$ 12,282	\$ 42,923	\$ 30,641	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2020)	198,120	198,121	198,120		
FUND BALANCE, ENDING	\$ 198,120	\$ 210,403	\$ 241,043		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2021

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>
REVENUES					
Interest - Investments	\$ 10	\$ 3	\$ 1	\$ (2)	10.00%
Special Assmnts- Tax Collector	118,609	68,498	106,555	38,057	89.84%
Special Assmnts- Discounts	(4,744)	(2,740)	(4,234)	(1,494)	89.25%
TOTAL REVENUES	113,875	65,761	102,322	36,561	89.85%
EXPENDITURES					
Administration					
ProfServ-Arbitrage Rebate	600	-	-	-	0.00%
ProfServ-Dissemination Agent	1,000	-	-	-	0.00%
ProfServ-Property Appraiser	2,372	2,372	2,372	-	100.00%
Misc-Assessmnt Collection Cost	2,372	1,370	2,046	(676)	86.26%
Total Administration	6,344	3,742	4,418	(676)	69.64%
Debt Service					
Principal Debt Retirement	55,000	-	-	-	0.00%
Interest Expense	54,960	27,480	27,480	-	50.00%
Total Debt Service	109,960	27,480	27,480	-	24.99%
TOTAL EXPENDITURES	116,304	31,222	31,898	(676)	27.43%
Excess (deficiency) of revenues Over (under) expenditures	(2,429)	34,539	70,424	35,885	-2899.30%
OTHER FINANCING SOURCES (USES)					
Operating Transfers-Out	-	-	(5,852)	(5,852)	0.00%
Contribution to (Use of) Fund Balance	(2,429)	-	-	-	0.00%
TOTAL FINANCING SOURCES (USES)	(2,429)	-	(5,852)	(5,852)	240.92%
Net change in fund balance	\$ (2,429)	\$ 34,539	\$ 64,572	\$ 30,033	-2658.38%
FUND BALANCE, BEGINNING (OCT 1, 2020)	94,617	94,617	94,617		
FUND BALANCE, ENDING	\$ 92,188	\$ 129,156	\$ 159,189		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending January 31, 2021

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>
REVENUES					
Interest - Investments	\$ -	\$ -	\$ 3	\$ 3	0.00%
Special Assmnts- Tax Collector	70,999	41,003	63,784	22,781	89.84%
Special Assmnts- Discounts	(2,840)	(1,640)	(2,534)	(894)	89.23%
TOTAL REVENUES	68,159	39,363	61,253	21,890	89.87%
EXPENDITURES					
Administration					
ProfServ-Property Appraiser	1,420	1,420	1,420	-	100.00%
Misc-Assessmnt Collection Cost	1,420	820	1,225	(405)	86.27%
Total Administration	2,840	2,240	2,645	(405)	93.13%
Debt Service					
Principal Debt Retirement	25,000	-	-	-	0.00%
Interest Expense	37,500	18,750	18,750	-	50.00%
Total Debt Service	62,500	18,750	18,750	-	30.00%
TOTAL EXPENDITURES	65,340	20,990	21,395	(405)	32.74%
Excess (deficiency) of revenues Over (under) expenditures	2,819	18,373	39,858	21,485	1413.91%
OTHER FINANCING SOURCES (USES)					
Operating Transfers-Out	-	-	(1,315)	(1,315)	0.00%
Contribution to (Use of) Fund Balance	2,819	-	-	-	0.00%
TOTAL FINANCING SOURCES (USES)	2,819	-	(1,315)	(1,315)	-46.65%
Net change in fund balance	\$ 2,819	\$ 18,373	\$ 38,543	\$ 20,170	1367.26%
FUND BALANCE, BEGINNING (OCT 1, 2020)	89,516	89,516	89,516		
FUND BALANCE, ENDING	\$ 92,335	\$ 107,889	\$ 128,059		

Spring Ridge

Community Development District

Notes to the Financial Statements January 31, 2021

Assets

- ▶ The District has General Fund monies invested in one money market account. (See Cash & Investments Report for further details.)
- ▶ Accounts Receivable represents amount due from a resident for a returned check.
- ▶ Assessments Receivable represents amount due for FY 2020 CDD uncollected assessments.
- ▶ Prepaid Items is the amount paid for February refuse removal.

Liabilities

- Accounts Payable represents invoices for the month of January paid in February.

Financial Overview / Highlights

- ▶ As of January 2021, total revenues are at 90% of the annual budget. The special assessment tax collector is at 90%.
- ▶ Total expenditures are at approximately 50% of the annual budget.

Variance Analysis

Account Name	YTD Actual	Annual Budget	% of Budget	Explanation
General Fund Expenditures				
<u>Administrative</u>				
ProfServ-Engineering	\$11,660	\$2,000	583%	All payments to JMT for engineering fees.
ProfServ-Mgmt Consulting Serv	\$21,401	\$52,284	41%	The budgeted amount includes monthly management fee and annual assessment roll fee.
Postage and Freight	\$401	\$1,055	38%	All payments to Fedex and Severn Trent for postage.
Insurance-General Liability	\$8,946	\$17,282	52%	Two quarterly payments have been made.
Misc-Contingency	\$1,553	\$0	0%	Includes \$1,553 to Innersync Studio for website services; amount not budgeted.

The notes are intended to provide additional information helpful when reviewing the financial statements.

Spring Ridge

Community Development District

Notes to the Financial Statements
January 31, 2021

<u>Account Name</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>% of Budget</u>	<u>Explanation</u>
<u>Landscape</u>				
Utility-Irrigation	\$2,959	\$7,225	41%	All payments to Hernando County Utilities for irrigation.
R&M-Irrigation	\$1,346	\$2,000	67%	All payments for irrigation repairs.
<u>Gatehouse</u>				
Communication-Teleph-Field	\$1,763	\$1,450	122%	All payments to AT&T for phone and Bright House Networks for internet services.
Electricity-General	\$534	\$650	82%	All payments to Withlacoochee River Electric for electricity.
R&M-General	\$2,361	\$6,714	35%	Includes \$1,870 for visor remotes and other gate repairs.
<u>Parks and Recreation</u>				
Misc-Property Taxes	\$1,225	\$748	164%	All payments for property taxes.
Misc-Contingency	\$35,029	\$464	7549%	Includes \$34,539 to Superior Sealers for drainage repairs.
Office Supplies	\$1,324	\$1,500	88%	All payments made for office supplies.
Operating Supplies-General	\$3,676	\$10,000	37%	All payments made for operating supplies.
Capital Outlay	\$16,043	\$0	0%	All payments made for fitness center renovation.
Reserve-Parking Lot	\$10,706	\$8,376	128%	Inlcudes \$10,706 for parking lot repairs.

The notes are intended to provide additional information helpful when reviewing the financial statements.

**Spring Ridge
Community Development District**

Supporting Schedules

January 31, 2021

**Non-Ad Valorem Special Assessments - Hernando County Tax Collector
(Monthly Assessment Collection Distributions)
For the Fiscal Year Ending September 30, 2021**

						ALLOCATION BY FUND			
Date Received	Net Amount Received	Discount / (Penalty) Amount	Appraiser Cost	Collection Cost	Gross Amount Received	General Fund	Rec Fund	Series 2015A-1 Debt Service Fund	Series 2015A-2 Debt Service Fund
Assessments Levied FY 2020					\$ 635,755	\$ 394,147	\$ 52,000	\$ 118,609	\$ 70,999
Allocation %					100.00%	62.00%	8.18%	18.66%	11.17%
11/19/20	\$ 107	\$ 260	\$ 5,223	\$ 109	\$ 5,699	\$ 3,533	\$ 466	\$ 1,063	\$ 636
12/10/20	\$ 174,598	\$ 7,742	\$ 7,492	\$ 3,716	\$ 193,548	\$ 119,993	\$ 15,831	\$ 36,109	\$ 21,615
12/29/20	\$ 326,581	\$ 13,871	\$ -	\$ 6,665	\$ 347,117	\$ 215,201	\$ 28,392	\$ 64,759	\$ 38,765
01/07/21	\$ 7,074	\$ 262	\$ -	\$ 144	\$ 7,480	\$ 4,637	\$ 612	\$ 1,395	\$ 835
01/14/21	\$ 16,411	\$ 558	\$ -	\$ 335	\$ 17,304	\$ 10,728	\$ 1,415	\$ 3,228	\$ 1,932
TOTAL	\$ 524,772	\$ 22,693	\$ 12,715	\$ 10,969	\$ 571,148	\$ 354,093	\$ 46,716	\$ 106,555	\$ 63,784
% Collected					90%	90%	90%	90%	90%
TOTAL OUTSTANDING					\$ 64,607	\$ 40,054	\$ 5,284	\$ 12,053	\$ 7,215

Spring Ridge CDD

Bank Reconciliation

Bank Account No. 8391 Valley Bank GF
 Statement No. 01-21
 Statement Date 1/31/2021

G/L Balance (LCY)	112,192.40	Statement Balance	123,573.41
G/L Balance	112,192.40	Outstanding Deposits	0.00
Positive Adjustments	0.00		
	<hr/>		
Subtotal	112,192.40	Subtotal	123,573.41
Negative Adjustments	0.00	Outstanding Checks	11,381.01
	<hr/>	Differences	0.00
Ending G/L Balance	112,192.40	Ending Balance	112,192.40
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
1/26/2021	Payment	5311	FEDEX	13.67	0.00	13.67
1/26/2021	Payment	5312	INFRAMARK, LLC	3,832.42	0.00	3,832.42
1/27/2021	Payment	5313	SUPERIOR SEALERS LLC	3,936.50	0.00	3,936.50
1/27/2021	Payment	5314	SUPERIOR SEALERS LLC	3,350.00	0.00	3,350.00
1/30/2021	Payment	DD1249	Payment of Invoice 006792	248.42	0.00	248.42
Total Outstanding Checks.....				11,381.01		11,381.01

Spring Ridge

Community Development District

**Cash and Investment Report
January 31, 2021**

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>MATURITY</u>	<u>BALANCE</u>
GENERAL FUND				
Checking Account - Operating	Valley	0.05%	n/a	112,192
Petty Cash			n/a	100
Money Market Account	Valley	0.25%	n/a	1,050,379
			Subtotal	<u>\$ 1,050,379</u>
DEBT SERVICE FUND				
Series 2015 A1 Reserve Acct	US Bank	0.02%	n/a	55,401
Series 2015 A1 Revenue Acct	US Bank	0.02%	n/a	103,788
Series 2015 A2 Reserve Acct	US Bank	0.02%	n/a	32,626
Series 2015 A2 Revenue Acct	US Bank	0.02%	n/a	95,433
			Subtotal	<u>\$ 287,248</u>
			Total	<u><u>\$ 1,449,919</u></u>

SPRING RIDGE COMMUNITY DEVELOPMENT DISTRICT

**Payment Register by Fund
For the Period from 1/1/2021 to 1/31/2021
(Sorted by Check / ACH No.)**

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
GENERAL FUND - 001								
CHECK # 5296								
001	01/05/21	REPUBLIC SERVICES #762	0762-002735896	SVC 1/1/21-1/31/21	Utility - Refuse Removal	543020-57201	\$109.43	
							Check Total	<u>\$109.43</u>
CHECK # 5297								
001	01/07/21	GAETANO ANTONIO SAVERINO	66153	SECURITY 12/24/20	Security Service - Sheriff	534365-57201	\$90.00	
							Check Total	<u>\$90.00</u>
CHECK # 5298								
001	01/07/21	JOEL RODRIGUEZ	66234	SECURITY 12/27/20	Security Service - Sheriff	534365-57201	\$90.00	
							Check Total	<u>\$90.00</u>
CHECK # 5299								
001	01/07/21	NDL LLC	121932	MTHLY SVC JAN 2021	Contracts-Landscape	534050-53902	\$3,359.00	
							Check Total	<u>\$3,359.00</u>
CHECK # 5300								
001	01/07/21	VALLEY NATIONAL BANK	121120-3603	PURCHASES 11/11/20-12/11/20	RURAL KING- CLEANING	551003-57201	\$24.94	
001	01/07/21	VALLEY NATIONAL BANK	121120-3603	PURCHASES 11/11/20-12/11/20	WALMART-POOL CHEMICAL	552032-57201	\$8.88	
001	01/07/21	VALLEY NATIONAL BANK	121120-3603	PURCHASES 11/11/20-12/11/20	PIZZA VILLA- SP EVENT	549052-57201	\$183.18	
001	01/07/21	VALLEY NATIONAL BANK	121120-3603	PURCHASES 11/11/20-12/11/20	SAM-SUPPLIES	552001-57201	\$40.72	
001	01/07/21	VALLEY NATIONAL BANK	121120-3603	PURCHASES 11/11/20-12/11/20	HOME DEPOT-HOLIDAY LIGHTS	549028-57201	\$111.96	
001	01/07/21	VALLEY NATIONAL BANK	121120-3603	PURCHASES 11/11/20-12/11/20	WALMART-HOLIDAY LIGHTS	549028-57201	\$60.00	
001	01/07/21	VALLEY NATIONAL BANK	121120-3603	PURCHASES 11/11/20-12/11/20	WALMART-SPECIAL EVENT	549052-57201	\$46.60	
001	01/07/21	VALLEY NATIONAL BANK	121120-3603	PURCHASES 11/11/20-12/11/20	AMAZON-	549052-57201	\$189.90	
001	01/07/21	VALLEY NATIONAL BANK	121120-3603	PURCHASES 11/11/20-12/11/20	WALMART-SP EVENT	549052-57201	\$94.34	
001	01/07/21	VALLEY NATIONAL BANK	121120-3603	PURCHASES 11/11/20-12/11/20	BANK FEE-	549009-51301	\$35.00	
							Check Total	<u>\$795.52</u>
CHECK # 5301								
001	01/14/21	COZY CLIMATE LLC	11112021	REPLACE 2 AIR CONDITIONERS	Capital Outlay	564043-57201	\$9,500.00	
							Check Total	<u>\$9,500.00</u>
CHECK # 5302								
001	01/14/21	FEDEX	7-232-36019	SVC 12/21/20	Postage and Freight	541006-51301	\$50.46	
001	01/14/21	FEDEX	7-226-28855	SVC 12/14/20	Postage and Freight	541006-51301	\$12.62	
							Check Total	<u>\$63.08</u>
CHECK # 5303								
001	01/14/21	JUAN PEREZ	66267	SECURITY 1/2/21	Security Service - Sheriff	534365-57201	\$90.00	
							Check Total	<u>\$90.00</u>

SPRING RIDGE COMMUNITY DEVELOPMENT DISTRICT

**Payment Register by Fund
For the Period from 1/1/2021 to 1/31/2021
(Sorted by Check / ACH No.)**

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
CHECK # 5304								
001	01/14/21	NDL LLC	122189	IRR SVC 1/4/21	R&M-Irrigation	546041-53902	\$15.91	
							Check Total	\$15.91
CHECK # 5305								
001	01/14/21	SOUTHERN AUTOMATED ACCESS SVCS LLC	8864	VISOR REMOTES	R&M-General	546001-53904	\$1,870.00	
							Check Total	\$1,870.00
CHECK # 5306								
001	01/14/21	SUPERIOR SEALERS LLC	INV-5	SAW/CUT/REPLACE ASPHALT-PARKING LOT	Reserve - Parking Lot	568117-57201	\$2,600.00	
							Check Total	\$2,600.00
CHECK # 5307								
001	01/20/21	AT&T	122620-1980	SVC 12/26/20-1/25/21	Communication - Teleph - Field	541005-53904	\$192.24	
							Check Total	\$192.24
CHECK # 5308								
001	01/20/21	FEDEX	7-195-70099	SVC 11/19/20	Postage and Freight	541006-51301	\$22.02	
							Check Total	\$22.02
CHECK # 5311								
001	01/26/21	FEDEX	7-246-46002	SVC 1/7/21	Postage and Freight	541006-51301	\$13.67	
							Check Total	\$13.67
CHECK # 5312								
001	01/26/21	INFRAMARK, LLC	59513	MGMT FEES JAN 2021	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,860.42	
001	01/26/21	INFRAMARK, LLC	59513	MGMT FEES JAN 2021	Postage and Freight	541006-51301	\$7.00	
001	01/26/21	INFRAMARK, LLC	59513	MGMT FEES JAN 2021	LATE FEE REIMBURSEMENT	549900-57201	(\$35.00)	
							Check Total	\$3,832.42
CHECK # 5313								
001	01/27/21	SUPERIOR SEALERS LLC	INV-7	PARKING LOT REPAIR	Reserve - Parking Lot	568117-57201	\$3,936.50	
							Check Total	\$3,936.50
CHECK # 5314								
001	01/27/21	SUPERIOR SEALERS LLC	INV-8	ROAD REPAIR	Reserve - Roadways	568138-54101	\$3,350.00	
							Check Total	\$3,350.00
CHECK # DD1249								
001	01/30/21	BRIGHT HOUSE NETWORKS	011421 ACH	SVC 1/13/21-2/12/21	0050513747-01	541005-53904	\$248.42	
							Check Total	\$248.42
CHECK # DD1250								
001	01/12/21	HERNANDO COUNTY UTILITIES	123120-ACH	SVC 11/30/20-12/31/20	Utility - Water & Sewer	543021-57201	\$62.49	
001	01/12/21	HERNANDO COUNTY UTILITIES	123120-ACH	SVC 11/30/20-12/31/20	Utility - Irrigation	543014-53902	\$985.17	

SPRING RIDGE COMMUNITY DEVELOPMENT DISTRICT

**Payment Register by Fund
For the Period from 1/1/2021 to 1/31/2021
(Sorted by Check / ACH No.)**

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
							Check Total	<u>\$1,047.66</u>
CHECK # DD1251								
001	01/08/21	WITHLACOOCHEE RIVER ELECTRIC	122320 ACH	SVC 11/18/20-12/18/20	Electricity - General	543006-53904	\$57.10	
001	01/08/21	WITHLACOOCHEE RIVER ELECTRIC	122320 ACH	SVC 11/18/20-12/18/20	Electricity - General	543006-57201	\$299.17	
001	01/08/21	WITHLACOOCHEE RIVER ELECTRIC	122320 ACH	SVC 11/18/20-12/18/20	Electricity - Streetlighting	543013-54101	\$1,048.81	
001	01/08/21	WITHLACOOCHEE RIVER ELECTRIC	122320 ACH	SVC 11/18/20-12/18/20	Electricity - General	543006-53904	\$63.89	
							Check Total	<u>\$1,468.97</u>
CHECK # DD1241								
001	01/07/21	SANDRA MANUELE	PAYROLL	January 07, 2021 Payroll Posting			\$1,242.26	
							Check Total	<u>\$1,242.26</u>
CHECK # DD1242								
001	01/07/21	LAURIE B LIEDKE	PAYROLL	January 07, 2021 Payroll Posting			\$367.32	
							Check Total	<u>\$367.32</u>
CHECK # DD1243								
001	01/07/21	LORI A. BUSCEMI	PAYROLL	January 07, 2021 Payroll Posting			\$397.10	
							Check Total	<u>\$397.10</u>
CHECK # DD1244								
001	01/07/21	JOSE R. DEL TORO	PAYROLL	January 07, 2021 Payroll Posting			\$655.68	
							Check Total	<u>\$655.68</u>
CHECK # DD1245								
001	01/21/21	SANDRA MANUELE	PAYROLL	January 21, 2021 Payroll Posting			\$1,194.05	
							Check Total	<u>\$1,194.05</u>
CHECK # DD1246								
001	01/21/21	LAURIE B LIEDKE	PAYROLL	January 21, 2021 Payroll Posting			\$357.40	
							Check Total	<u>\$357.40</u>
CHECK # DD1247								
001	01/21/21	LORI A. BUSCEMI	PAYROLL	January 21, 2021 Payroll Posting			\$397.10	
							Check Total	<u>\$397.10</u>
CHECK # DD1248								
001	01/21/21	JOSE R. DEL TORO	PAYROLL	January 21, 2021 Payroll Posting			\$609.51	
							Check Total	<u>\$609.51</u>
CHECK # DD1252								
001	01/29/21	JANE ANN BREKKA	PAYROLL	January 29, 2021 Payroll Posting			\$169.70	
							Check Total	<u>\$169.70</u>

SPRING RIDGE COMMUNITY DEVELOPMENT DISTRICT

**Payment Register by Fund
For the Period from 1/1/2021 to 1/31/2021
(Sorted by Check / ACH No.)**

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
CHECK # DD1253								
001	01/29/21	ANTHONY J. MARTINO	PAYROLL	January 29, 2021 Payroll Posting			\$184.70	
							Check Total	\$184.70
CHECK # DD1254								
001	01/29/21	MERRY-LYN G. ORLANDO	PAYROLL	January 29, 2021 Payroll Posting			\$184.70	
							Check Total	\$184.70
CHECK # DD1255								
001	01/29/21	ALICE J. CHAROONSAK	PAYROLL	January 29, 2021 Payroll Posting			\$184.70	
							Check Total	\$184.70
CHECK # DD1256								
001	01/29/21	GUILLERMO E. VELEZ	PAYROLL	January 29, 2021 Payroll Posting			\$184.70	
							Check Total	\$184.70
							Fund Total	\$38,823.76

SERIES 2015 A1 DEBT SERVICE FUND - 202

CHECK # 5309								
202	01/21/21	SPRING RIDGE C/O US BANK	011921-2015A1	TAX COLLECTIONS SERIES 2015 A-1	Investments Current	151000	\$98,477.61	
							Check Total	\$98,477.61
							Fund Total	\$98,477.61

SERIES 2015 A2 DEBT SERVICE FUND - 203

CHECK # 5310								
203	01/21/21	SPRING RIDGE C/O US BANK	011921-2015A2	TAX COLLECTIONS SERIES 2015 A-2	Investments Current	151000	\$59,208.31	
							Check Total	\$59,208.31
							Fund Total	\$59,208.31

Total Checks Paid	\$196,509.68
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STRALEY ROBIN VERICKER

1510 W. Cleveland Street

Tampa, FL 33606

Phone: 813-223-9400

Website: www.srvlegal.com**M E M O R A N D U M**

TO: Community Development District Supervisors and District Managers

FROM: Straley Robin Vericker

RE: 2020 Legislative Update

DATE: April 21, 2020

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

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

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

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

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

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

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

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

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

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

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

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

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



Company ID Number: _____

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

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

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

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

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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

employee is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

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

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

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

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

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

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

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

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

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

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

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

B. REFERRAL TO DHS

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

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

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

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

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

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

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

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

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

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

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

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

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

ARTICLE VI PARTIES

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

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

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

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

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

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

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

Employer.

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

Approved by:

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

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

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

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

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



2002 West Grand Parkway North
Suite 100
Katy, Texas 77449
281.578.4200

October 21, 2020

To Whom It May Concern:

Inframark LLC, is a registered participant of E-Verify and uses it for all new hires into the organization. The Company ID is 349621.

If you have any questions, please contact me at 281-646-2354.

Sincerely,

A handwritten signature in black ink that reads "Jolene Wolfe". The signature is written in a cursive, flowing style.

Jolene Wolfe
Director of Human Resources