



Rizzetta & Company

# **Estates at Cherry Lake Community Development District**

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**Board of Supervisors' Meeting  
May 4, 2021**

District Office:  
**8529 South Park Circle, Suite 330  
Orlando, Florida 32819  
407.472.2471**

[www.estatesatcherrylakecdd.org](http://www.estatesatcherrylakecdd.org)

## **ESTATES AT CHERRY LAKE COMMUNITY DEVELOPMENT DISTRICT**

Rizzetta & Company, Inc., 8529 South Park Circle, Suite 330, Orlando, FL 32819

<b>Board of Supervisors</b>	Patricia O. Buck Jennifer Orsi Robert Hicks Paula Hall	Board Supervisor Board Supervisor Board Supervisor Board Supervisor
<b>District Manager</b>	Richard Hernandez Rizzetta & Company, Inc.	
<b>District Counsel</b>	Wes Haber	Hopping Green & Sams, P.A.
<b>District Engineer</b>	Duane Booth	Booth, Ern, Straughan & Hiott, Inc.

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

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 472-2471. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

**ESTATES AT CHERRY LAKE COMMUNITY DEVELOPMENT DISTRICT**  
**DISTRICT OFFICE • 8529 SOUTH PARK CIRCLE • SUITE 330 • ORLANDO, FL 32819**  
[www.estatesatcherrylakecdd.org](http://www.estatesatcherrylakecdd.org)

April 27, 2021

Board of Supervisors  
**Estates at Cherry Lake Community  
Development District**

**AGENDA**

Dear Board Members:

The regular meeting of the Estates at Cherry Lake Community Development District will be held on **Tuesday, May 4, 2021 at 1:00 p.m. at the office of Booth, Ern, Straughan & Hiott, Inc., located at 902 N. Sinclair Avenue, Tavares, Florida 32778**. The following is the agenda for the meeting:

**BOARD OF SUPERVIOSRS MEETING:**

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **STAFF REPORTS**
  - A. District Counsel
    - i. Ratification of E-Verify Memo of Understanding Requirements...Tab 1
  - B. District Engineer
  - C. District Manager
4. **BUSINESS ADMINISTRATION**
  - A. Consideration of Resolution 2021-02, Designating Assistant Secretary.....Tab 2
  - B. Consideration of the Minutes of the Audit Committee Meeting held on January 5, 2021.....Tab 3
  - C. Consideration of the Minutes of the Regular Board of Supervisors Meeting held on January 5, 2021.....Tab 4
  - D. Consideration of the Operation & Maintenance Expenditures for December 2020 – March 2021.....Tab 5
5. **BUSINESS ITEMS**
  - A. Presentation of Proposed Budget Fiscal Year 2021/2022
    - i. Review of Proposed Budget Fiscal Year 2021/2022 .....Tab 6
    - ii. Consideration of Resolution 2021-03, Accepting the Proposed Budget Fiscal Year 2021/2022 and Setting the Public Hearing..Tab 7
  - B. Presentation of Registered Voter Count.....Tab 8
6. **SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
7. **ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call me at (407) 472-2471.

Very truly yours,

*Richard Hernandez*  
Richard Hernández  
District Manager

# **Tab 1**



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](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
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:	
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> <thead> <tr> <th>State</th> <th>Number of sites</th> <th>Site(s)</th> </tr> </thead> </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:	

# **Tab 2**

**RESOLUTION 2021-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF ESTATES AT  
CHERRY LAKE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING  
AN ASSISTANT SECRETARY OF THE DISTRICT, AND PROVIDING FOR  
AN EFFECTIVE DATE**

WHEREAS, Estates at Cherry Lake Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Lake County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to appoint an Assistant Secretary.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF  
ESTATES AT CHERRY LAKE COMMUNITY DEVELOPMENT DISTRICT:**

Section 1. Richard Hernandez is appointed Assistant Secretary.

Section 2. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 4<sup>TH</sup> DAY OF MAY, 2021.**

**ESTATES AT CHERRY LAKE  
COMMUNITY DEVELOPMENT  
DISTRICT**

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**CHAIRPERSON/VICE CHAIRPERSON**

**ATTEST:**

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**SECRETARY/ASSISTANT SECRETARY**

# **Tab 3**

## **ESTATES AT CHERRY LAKE COMMUNITY DEVELOPMENT DISTRICT**

## **January 5, 2021 Minutes of Meeting**

Page 1

## **MINUTES OF MEETING**

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

## **ESTATES AT CHERRY LAKE COMMUNITY DEVELOPMENT DISTRICT**

The audit committee meeting of the Board of Supervisors of Estates at Cherry Lake Community Development District was held on **Tuesday, January 5, 2021** at **1:08 p.m.** at the office of **Booth, Ern, Straughan & Hiott, Inc.**, located at **902 N. Sinclair Avenue, Tavares, Florida 32778**.

## Present and constituting a quorum:

**Patricia Buck**      **Board Supervisor, Chairperson**  
**Jennifer Orsi**      **Board Supervisor, Vice Chairperson**  
**Paula Hall**      **Board Supervisor, Assistant Secretary**

Also present were:

**Taylor Nielsen**      **Regional District Manager, Rizzetta & Co., Inc.**  
**Wes Haber**      **District Counsel, Hopping Green & Sams, P.A.**  
**Audience**      **None**

## **FIRST ORDER OF BUSINESS**

## Call to Order

Mr. Nielsen called the meeting to order and read the roll call.

## **SECOND ORDER OF BUSINESS**

# **Review of Proposals for Auditing Services**

The Audit Committee discussed the auditing proposals submitted by Berger, Toombs, Elam, Gaines & Frank, Grau & Associates and McDirmit Davis for fiscal year ending 2020. The proposals provided two optional renewals for fiscal years ending 2021 and 2022. The individual committee members provided management with the scores for the firms submitting a proposal based on the evaluation criteria approved at the last audit meeting.

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**ESTATES AT CHERRY LAKE COMMUNITY DEVELOPMENT DISTRICT**  
**January 5, 2021 Minutes of Meeting**  
**Page 2**

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46  
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**THIRD ORDER OF BUSINESS**

**Ranking of Auditor Proposals**

48           Mr. Nielsen tabulated the total score as provided by the Audit Review Committee.  
49           Berger, Toombs, Elam, Gaines & Frank scored a total of 300 points; Grau & Associates  
50           scored a total of 288 points; and McDirmit Davis scored a total of 256 points. Berger,  
51           Toombs, Elam, Gaines & Frank was recommended for the District's Auditing Services  
52           for the Fiscal Years 2020-2022 based on the Committee's ranking of the proposals.

53

On a motion made by Ms. Buck, seconded by Ms. Orsi, with all in favor, the Audit Committee ranked Berger, Toombs, Elam, Gaines & Frank as the highest bidder with 300 points and recommended that Rizzetta & Company enter into an agreement with the firm of Berger, Toombs, Elam, Gaines & Frank for the District's Auditing Services for the Fiscal Years 2020-2022, for the Estates at Cherry Lake Community Development District.

54

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**FOURTH ORDER OF BUSINESS**

**Adjournment**

56

On a motion made by Ms. Buck, seconded by Ms. Hall, with all in favor, the Audit Committee adjourned the Audit Committee Meeting at 1:10 p.m. for the Estates at Cherry Lake Community Development District.

57

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# **Tab 4**

**ESTATES AT CHERRY LAKE COMMUNITY DEVELOPMENT DISTRICT**

**January 5, 2021 Minutes of Meeting**

**Page 1**

**MINUTES OF MEETING**

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**ESTATES AT CHERRY LAKE  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Estates at Cherry Lake Community Development District was held on **Tuesday, January 5, 2021 at 1:10 p.m.** at the office of Booth, Ern, Straughan & Hiott, Inc., located at 902 N. Sinclair Avenue, Tavares, Florida 32778.

Present and constituting a quorum:

Patricia Buck	<b>Board Supervisor, Chairperson</b>
Jennifer Orsi	<b>Board Supervisor, Vice Chairperson</b>
Paula Hall	<b>Board Supervisor, Assistant Secretary</b>
Amanda Traywick	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Taylor Nielsen	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Wes Haber	<b>District Counsel, Hopping Green &amp; Sams, P.A.</b>
Audience	<b>None</b>

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Nielsen called the meeting to order and read the roll.

**SECOND ORDER OF BUSINESS**

**Audience Members Comments on  
Agenda Items**

As no audience members were in attendance, there were no comments on agenda items.

**ESTATES AT CHERRY LAKE COMMUNITY DEVELOPMENT DISTRICT**

**January 5, 2021 Minutes of Meeting**

**Page 2**

49     **THIRD ORDER OF BUSINESS**

**Staff Reports**

50           A.     District Counsel  
51                 No Report.

52           B.     District Engineer  
53                 Not Present.

54           C.     District Manager  
55                 No Report.

56     **FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-01,  
Declaring Vacancies**

57     On a motion by Ms. Buck, seconded by Ms. Hall, with all in favor, the Board Resolution  
58     2021-01, Declaring Vacancies, for Estates at Cherry Lake Community Development  
59     District.

60     **FIFTH ORDER OF BUSINESS**

**Consideration of the Minutes of the  
Board of Supervisors Regular Meeting  
held on August 4, 2020**

61     Mr. Nielsen reviewed the August 4, 2020 meeting minutes with the Board. The Board  
62     requested minor changes to the 7<sup>th</sup>, 9<sup>th</sup>, and 11<sup>th</sup> orders of business.

63     On a motion by Ms. Buck, seconded by Ms. Hall, with all in favor, the Board approved the  
64     Minutes of the Board of Supervisors Meeting held on August 4, 2020, with noted changes,  
65     for Estates at Cherry Lake Community Development District.

66     **SIXTH ORDER OF BUSINESS**

**Consideration of the Minutes of the  
Board of Supervisors Audit Meeting  
held on August 4, 2020**

67     Mr. Nielsen reviewed the August 4, 2020 meeting minutes with the Board. The Board  
68     requested one minor change to the 5<sup>th</sup> order of business.

69     On a motion by Ms. Buck, seconded by Ms. Hall, with all in favor, the Board approved the  
70     Minutes of the Board of Supervisors Meeting held on August 4, 2020, with noted changes,  
71     for Estates at Cherry Lake Community Development District.

# **ESTATES AT CHERRY LAKE COMMUNITY DEVELOPMENT DISTRICT**

**January 5, 2021 Minutes of Meeting**

**Page 3**

## **86 SEVENTH ORDER OF BUSINESS**

### **Consideration of the Operation and Maintenance Expenditures July - November 2020**

87  
90 Mr. Nielsen reviewed the Operation and Maintenance Expenditures for July -  
91 November 2020.

92  
On a motion by Ms. Buck, seconded by Ms. Orsi, with all in favor, the Board approved the Operation and Maintenance Expenditures for July 2020 in the amount of \$3,141.67, August 2020 in the amount of \$5,607.24, September 2020 in the amount of \$9,804.67, October 2020 in the amount of \$10,216.67 and November 2020 in the amount of \$3,584.17, for Estates at Cherry Lake Community Development District.

## **93 EIGHTH ORDER OF BUSINESS**

### **Consideration of Audit Review Committee Recommendations**

94  
95 On a motion by Ms. Buck, seconded by Ms. Hall, with all in favor, the Board of Supervisors  
96 approved the Audit Review Committee's Recommendation and authorized District Staff to obtain an engagement letter from Berger, Toombs, Elam, Gaines & Frank for Auditing Services, for Estates at Cherry Lake Community Development District.

## **97 NINTH ORDER OF BUSINESS**

### **Supervisor Requests**

98 The Board cancelled the next meeting scheduled for Tuesday, February 2, 2021 at  
99 1:00 p.m. at the office of Booth, Ern, Straughan & Hiott, Inc., located at 902 N. Sinclair  
100 Avenue, Tavares, Florida 32778.

101 There were no supervisor requests at this time.

102 Mr. Haber noted that more of an effort needs to be made to fill seats on the Board.

103  
104 On a motion by Ms. Buck, seconded by Ms. Orsi, with all in favor, the Board of Supervisors  
105 accepted Supervisor Amanda Traywick's resignation from the Board, for Estates at  
106 Cherry Lake Community Development District.

## **107 TENTH ORDER OF BUSINESS**

### **Adjournment**

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**ESTATES AT CHERRY LAKE COMMUNITY DEVELOPMENT DISTRICT**

**January 5, 2021 Minutes of Meeting**

**Page 4**

119 On a motion by Ms. Buck, seconded by Ms. Orsi, with all in favor, the Board adjourned  
120 the Board of Supervisors' Meeting at 1:17 p.m. for Estates at Cherry Lake Community  
121 Development District.

122

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126 Secretary/Assistant Secretary

Chairperson/Vice Chairperson

DRAFT

# **Tab 5**

# **ESTATES AT CHERRY LAKE COMMUNITY DEVELOPMENT DISTRICT**

---

**DISTRICT OFFICE · 8529 SOUTH PARK CIRCLE · SUITE 330 · ORLANDO, FLORIDA 32819**

## **Operation and Maintenance Expenditures December 2020 For Board Approval**

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

The total items being presented: **\$3,335.17**

Approval of Expenditures:

---

Chairperson

Vice Chairperson

Assistant Secretary

# **Estates at Cherry Lake Community Development District**

## **Paid Operation & Maintenance Expenditures**

December 1, 2020 Through December 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hopping Green & Sams	001015	118414	General Legal Services 09/20	\$ 123.00
Hopping Green & Sams	001018	118992	General Legal Services 10/20	\$ 70.50
Rizzetta & Company, Inc.	001016	INV00000054643	District Management Services 12/20	\$ 3,041.67
Rizzetta Technology Services, LLC	001017	INV0000006559	Website Hosting Services 12/20	\$ 100.00
<b>Report Total</b>				<b>\$ 3,335.17</b>

# **ESTATES AT CHERRY LAKE COMMUNITY DEVELOPMENT DISTRICT**

---

**DISTRICT OFFICE · 8529 SOUTH PARK CIRCLE · SUITE 330 · ORLANDO, FLORIDA 32819**

## **Operation and Maintenance Expenditures January 2021 For Board Approval**

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

The total items being presented: **\$3,235.67**

Approval of Expenditures:

---

\_\_\_\_ Chairperson

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\_\_\_\_ Vice Chairperson

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\_\_\_\_ Assistant Secretary

# **Estates at Cherry Lake Community Development District**

Paid Operation & Maintenance Expenditures

January 1, 2021 Through January 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hopping Green & Sams	001021	119553	General Legal Services 11/20	\$ 94.00
Rizzetta & Company, Inc.	001022	INV0000055421	District Management Services 01/21	\$ 3,041.67
Rizzetta Technology Services, LLC	001023	INV000006659	Website Hosting Services 01/21	\$ 100.00
<b>Report Total</b>				<b>\$ <u>3,235.67</u></b>

# **ESTATES AT CHERRY LAKE COMMUNITY DEVELOPMENT DISTRICT**

---

**DISTRICT OFFICE · 8529 SOUTH PARK CIRCLE · SUITE 330 · ORLANDO, FLORIDA 32819**

## **Operation and Maintenance Expenditures February 2021 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2021 through February 28, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$4,641.67**

Approval of Expenditures:

---

Chairperson

Vice Chairperson

Assistant Secretary

# **Estates at Cherry Lake Community Development District**

## **Paid Operation & Maintenance Expenditures**

February 1, 2021 Through February 28, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Digital Assurance Certification LLC	001026	52404	Annual Dissemination Agent Fee FY 20/21	\$ 1,500.00
Rizzetta & Company, Inc.	001027	INV00000055959	District Management Services 02/21	\$ 3,041.67
Rizzetta Technology Services, LLC	001028	INV0000006758	Website Hosting Services 02/21	\$ <u>100.00</u>
<b>Report Total</b>				<b>\$ <u>4,641.67</u></b>

# **ESTATES AT CHERRY LAKE COMMUNITY DEVELOPMENT DISTRICT**

---

**DISTRICT OFFICE · 8529 SOUTH PARK CIRCLE · SUITE 330 · ORLANDO, FLORIDA 32819**

## **Operation and Maintenance Expenditures March 2021 For Board Approval**

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

The total items being presented: **\$3,386.67**

Approval of Expenditures:

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\_\_\_\_ Chairperson

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\_\_\_\_ Vice Chairperson

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\_\_\_\_ Assistant Secretary

# **Estates at Cherry Lake Community Development District**

## **Paid Operation & Maintenance Expenditures**

**March 1, 2021 Through March 31, 2021**

<b>Vendor Name</b>	<b>Check Number</b>	<b>Invoice Number</b>	<b>Invoice Description</b>	<b>Invoice Amount</b>
Hopping Green & Sams	001029	120206	General Legal Services 12/20	\$ 135.00
Orlando Sentinel Communications	001032	029899399000	Acct #CU00118488 Legal Advertising 12/27/20	\$ 110.00
Rizzetta & Company, Inc.	001030	INV00000056927	District Management Services 03/21	\$ 3,041.67
Rizzetta Technology Services, LLC	001031	INV0000006857	Website Hosting Services 03/21	\$ 100.00
<b>Report Total</b>				<b>\$ 3,386.67</b>

***Presentation of Proposed  
Budget Fiscal Year  
2021/2022***

# **Tab 6**



Rizzetta & Company

# **Estates at Cherry Lake Community Development District**

[estatesatcherrylakecdd.org](http://estatesatcherrylakecdd.org)

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**Proposed Budget  
for  
Fiscal Year  
2021-2022**

**Presented by: Rizzetta & Company, Inc.**

**8529 South Park Circle  
Suite 330  
Orlando, Florida 32819  
Phone: 407-472-2471**

[rizzetta.com](http://rizzetta.com)

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Rizzetta & Company

## GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### REVENUES:

**Interest Earnings:** The District may earn interest on its monies in the various operating accounts.

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Event Rental:** The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

**Facilities Rentals:** The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

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### EXPENDITURES – ADMINISTRATIVE:

**Supervisor Fees:** The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

**Administrative Services:** The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

**District Management:** The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

**District Engineer:** The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

**Disclosure Report:** The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

**Trustee's Fees:** The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

**Assessment Roll:** The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

**Financial & Revenue Collections:** Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

**Accounting Services:** Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.



Rizzetta & Company

**Auditing Services:** The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

**Arbitrage Rebate Calculation:** The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

**Travel:** Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

**Public Officials Liability Insurance:** The District will incur expenditures for public officials' liability insurance for the Board and Staff.

**Legal Advertising:** The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

**Bank Fees:** The District will incur bank service charges during the year.

**Dues, Licenses & Fees:** The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

**Miscellaneous Fees:** The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

**Website Hosting, Maintenance and Email:** The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

**District Counsel:** The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

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## **EXPENDITURES - FIELD OPERATIONS:**

**Deputy Services:** The District may wish to contract with the local police agency to provide security for the District.



**Security Services and Patrols:** The District may wish to contract with a private company to provide security for the District.

**Electric Utility Services:** The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

**Streetlights:** The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights within the District's boundaries.

**Utility - Recreation Facility:** The District may budget separately for its recreation and or amenity electric separately.

**Gas Utility Services:** The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

**Garbage - Recreation Facility:** The District will incur expenditures related to the removal of garbage and solid waste.

**Solid Waste Assessment Fee:** The District may have an assessment levied by another local government for solid waste, etc.

**Water-Sewer Utility Services:** The District will incur water/sewer utility expenditures related to district operations.

**Utility - Reclaimed:** The District may incur expenses related to the use of reclaimed water for irrigation.

**Aquatic Maintenance:** Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

**Fountain Service Repairs & Maintenance:** The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

**Lake/Pond Bank Maintenance:** The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

**Wetland Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

**Mitigation Area Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.



Rizzetta & Company

**Aquatic Plant Replacement:** The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

**General Liability Insurance:** The District will incur fees to insure items owned by the District for its general liability needs

**Property Insurance:** The District will incur fees to insure items owned by the District for its property needs

**Entry and Walls Maintenance:** The District will incur expenditures to maintain the entry monuments and the fencing.

**Landscape Maintenance:** The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

**Irrigation Maintenance:** The District will incur expenditures related to the maintenance of the irrigation systems.

**Irrigation Repairs:** The District will incur expenditures related to repairs of the irrigation systems.

**Landscape Replacement:** Expenditures related to replacement of turf, trees, shrubs etc.

**Field Services:** The District may contract for field management services to provide landscape maintenance oversight.

**Miscellaneous Fees:** The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

**Gate Phone:** The District will incur telephone expenses if the District has gates that are to be opened and closed.

**Street/Parking Lot Sweeping:** The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

**Gate Facility Maintenance:** Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

**Sidewalk Repair & Maintenance:** Expenses related to sidewalks located in the right of way of streets the District may own if any.

**Roadway Repair & Maintenance:** Expenses related to the repair and maintenance of roadways owned by the District if any.



**Employees - Salaries:** The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

**Employees - P/R Taxes:** This is the employer's portion of employment taxes such as FICA etc.

**Employee - Workers' Comp:** Fees related to obtaining workers compensation insurance.

**Management Contract:** The District may contract with a firm to provide for the oversight of its recreation facilities.

**Maintenance & Repair:** The District may incur expenses to maintain its recreation facilities.

**Facility Supplies:** The District may have facilities that required various supplies to operate.

**Gate Maintenance & Repairs:** Any ongoing gate repairs and maintenance would be included in this line item.

**Telephone, Fax, Internet:** The District may incur telephone, fax and internet expenses related to the recreational facilities.

**Office Supplies:** The District may have an office in its facilities which require various office related supplies.

**Clubhouse - Facility Janitorial Service:** Expenses related to the cleaning of the facility and related supplies.

**Pool Service Contract:** Expenses related to the maintenance of swimming pools and other water features.

**Pool Repairs:** Expenses related to the repair of swimming pools and other water features.

**Security System Monitoring & Maintenance:** The District may wish to install a security system for the clubhouse

**Clubhouse Miscellaneous Expense:** Expenses which may not fit into a defined category in this section of the budget

**Athletic/Park Court/Field Repairs:** Expense related to any facilities such as tennis, basketball etc.

**Trail/Bike Path Maintenance:** Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.



**Special Events:** Expenses related to functions such as holiday events for the public enjoyment

**Miscellaneous Fees:** Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

**Miscellaneous Contingency:** Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.



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## **DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION**

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### **REVENUES:**

**Special Assessments:** The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

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### **EXPENDITURES – ADMINISTRATIVE:**

**Bank Fees:** The District may incur bank service charges during the year.

**Debt Service Obligation:** This would a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.



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**Proposed Budget**  
**Estates at Cherry Lake Community Development District**  
**General Fund**  
**Fiscal Year 2021/2022**

# **Estates at Cherry Lake Community Development District Debt Service Fiscal Year 2021-2022**

Chart of Accounts Classification	Series 2006	Budget for 2021/2022
<b>REVENUES</b>		
Special Assessments		
Net Special Assessments	\$767,201.43	\$767,201.43
<b>TOTAL REVENUES</b>	<b>\$767,201.43</b>	<b>\$767,201.43</b>
<b>EXPENDITURES</b>		
<b>Administrative</b>		
Financial & Administrative		
Debt Service Obligation	\$767,201.43	\$767,201.43
<b>Administrative Subtotal</b>	<b>\$767,201.43</b>	<b>\$767,201.43</b>
<b>TOTAL EXPENDITURES</b>	<b>\$767,201.43</b>	<b>\$767,201.43</b>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$0.00</b>	<b>\$0.00</b>

Lake County Collection Costs (2%) and Early payment Discounts (4%) 6.0%

**Gross assessments** \$815,477.71

## Notes:

Tax Roll County Collection Costs and Early Payment Discount is 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

**Estates at Cherry Lake Community Development District**

**FISCAL YEAR 2021/2022 O&M & DEBT SERVICE ASSESSMENT SCHEDULE**

<b>2021/2022 O&amp;M Budget</b>		\$66,000.00
<b>Collection Cost @</b>	<b>2%</b>	\$1,404.26
<b>Early Payment Discount @</b>	<b>4%</b>	\$2,808.51
<b>2021/2022 Total:</b>		<b>\$70,212.77</b>

<b>2020/2021 O&amp;M Budget</b>	\$66,000.00
<b>2021/2022 O&amp;M Budget</b>	\$66,000.00
<b>Total Difference:</b>	<b>\$0.00</b>

	<b>PER UNIT ANNUAL ASSESSMENT</b>	<b>Proposed Increase / Decrease</b>	
	<b>2020/2021</b>	<b>2021/2022</b>	<b>\$</b>
<b>Debt Service - Single Family Platted</b>	\$617.11	\$617.11	\$0.00
<b>Operations/Maintenance - SF Platted</b>	\$46.68	\$46.68	\$0.00
<b>Total</b>	<b>\$663.79</b>	<b>\$663.79</b>	<b>\$0.00</b>
<hr/>			
<b>Debt Service - Single Family Unplatted</b>	\$501.53	\$501.53	\$0.00
<b>Operations/Maintenance - SF Unplatted</b>	\$46.68	\$46.68	\$0.00
<b>Total</b>	<b>\$548.21</b>	<b>\$548.21</b>	<b>\$0.00</b>
<hr/>			

ESTATES AT CHERRY LAKE

FISCAL YEAR 2021/2022 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$66,000.00
COLLECTION COSTS @	2%	\$1,404.26
EARLY PAYMENT DISCOUNT @	4%	\$2,808.51
<b>TOTAL O&amp;M ASSESSMENT</b>		<b>\$70,212.77</b>

LOT SIZE	UNITS ASSESSED		ALLOCATION OF O&M ASSESSMENT				PER LOT ANNUAL ASSESSMENT DEBT	
	SERIES 2006		EAU FACTOR	TOTAL	% TOTAL	TOTAL		
	O&M	SERVICE <sup>(1) (2)</sup>						
Single Family Platted	554	550	1.00	554.00	36.84%	\$25,862.95	\$46.68	
Single Family Platted (Partial)	1	1	1.00	1.00	0.07%	\$46.68	\$115.24	
Single Family (Previously Unplatted)	131	131	1.00	131.00	8.71%	\$6,115.61	\$501.53	
Unplatted	818	818	1.00	818.00	54.39%	\$38,187.53	\$501.53	
	<u>1504</u>	<u>1500</u>		<u>1504.00</u>	<u>100.00%</u>	<b>\$70,212.77</b>		
LESS: Lake County Collection Costs (2%) and Early Payment Discounts (4%):						<u>(\$4,212.77)</u>		
<b>Net Revenue to be Collected</b>						<b>\$66,000.00</b>		

(1) Reflects 2 (two) Series 2006 prepayments and 1 (one) partial prepayment.

(2) Reflects the number of total lots with Series 2006 debt outstanding.

(3) Annual debt service assessment per lot adopted in connection with the Series 2006 bond issue. Annual assessment includes principal, interest, Lake County collection costs and early payment discount costs.

(4) Annual assessment that will appear on November 2021 Lake County property tax bill. Amount shown includes all applicable county collection costs and early payment discounts (up to 4% if paid early)

# **Tab 7**

## RESOLUTION 2021-03

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESTATES AT CHERRY LAKE 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; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Estates at Cherry Lake 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 ESTATES AT CHERRY LAKE 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 **August 3, 2021, at 1:00 p.m.** at the following location:

<b>LOCATION:</b>	<u>August 3, 2021</u> <u>1:00 pm</u> <u>Booth, Ern, Straughan &amp; Hiott, Inc.</u> <u>902 N. Sinclair Avenue</u> <u>Tavares, Florida 32778</u>
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**3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Groveland and Lake 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 4<sup>th</sup> DAY OF MAY, 2021.**

ATTEST:

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

ESTATES AT CHERRY LAKE  
COMMUNITY DEVELOPMENT  
DISTRICT

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

**Exhibit A:** Proposed FY 2021/2022 Budget

# **Tab 8**



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April 16, 2021

Jaclyn Moreno  
Rizzetta & Company  
3434 Colwell Avenue, Suite 200  
Tampa FL 33614

Re: District Counts

The number of registered voters within the Estates at Cherry Lakes Community Development District as of April 15, 2021 is 958.

If we may be of further assistance, please contact this office.

Sincerely,

D. Alan Hays  
Lake County Supervisor of Elections

OUR COMMITMENT

- ✓ Voter Confidence
- ✓ Excellent Service
- ✓ Accurate & Efficient Elections
- ✓ Responsible Financial Stewardship