

# **WATERFORD LANDING**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**April 29, 2021**

**BOARD OF SUPERVISORS**

**REGULAR MEETING**

**AGENDA**

# Waterford Landing Community Development District

## OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton Florida 33431

Phone: (561) 571-0010 • Fax: (561) 571-0013 • Toll-Free: (877) 276-0889

April 22, 2021

Board of Supervisors  
Waterford Landing Community Development District

**ATTENDEES:**  
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Dear Board Members:

The Board of Supervisors of the Waterford Landing Community Development District will hold a Regular Meeting on April 29, 2021 at 2:30 p.m., at the offices of Barraco and Associates, 2271 McGregor Boulevard, Suite 100, Fort Myers, Florida 33901. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Discussion: Alderman's Walk
  - Update: Alderman's Walk Traffic Light
4. Consideration of Resolution 2021-03, Approving Proposed Budgets for Fiscal Year 2021/2022 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; and Providing an Effective Date
5. Discussion: Memorandum of Understanding, Section 448.095, *Florida Statutes*/E-Verify Requirements
6. Consideration of Resolution 2021-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2021/2022 and Providing for an Effective Date
7. Discussion: District Counsel Contacting Residents Regarding Gutters
8. Acceptance of Unaudited Financial Statements as of March 31, 2021
9. Approval of January 26, 2021 Regular Meeting Minutes
10. Other Business
11. Staff Reports
  - A. District Counsel: *Straley & Robin*

- B. District Engineer: *Barraco and Associates, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
- I. 1,298 Registered Voters in District as of April 15, 2021
- II. NEXT MEETING DATE: July 28, 2021 at 10:00 A.M.

• QUORUM CHECK

JOYCE L. HEIN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
ROBERT E. STILLMAN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
CHARLES COX	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
MARCINA STRANG	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
JOHN CAMPO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 12. Supervisors' Requests
- 13. Public Comments
- 14. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at 561-909-7930.

Sincerely,



Daniel Rom  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

**CALL IN NUMBER: 1-888-354-0094**

**CONFERENCE ID: 435668**

# **WATERFORD LANDING**

**COMMUNITY DEVELOPMENT DISTRICT**

**4**

**RESOLUTION 2021-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERFORD LANDING COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2021/2022 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Waterford Landing Community Development District ("**District**") prior to June 15, 2021, proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("**Fiscal Year 2021/2022**"); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2021/2022 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: July 28, 2021

HOUR: 10:00 A.M.

LOCATION: Barraco and Associates  
2271 McGregor Boulevard, Suite 100  
Fort Myers, Florida 33901

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Fort Myers and Lee County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 29<sup>th</sup> DAY OF APRIL, 2021.**

ATTEST:

**WATERFORD LANDING COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## Exhibit A

**WATERFORD LANDING  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2022**



**WATERFORD LANDING  
COMMUNITY DEVELOPMENT DISTRICT  
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**WATERFORD LANDING  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2022**

	Fiscal Year 2021				Adopted Budget FY 2022
	Adopted	Actual through 3/31/2021	Projected through 9/30/2021	Total Actual & Projected Revenue & Expenditures	
<b>REVENUES</b>					
Assessment levy: on-roll	\$ 133,010				\$ 133,010
Allowable discount (4%)	(5,320)				(5,320)
Assessment levy - net	127,690	\$ 125,752	\$ 1,938	\$ 127,690	127,690
Interest and miscellaneous	6	5,509	5,509	11,018	6
Total Revenues	127,696	131,261	7,447	138,708	127,696
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Supervisors	4,308	1,076	3,232	4,308	4,308
Management & accounting	48,960	24,480	24,480	48,960	48,960
Audit	6,200	1,500	4,700	6,200	6,400
Dissemination agent	1,000	500	500	1,000	1,000
Arbitrage rebate calculation	750	-	750	750	750
Trustee	4,760	4,760	-	4,760	4,760
Legal	15,000	4,631	5,000	9,631	10,000
Engineering	20,000	3,427	16,573	20,000	24,000
Engineering - public facilities report	-	-	-	-	-
Utility warranty	4,000	-	4,000	4,000	4,000
Postage	750	-	750	750	750
Insurance	6,514	6,218	-	6,218	6,840
Printing & reproduction	500	250	250	500	500
Legal advertising	1,500	580	920	1,500	1,500
Other current charges	500	-	500	500	500
Annual district filing fee	175	175	-	175	175
Telephone	200	100	100	200	200
Website hosting	705	705	-	705	705
Website ADA	210	-	210	210	210
Total professional & administrative	116,032	48,402	61,965	110,367	115,558
<b>Other fees and charges</b>					
Tax collector	953	207	-	207	953
Property appraiser	1,430	953	477	1,430	1,430
Total other fees & charges	2,383	1,160	477	1,637	2,383
Total expenditures	118,415	49,562	62,442	112,004	117,941
Net increase/(decrease) of fund balance	9,281	81,699	(54,995)	26,704	9,755
Fund balance - beginning (unaudited)	59,208	37,894	119,593	37,894	64,598
Fund balance - ending					
Assigned: lake bank project	30,000	30,000	30,000	30,000	20,000
Assigned: public facilities report	4,000	4,000	4,000	4,000	5,000
Assigned: 3 months working capital	34,489	30,521	30,521	30,521	34,615
Unassigned	-	55,072	77	77	14,738
Fund balance - ending (projected)	\$ 68,489	\$ 119,593	\$ 64,598	\$ 64,598	\$ 74,353

**WATERFORD LANDING  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

Supervisors	\$ 4,308
Statutorily set at \$200 (plus applicable taxes) for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year. Currently the District anticipates four meetings for the fiscal year.	
Management & accounting	48,960
<b>Wrathell, Hunt and Associates, LLC</b> , specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, oversee the issuance of tax exempt bonds, and operate and maintain the assets of the community.	
Audit	6,400
The District is required to complete annual, independent examinations of its accounting records and procedures. This audit is conducted pursuant to Florida Law and the Rules of the Auditor General.	
Dissemination agent	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934.	
Arbitrage	750
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate arbitrage rebate liability.	
Trustee	4,760
Annual fees paid for services provided as trustee, paying agent and registrar.	
Legal	10,000
Fees for on-going general counsel and legal representation on behalf of the District. The firm of Straley Robin & Williams serves as the District's general counsel.	
Engineering	24,000
Barraco and Associates, Inc., provides an array of engineering and consulting services to the District, in addition to offering advice on bids for yearly contracts, operating policy and compliance with regulatory permits.	
Utility warranty	4,000
Postage	750
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Insurance	6,840
The District carries Public Officials and General Liability Insurance with policies. The limit of liability is set at \$2,000,000.	
Printing & reproduction	500
Envelopes, copies, automated AP routing, etc.	
Legal advertising	1,500
The District advertises in The Fort Meyers News Press for monthly meetings, special meetings, public hearings, bidding, etc. This estimate is based on prior fiscal year's advertising expense.	
Other current charges	500
Bank charges, automated AP routing and other miscellaneous expenses incurred throughout the year.	
Annual district filing fee	175
Annual fee paid to the Department of Economic Opportunity.	
Telephone	200
Website hosting	705
Website ADA	210
<b>Other fees &amp; charges</b>	
Tax collector	953
Fees are \$1.00 per parcel on which the assessment is levied.	
Property appraiser	1,430
Fees are \$1.50 per parcel on which the assessment is levied.	
<b>Total expenditures</b>	<b>\$ 117,941</b>

**WATERFORD LANDING  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2014  
FISCAL YEAR 2021**

	Fiscal Year 2021				Proposed Budget FY 2022
	Adopted	Actual through 3/31/2021	Projected through 9/30/2021	Total Actual & Projected Revenue & Expenditures	
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 755,624				\$ 755,624
Allowable discounts (4%)	(30,225)				(30,225)
Assessment levy: on-roll - net	725,399	\$ 714,275	\$ 11,124	\$ 725,399	725,399
Interest and miscellaneous	-	19	-	19	-
Total revenues	<u>725,399</u>	<u>714,294</u>	<u>11,124</u>	<u>725,418</u>	<u>725,399</u>
<b>EXPENDITURES</b>					
Principal	195,000	-	195,000	195,000	205,000
Interest	534,888	267,444	267,444	534,888	524,163
Tax collector	-	1,175	-	1,175	-
Total expenditures	<u>729,888</u>	<u>268,619</u>	<u>462,444</u>	<u>731,063</u>	<u>729,163</u>
Net change in fund balances	(4,489)	445,675	(451,320)	(5,645)	(3,764)
Beginning fund balance (unaudited)	666,204	666,806	1,112,481	666,806	661,161
Ending fund balance (projected)	<u>\$661,715</u>	<u>\$1,112,481</u>	<u>\$ 661,161</u>	<u>\$ 661,161</u>	<u>657,397</u>
Use of fund balance					
Debt service reserve account balance (required)					(362,700)
Interest expense - November 1, 2022					(256,444)
Projected fund balance surplus/(deficit) as of September 30, 2022					<u>\$ 38,253</u>

**WATERFORD LANDING**  
Community Development District  
Series 2014  
\$9,835,000

**Debt Service Schedule**

<b>Date</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Total P+I</b>
11/01/2021	-		262,081.25	262,081.25
05/01/2022	205,000.00	5.500%	262,081.25	467,081.25
11/01/2022	-		256,443.75	256,443.75
05/01/2023	215,000.00	5.500%	256,443.75	471,443.75
11/01/2023	-		250,531.25	250,531.25
05/01/2024	230,000.00	5.500%	250,531.25	480,531.25
11/01/2024	-		244,206.25	244,206.25
05/01/2025	240,000.00	5.500%	244,206.25	484,206.25
11/01/2025	-		237,606.25	237,606.25
05/01/2026	255,000.00	5.500%	237,606.25	492,606.25
11/01/2026	-		230,593.75	230,593.75
05/01/2027	270,000.00	5.500%	230,593.75	500,593.75
11/01/2027	-		223,168.75	223,168.75
05/01/2028	285,000.00	5.500%	223,168.75	508,168.75
11/01/2028	-		215,331.25	215,331.25
05/01/2029	300,000.00	5.500%	215,331.25	515,331.25
11/01/2029	-		207,081.25	207,081.25
05/01/2030	315,000.00	5.500%	207,081.25	522,081.25
11/01/2030	-		198,418.75	198,418.75
05/01/2031	335,000.00	5.500%	198,418.75	533,418.75
11/01/2031	-		189,206.25	189,206.25
05/01/2032	355,000.00	5.500%	189,206.25	544,206.25
11/01/2032	-		179,443.75	179,443.75
05/01/2033	375,000.00	5.500%	179,443.75	554,443.75
11/01/2033	-		169,131.25	169,131.25
05/01/2034	395,000.00	5.500%	169,131.25	564,131.25
11/01/2034	-		158,268.75	158,268.75
05/01/2035	420,000.00	5.750%	158,268.75	578,268.75
11/01/2035	-		146,193.75	146,193.75
05/01/2036	445,000.00	5.750%	146,193.75	591,193.75
11/01/2036	-		133,400.00	133,400.00
05/01/2037	470,000.00	5.750%	133,400.00	603,400.00
11/01/2037	-		119,887.50	119,887.50
05/01/2038	500,000.00	5.750%	119,887.50	619,887.50
11/01/2038	-		105,512.50	105,512.50
05/01/2039	525,000.00	5.750%	105,512.50	630,512.50
11/01/2039	-		90,418.75	90,418.75
05/01/2040	560,000.00	5.750%	90,418.75	650,418.75
11/01/2040	-		74,318.75	74,318.75
05/01/2041	590,000.00	5.750%	74,318.75	664,318.75
11/01/2041	-		57,356.25	57,356.25
05/01/2042	625,000.00	5.750%	57,356.25	682,356.25
11/01/2042	-		39,387.50	39,387.50
05/01/2043	665,000.00	5.750%	39,387.50	704,387.50
11/01/2043	-		20,268.75	20,268.75
05/01/2044	705,000.00	5.750%	20,268.75	725,268.75
<b>Total</b>	<b>9,280,000.00</b>		<b>7,616,512.50</b>	<b>16,896,512.50</b>

**WATERFORD LANDING  
COMMUNITY DEVELOPMENT DISTRICT  
PROJECTED ASSESSMENTS  
GENERAL FUND AND DEBT SERVICE FUND**

<b>On-Roll Payment*</b>
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Number of Units	Unit Type	Projected Fiscal Year 2022			FY 21 Assessment
		GF	DSF	GF & DSF	
160	35' SDA	\$ 139.57	\$ 792.89	\$ 932.46	\$ 932.46
82	40' SFA	139.57	792.89	932.46	932.46
345	50' SFD	139.57	792.89	932.46	932.46
130	60' SFD	139.57	792.89	932.46	932.46
<u>236</u>	TH	139.57	792.89	932.46	932.46
953					

\*Includes property appraiser, tax collector fees and 4% discount.

# **WATERFORD LANDING**

**COMMUNITY DEVELOPMENT DISTRICT**

**5**



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 Waterford Landing Community Development District (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

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

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

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto: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:**

<b>E-Verify Employer</b>	
Name (Please Type or Print)	Title
Mark Taylor, Chair, Board of Supervisors	
Signature	Date
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print)	Title
Signature	Date

<b>Information Required for E-Verify</b>	
Information relating to your Company:	
Company Name:	Waterford Landing Community Development District
Company Facility Address:	c/o Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431
Company Alternate Address:	
County or Parish:	Lee County Florida

Employer Identification Number:	13-4331196							
North American Industry Classification Systems Code:	921							
Parent Company:								
Number of Employees:	0							
Number of Sites Verified for:	1							
<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:	Cindy Cerbone, District Manager
Telephone Number:	877-276-0889
Fax Number:	561-571-0013
E-mail Address:	info@waterfordlandingcdd.net

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

# **WATERFORD LANDING**

**COMMUNITY DEVELOPMENT DISTRICT**

**6**

**RESOLUTION 2021-04**

**A RESOLUTION OF THE WATERFORD LANDING COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2021/2022 AND PROVIDING FOR AN EFFECTIVE DATE**

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

**WHEREAS**, the Board of Supervisors of the District (“Board”) is statutorily authorized to exercise the powers granted to the District; and

**WHEREAS**, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

**WHEREAS**, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

**SECTION 1. ADOPTING REGULAR MEETING SCHEDULE.** Regular meetings of the District’s Board shall be held during Fiscal Year 2021/2022 as provided on the schedule attached hereto as **Exhibit A**.

**SECTION 2. FILING REQUIREMENT.** In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file a schedule of the District’s regular meetings annually with Lee County and the Florida Department of Economic Opportunity.

**SECTION 3. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 29<sup>th</sup> day of April, 2021.

Attest:

**WATERFORD LANDING COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

Exhibit A

<b>WATERFORD LANDING COMMUNITY DEVELOPMENT DISTRICT</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<i>offices of Barraco and Associates, 2271 McGregor Boulevard, Suite 100, Fort Myers, Florida 33901</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>November 19, 2021</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>January 25, 2022</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>April 27, 2022</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>July 27, 2022</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>10:00 AM</b>

# **WATERFORD LANDING**

**COMMUNITY DEVELOPMENT DISTRICT**

**8**



**WATERFORD LANDING  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
MARCH 31, 2021**

**WATERFORD LANDING  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
MARCH 31, 2021**

	General Fund	Debt Service Fund	Total Governmental Funds
	<u>          </u>	<u>          </u>	<u>          </u>
<b>ASSETS</b>			
Cash	\$ 152,047	\$ -	\$ 152,047
Investments			
Revenue 2014	-	728,413	728,413
Reserve 2014	-	362,700	362,700
Prepayment 2014	-	10	10
Due from general fund	-	21,357	21,357
Total assets	<u>\$ 152,047</u>	<u>\$ 1,112,480</u>	<u>\$ 1,264,527</u>
 <b>LIABILITIES AND FUND BALANCES</b>			
<b>Liabilities</b>			
Accounts payable	\$ 1,000	\$ -	\$ 1,000
Developer advance	2,500	-	2,500
Due to debt service	21,357	-	21,357
Due to Developer	7,597	-	7,597
Total liabilities	<u>32,454</u>	<u>-</u>	<u>32,454</u>
 <b>Fund balances</b>			
Restricted for:			
Debt service	-	1,112,480	1,112,480
Assigned:			
Lake bank project	30,000	-	30,000
Public facilities report	4,000	-	4,000
3 Months working capital	34,489	-	34,489
Unassigned	51,104	-	51,104
Total fund balances	<u>119,593</u>	<u>1,112,480</u>	<u>1,232,073</u>
 Total liabilities and fund balances	<u>\$ 152,047</u>	<u>\$ 1,112,480</u>	<u>\$ 1,264,527</u>

**WATERFORD LANDING  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED MARCH 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 1,104	\$ 125,752	\$ 127,690	98%
Interest and miscellaneous	13	5,509	6	91817%
Total revenues	<u>1,117</u>	<u>131,261</u>	<u>127,696</u>	103%
<b>EXPENDITURES</b>				
<b>Professional</b>				
Supervisor's fees	-	1,076	4,308	25%
Management	4,080	24,480	48,960	50%
Audit fees	-	1,500	6,200	24%
Dissemination agent fees	83	500	1,000	50%
Trustee fees	-	4,760	4,760	100%
Arbitrage rebate calculation	-	-	750	0%
Legal	1,380	4,631	15,000	31%
Telephone	17	100	200	50%
Engineering	980	3,427	20,000	17%
Utility warranty	-	-	4,000	0%
Postage	-	-	750	0%
Insurance	-	6,218	6,514	95%
Printing and reproduction	42	250	500	50%
Legal advertising	-	580	1,500	39%
Other current charges	-	-	500	0%
Annual district filing fee	-	175	175	100%
Website hosting	-	705	705	100%
ADA website compliance	-	-	210	0%
Total professional	<u>6,582</u>	<u>48,402</u>	<u>116,032</u>	42%
<b>Other fees &amp; charges</b>				
Property appraiser	-	953	1,430	67%
Tax collector	-	207	953	22%
Total other fees & charges	<u>-</u>	<u>1,160</u>	<u>2,383</u>	49%
Total expenditures	<u>6,582</u>	<u>49,562</u>	<u>118,415</u>	42%
Excess/(deficiency) of revenues over/(under) expenditures	(5,465)	81,699	9,281	
Fund balances - beginning	125,058	37,894	59,208	
Assigned:				
Lake bank project	30,000	30,000	30,000	
Public facilities report	4,000	4,000	4,000	
3 Months working capital	34,489	34,489	34,489	
Unassigned	51,104	51,104	-	
Fund balances - ending	<u>\$ 119,593</u>	<u>\$ 119,593</u>	<u>\$ 68,489</u>	

**WATERFORD LANDING  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2014  
FOR THE PERIOD ENDED MARCH 31, 2021**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Special assessment - on roll	\$ 6,271	\$ 714,275	\$ 725,399	98%
Interest	5	18	-	N/A
Total revenues	<u>6,276</u>	<u>714,293</u>	<u>725,399</u>	98%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	195,000	0%
Interest	-	267,444	534,888	50%
Total debt service	<u>-</u>	<u>267,444</u>	<u>729,888</u>	37%
<b>Other fees &amp; charges</b>				
Tax collector	-	1,175	-	N/A
Total other fees and charges	<u>-</u>	<u>1,175</u>	<u>-</u>	N/A
Total expenditures	<u>-</u>	<u>268,619</u>	<u>729,888</u>	37%
Excess/(deficiency) of revenues over/(under) expenditures	6,276	445,674	(4,489)	
Fund balances - beginning	<u>1,106,204</u>	<u>666,806</u>	<u>666,204</u>	
Fund balances - ending	<u><u>\$ 1,112,480</u></u>	<u><u>\$ 1,112,480</u></u>	<u><u>\$ 661,715</u></u>	

# **WATERFORD LANDING**

**COMMUNITY DEVELOPMENT DISTRICT**

**9**

**DRAFT**

**MINUTES OF MEETING  
WATERFORD LANDING  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Waterford Landing Community Development District held a Regular Meeting on January 26, 2021 at 10:00 a.m., at the offices of Barraco and Associates, 2271 McGregor Boulevard, Suite 100, Fort Myers, Florida 33901.

**Present were:**

Mark Taylor	Chair
John Campo (via telephone)	Assistant Secretary
Marci Strang	Assistant Secretary
Charles Cox	Assistant Secretary

**Also present, were:**

Cindy Cerbone (via telephone)	District Manager
Daniel Rom	Wrathell, Hunt and Associates, LLC
Dana Crosby-Collier (via telephone)	District Counsel
Carl Barraco (via telephone)	District Engineer
Robert Stillman	Resident
Joyce Hein	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Rom called the meeting to order at 10:01 a.m. Supervisors Taylor, Strang and Cox were present. Supervisor Campo was attending via telephone. Supervisor O'Donnell was not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There being no public comments, the next item followed.

▪ **Acceptance of Resignation of Supervisor Brian O'Donnell**

**This item was an addition to the agenda.**

Mr. Rom presented Mr. O'Donnell's resignation, dated January 22, 2021.

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**On MOTION by Mr. Taylor and seconded by Ms. Strang, with all in favor, the resignation of Supervisor Brian O’Donnell from Seat 1, was accepted.**

**THIRD ORDER OF BUSINESS**

**Consider Appointment of Qualified Elector to Fill Vacancy in Seat 1**

Mr. Rom stated that because no candidates qualified for the two seats up for election at the November General Election, the Supervisors in Seat 1 and Seat 2 served as holdovers until new Board Members are appointed by the remaining Board. Residents Joyce Hein and Robert Stillman, present today, expressed interest and submitted their background for consideration.

Ms. Strang nominated Ms. Joyce Hein to fill the unexpired term of Seat 1. No other nominations were made.

**On MOTION by Mr. Taylor and seconded by Mr. Cox, with all in favor, the appointment of Ms. Joyce Hein to Seat 1, term expires November 2024, was approved.**

Mr. Rom, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Ms. Hein.

▪ **Acceptance of Resignation of Supervisor Mark Taylor**

**This item was an addition to the agenda.**

Mr. Rom presented Mr. Taylor’s resignation, dated January 26, 2021.

**On MOTION by Mr. Cox and seconded by Ms. Strang, with all in favor, the resignation of Supervisor Mark Taylor from Seat 2, was accepted.**

▪ **Consider Appointment of Qualified Elector to Fill Vacancy in Seat 2**

**This item, previously the Fourth Order of Business, was presented out of order.**

Mr. Cox nominated Mr. Robert Stillman to fill the unexpired term of Seat 2. No other nominations were made.

73 **On MOTION by Ms. Strang and seconded by Ms. Hein, with all in favor, the**  
 74 **appointment of Mr. Robert Stillman to Seat 2, term expires November 2024,**  
 75 **was approved.**

76  
77  
78 • **Administration of Oath of Office to Newly Elected Supervisor**

79 Mr. Rom, a Notary of the State of Florida and duly authorized, administered the Oath of  
 80 Office to Mr. Robert Stillman. Mr. Rom and Ms. Collier briefly explained the following to Mr.  
 81 Stillman and Ms. Hein:

- 82 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and**
- 83 **Employees**
- 84 **B. Membership, Obligations and Responsibilities**
- 85 **C. Financial Disclosure Forms**
  - 86 **I. Form 1: Statement of Financial Interests**
  - 87 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**
  - 88 **III. Form 1F: Final Statement of Financial Interests**
- 89 **D. Form 8B – Memorandum of Voting Conflict**

90  
91 **FOURTH ORDER OF BUSINESS** **Consider Appointment of Qualified Elector**  
 92 **to Fill Vacancy in Seat 2**  
 93

94 This item was presented during the Third Order of Business.

95  
96 **FIFTH ORDER OF BUSINESS** **Consideration of Resolution 2021-02,**  
 97 **Designating a Chair, a Vice Chair, a**  
 98 **Secretary, Assistant Secretaries, a**  
 99 **Treasurer and an Assistant Secretary of the**  
 100 **Waterford Landing Community**  
 101 **Development District, and Providing for an**  
 102 **Effective Date**  
 103

104 Mr. Rom presented Resolution 2021-02 and read the title. Ms. Strang nominated the  
 105 following slate of officers:

- |     |            |                |
|-----|------------|----------------|
| 106 | Chair      | Charles Cox    |
| 107 | Vice Chair | Marcina Strang |
| 108 | Secretary  | Craig Wrathell |



109	Assistant Secretary	John Campo
110	Assistant Secretary	Joyce Hein
111	Assistant Secretary	Robert Stillman
112	Assistant Secretary	Cindy Cerbone
113	Assistant Secretary	Daniel Rom
114	Treasurer	Craig Wrathell
115	Assistant Treasurer	Jeff Pinder

116 No other nominations were made.

117

<p>118 <b>On MOTION by Ms. Hein and seconded by Mr. Stillman, with all in favor,</b></p> <p>119 <b>Resolution 2021-02, Designating a Chair, a Vice Chair, a Secretary, Assistant</b></p> <p>120 <b>Secretaries, a Treasurer and an Assistant Secretary of the Waterford Landing</b></p> <p>121 <b>Community Development District, and Providing for an Effective Date, was</b></p> <p>122 <b>adopted.</b></p>
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123

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125 **SIXTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial  
Statements as of December 31, 2020**

126

127

128 Mr. Rom presented the Unaudited Financial Statements as of December 31, 2020.

129 The following change was made:

130 Page 2, "Developer contribution" line item: Recode the \$5,372 expenditure to the  
131 "Interest and miscellaneous" line item

132

<p>133 <b>On MOTION by Ms. Hein and seconded by Mr. Cox, with all in favor, the</b></p> <p>134 <b>Unaudited Financial Statements as of December 31, 2020, as amended, were</b></p> <p>135 <b>accepted.</b></p>
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138 **SEVENTH ORDER OF BUSINESS**

**Approval of Minutes**

139

140 **A. July 22, 2020 Virtual Public Hearings and Regular Meeting**

141 **B. October 30, 2020 Telephonic Special Meeting Minutes**

142 Mr. Rom presented the July 22, 2020 Virtual Public Hearings and Regular Meeting and  
143 the October 30, 2020 Telephonic Special Meeting Minutes.

144

145 **On MOTION by Ms. Strang and seconded by Mr. Stillman, with all in favor, the**  
146 **July 22, 2020 Virtual Public Hearings and Regular Meeting and the October 30,**  
147 **2020 Telephonic Special Meeting Minutes, as presented, were approved.**

148  
149  
150 **EIGHTH ORDER OF BUSINESS**

**Other Business**

151  
152 There being no other business, the next item followed.

153  
154 **NINTH ORDER OF BUSINESS**

**Staff Reports**

155  
156 **A. District Counsel: *Straley & Robin***

157 There was no report.

158 **B. District Engineer: *Barraco and Associates, Inc.***

159 Mr. Barraco stated his understanding that the Serena Park Improvement District would  
160 likely establish an Independent District. Regarding the intersection at Aldermans Way and  
161 Winkler Avenue, he confirmed with the Engineer that the traffic study essentially concluded  
162 that a traffic signal will be warranted, in the future, when other committed projects are  
163 constructed. Discussion ensued regarding the need for a traffic signal at that intersection,  
164 liability to the District, roadway extensions and the requirement to meet numerous warrants to  
165 justify the traffic signal. Mr. Barraco stated, when the Improvement District is established,  
166 further discussions with the City would likely be possible. The consensus was that this was a  
167 high priority discussion item requiring frequent follow up.

168 Ms. Cerbone noted that Mr. Barraco was transparent in that he was serving as an  
169 Engineer for the Independent District and he would ensure that no conflict of interest exists,  
170 work in the best interests of both parties and work with the Developer representative to  
171 achieve the best outcome for all concerned. All parties understand the need and desire for a  
172 traffic signal and it was hoped that, when the City addresses annexation of the road, the  
173 cooperation of the Districts would facilitate construction of the traffic signal. Outside Counsel  
174 was contracted to review existing documentation and no additional leverage or means of  
175 influence were noted.

176 Ms. Strang stated she was also involved in proximity studies with the School District  
177 regarding student assignment and which buses are permitted to enter the neighborhood. It

178 seemed that ambiguity existed with regard to disabled students and charter schools; the  
179 District has no control over safety issues.

180 Mr. Barraco stated that his role in Aldermans Way was not as the Improvements  
181 Engineer; it was related to infrastructure on adjacent lots. He expressed his belief that the City  
182 Engineer, Project Manager, City Attorney and the Developer representative would likely be  
183 willing to attend a CDD Board meeting if invited.

184 This would continue as an agenda item.

185 **C. District Manager: *Wrathell, Hunt and Associates, LLC***

- 186 • **NEXT MEETING DATE: April 28, 2021 at 10:00 A.M.**
- 187 ○ **QUORUM CHECK**

188 The next meeting would be held on April 28, 2021 at 10:00 a.m., unless cancelled.

189

190 **TENTH ORDER OF BUSINESS**

**Supervisors' Requests**

191

192 There being no Supervisors' requests, the next item followed.

193

194 **ELEVENTH ORDER OF BUSINESS**

**Public Comments**

195

196 There being no public comments, the next item followed.

197

198 **TWELFTH ORDER OF BUSINESS**

**Adjournment**

199

200 There being no further business to discuss, the meeting adjourned.

201

202 **On MOTION by Ms. Strang and seconded by Mr. Stillman, with all in favor, the**  
203 **meeting adjourned at 10:43 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

210  
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216

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Secretary/Assistant Secretary

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Chair/Vice Chair

# **WATERFORD LANDING**

**COMMUNITY DEVELOPMENT DISTRICT**

**11CI**

# WRATHELL, HUNT & ASSOCIATES LLC.

2300 GLADES RD, #410W  
BOCA RATON FL 33431

Lee County FL – Community Development Districts

04/15/2021

<b>NAME OF COMMUNITY DEVELOPMENT DISTRICT</b>	<b>NUMBER OF REGISTERED VOTERS AS OF 04/15/2021</b>
Babcock Ranch	0
Bayside Improvement	2,956
Bay Creek	748
Beach Road Golf Estates	1,127
Bonita Landing	321
Brooks I of Bonita Springs	2,225
Brooks II of Bonita Springs	1,453
East Bonita Beach	163
Mediterra	454
Moody River Estates	1,137
Parklands Lee	525
Parklands West	570
River Hall	1,534
River Ridge	1,454
Stonewater	0
Stoneybrook	1,721
Verandah East	779
Verandah West	937
University Square	0
University Village	0
Waterford Landing	1,298
WildBlue	228

Send to: Daphne Gillyard [gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com) Phone: 561-571-0010

Tammy Lipa – Voice: 239-533-6329

Email: [tlipa@lee.vote](mailto:tlipa@lee.vote)

# **WATERFORD LANDING**

**COMMUNITY DEVELOPMENT DISTRICT**

**11CII**

**WATERFORD LANDING COMMUNITY DEVELOPMENT DISTRICT****BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE****LOCATION***offices of Barraco and Associates, 2271 McGregor Boulevard, Suite 100, Fort Myers, Florida 33901*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 30, 2020</b>	<b>Telephonic Special Meeting</b>	<b>10:00 AM</b>
<b>CALL IN NUMBER: <a href="tel:1-888-354-0094">1-888-354-0094</a> CONFERENCE ID: <a href="#">8518503</a></b>		
<b>November 20, 2020 CANCELED</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<b>January 26, 2021</b>	<b>Regular Meeting</b>	<b>10:00 AM</b>
<del><b>April 28, 2021</b></del> <i>rescheduled to April 29, 2021</i>	<del><b>Regular Meeting</b></del>	<del><b>10:00 AM</b></del>
<b>April 29, 2021</b>	<b>Regular Meeting</b>	<b>2:30 PM</b>
<b>July 28, 2021</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>10:00 AM</b>