



Rizzetta & Company

# **Greater Lakes/Sawgrass Bay Community Development District**

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## **Board of Supervisors' Special Meeting April 21, 2021**

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

**[www.glsbcdd.org](http://www.glsbcdd.org)**

## **GREATER LAKES/SAWGRASS BAY COMMUNITY DEVELOPMENT DISTRICT**

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

<b>Board of Supervisors</b>	James Walker Ismael Garcia Nicholas Devore James Klinck Marian Fowler	Board Supervisor Board Supervisor Board Supervisor Board Supervisor Board Supervisor
<b>District Manager</b>	Greg Cox	Rizzetta & Company, Inc.
<b>District Counsel</b>	David Lenox	Greenspoon Marder Law
<b>District Engineer</b>	Rey Malave	Dewberry Engineering

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

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

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

**GREATER LAKES/SAWGRASS BAY COMMUNITY DEVELOPMENT DISTRICT  
OFFICE 8529 SOUTH PARK CIRCLE • SUITE 330 • ORLANDO, FL 32819**

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

April 14, 2020

Board of Supervisors  
**Greater Lakes/Sawgrass Bay  
Community Development District**

**AGENDA**

Dear Board Members:

The **special** meeting of the Greater Lakes/Sawgrass Bay Community Development District will be held on **Wednesday, April 21, 2021 at 11:00 a.m.** at the **Clermont Arts & Recreation Center, Room 5, 3700 S. Highway 27, Clermont FL 34711**. The following is the agenda for the meeting:

**AUDIT COMMITTEE MEETING:**

1. **CALL TO ORDER/ROLL CALL**
2. **BUSINESS ADMINISTRATION**
  - A. Consideration of Auditor Selection Evaluation Criteria.....Tab 1
  - B. Consideration of Audit Proposal Instructions.....Tab 2
  - C. Consideration of Advertisement for Proposals for Annual Auditing.....Tab 3
3. **ADJOURNMENT**

**BOARD OF SUPERVISORS MEETING:**

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **STAFF REPORTS**
  - A. District Counsel
    - i. Consideration of E-Verify Memo of Understanding Requirements.....Tab 4
    - ii. Discussion Regarding Wall Damage Negotiations
  - B. District Engineer
  - C. District Manager
4. **BUSINESS ADMINISTRATION**
  - A. Consideration of Resolution 2021-01, Designating Officers.....Tab 5
  - B. Consideration of the Minutes of the Board of Supervisors' Special Meeting held on January 6, 2021.....Tab 6
  - C. Consideration of Operation and Maintenance Expenditures for November 2020 – March 2021.....Tab 7
  - D. Presentation of Monthly Maintenance Inspection Report(s), Down to Earth dated February 28, 2021.....Tab 8
5. **BUSINESS ITEMS**
  - A. Presentation of Proposed Budget Fiscal Year 2021/2022
    - i. Review of Proposed Budget Fiscal Year 2021/2022.....Tab 9
    - ii. Consideration of Resolution 2021-02, Accepting the Proposed Budget Fiscal Year 2021/2022 and Setting the Public Hearing.....Tab 10
  - B. Consideration of Palm Tree Trimming Proposal – Down to Earth.....Tab 11
  - C. Discussion Regarding Live Oak Tree Pruning (16792 Meadows Street & 16076 Shasta Street)
  - D. Update on DR Horton Additional Wall Work Regarding Wall Damage
  - E. Discussion Regarding Wall Cleaning
6. **SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

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

Very truly yours,

*Greg Cox*

Greg Cox  
District Manager

cc: *David Lenox, Greenspoon Marder Law*  
*Jim Walker, Chairman*

# *Audit Committee Meeting*

**TAB 1**

## GREATER LAKES / SAWGRADSS BAY COMMUNITY DEVELOPMENT DISTRICT AUDITOR SELECTION EVALUATION CRITERIA

### 1. *Ability of Personnel.*

**(20 Points)**

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

## 2. *Proposer's Experience.*

**(20 Points)**

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current Community Development District(s) in other contracts; character, integrity, reputation of Proposer, etc.)

### 3. *Understanding of Scope of Work.*

**(20 Points)**

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

#### 4. *Ability to Furnish the Required Services.*

**(20 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

### 5. *Price.*

**(20 Points)**

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

***Total***

**(100 Points)**

**TAB 2**

**GREATER LAKES / SAWGRASS BAY COMMUNITY DEVELOPMENT**

**DISTRICT REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Year 2021, 2022, 2023,  
2024 and 2025**

Lake County, Florida

**INSTRUCTIONS TO PROPOSERS**

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than **{Insert Day, Month, XX, 2021, at 12:00 p.m.}**, at the offices of District Manager, located at Rizzetta & Company, Inc., 8529 South Park Circle, Suite 330, Orlando, FL 32819, telephone (407) 472-2471. Proposals will be publicly opened at that time.

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 5. SUBMISSION OF PROPOSAL.** Submit one (1) hard copy and one (1) electronic copy of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Greater Lakes / Sawgrass Bay Community Development District" on the face of it. Please deliver via UPS, FedEx or Hand Delivery ONLY and label as "Sealed Bid – Do Not Open".

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").



**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of the District's limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal, plus the lump sum cost of four (4) annual renewals.

**SECTION 13. PROTESTS.** In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

**TAB 3**

**GREATER LAKES /SAWGRASS BAY COMMUNITY  
DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR  
ANNUAL AUDIT SERVICES**

The Greater Lakes / Sawgrass Bay Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide a fee for the auditing of the District's financial records for five fiscal years ending September 30, 2021, 2022, 2023, 2024 and 2025. Contracts will be awarded annually with an option for additional annual renewals for each of the fiscal years proposed. The District is a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing, and maintaining public infrastructure. The District has previously issued Special Assessment Revenue Bonds to finance the acquisition and construction of certain improvements for the benefit of the District, and has an operating budget for fiscal year ending September 30, 2020 of approximately \$573,749.45 inclusive of debt service. The final contract will require that, among other things, the audit for the period ending September 30, 2021, will be completed no later than June 30, 2022.

The auditing entity submitting a proposal must be duly licensed under Chapter 173, Florida Statutes and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) hard copy and one (1) digital copy of their proposal to Richard Hernandez, District Manager, c/o Rizzetta & Company, Inc., located at 8529 South Park Circle, Suite 330, Orlando, FL 32819, in an envelope marked on the outside "Auditing Services – Greater Lakes / Sawgrass Bay Community Development District." Please deliver via UPS, FedEx or Hand Delivery ONLY and label as "Sealed Bid – Do Not Open". Proposals must be received by **{Insert Day, Month, XX, 2021, at 12:00 p.m.}**, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager, who can be reached at (407) 472-2471.

Greater Lakes / Sawgrass Bay  
Community Development District  
Richard Hernandez, District Manager

Run Date(s): **TBD**

# *Board of Supervisors Meeting*

**TAB 4**



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:	



**TAB 5**

**RESOLUTION 2021-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GREATER LAKES / SAWGRASS BAY COMMUNITY DEVELOPMENT DISTRICT APPOINTING OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Greater Lakes / Sawgrass Bay 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 Polk County, Florida; and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF GREATER LAKES / SAWGRASS BAY COMMUNITY DEVELOPMENT DISTRICT:**

Section 1. \_\_\_\_\_ is appointed Chairman.

Section 2. \_\_\_\_\_ is appointed Vice Chairman.

Section 3. \_\_\_\_\_ is appointed Assistant Secretary.  
\_\_\_\_\_ is appointed Assistant Secretary.  
\_\_\_\_\_ is appointed Assistant Secretary.  
\_\_\_\_\_ is appointed Assistant Secretary.  
\_\_\_\_\_ is appointed Assistant Secretary.

Section 4. This Resolution supersedes any prior appointments made by the Board for Chairman and Vice-Chairman.

Section 5. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 21<sup>st</sup> DAY OF APRIL, 2021.**

**GREATER LAKES / SAWGRASS  
BAY COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
**CHAIRMAN / VICE CHAIRMAN**

**ATTEST:**

\_\_\_\_\_  
**SECRETARY / ASSISTANT SECRETARY**

**TAB 6**

**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.

**GREATER LAKES/SAWGRASS BAY  
COMMUNITY DEVELOPMENT DISTRICT**

The special meeting of the Board of Supervisors of the Greater Lakes/Sawgrass Bay Community Development District was held on **Wednesday, January 6, 2021 at 11:00 a.m. at the Clermont Arts & Recreation Center, Room 5, 3700 S. Highway 27, Clermont FL 34711.**

Present and constituting a quorum were:

James Walker	<b>Board Supervisor, Chairman</b>
Ismael Garcia	<b>Board Supervisor, Assistant Secretary</b>
James Klinck	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Bryan Radcliff	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Tina Garcia	<b>District Counsel, Greenspoon Marder Law</b> <i>(via phone)</i>
Rey Malave	<b>District Engineer, Dewberry</b> <i>(via phone)</i>
Audience Members	<b>Present</b>

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Radcliff called the meeting to order and conducted roll call.

**SECOND ORDER OF BUSINESS**

**Audience Comments on the Agenda**

There were no audience member comments at this time.

**THIRD ORDER OF BUSINESS**

**Staff Reports**

- A. District Counsel  
No Report.
- B. District Engineer  
Mr. Malave provided an update on the wall repairs for the District.

**GREATER LAKES/SAWGRASS BAY  
COMMUNITY DEVELOPMENT DISTRICT**

**January 6, 2021 Meeting Minutes**

**Page 2**

C. District Manager

Mr. Radcliff presented his report to the Board. The Board confirmed that payment can be issued to O&M general services for a wall repair invoice in the amount of \$4,250.00.

**FOURTH ORDER OF BUSINESS**

**Consideration of Candidates for  
Vacant Supervisor Seat**

The Board reviewed the resume from Ms. Marian Fowler for the vacant seat on the Board of Supervisors for the Greater Lakes/Sawgrass Bay CDD. The Board appointed Ms. Fowler to the Board. Ms. Fowler was administered the oath of office by Mr. Radcliff. Ms. Fowler accepted compensation. Ms. Garcia briefed Ms. Fowler on Sunshine Laws.

On Motion by Mr. Walker, seconded by Mr. Klinck, with all in favor, the Board appointed Ms. Marian Fowler to Seat Number 1, for Greater Lakes/Sawgrass Bay Community Development District.

**FIFTH ORDER OF BUSINESS**

**Consideration of the Meeting Minutes  
of the Board of Supervisors' Meeting  
held August 19, 2020**

There were no comments on the said minutes.

On Motion by Mr. Walker, seconded by Mr. Garcia, with all in favor, the Board approved the Minutes of the Board of Supervisors' Meeting held on August 19, 2020 for Greater Lakes/Sawgrass Bay Community Development District.

**FIFTH ORDER OF BUSINESS**

**Consideration of the Operation and  
Maintenance Expenditures August -  
October 2020**

Mr. Radcliff reviewed the expenditures with the Board of Supervisors.

On Motion by Mr. Walker, seconded by Mr. Garcia, with all in favor, the Board ratified the Operation and Maintenance Expenditures for August 2020 in the amount of \$21,219.84, September 2020 in the amount of \$34,314.18 and October 2020 in the amount of \$13, 252.36, for Greater Lakes/Sawgrass Bay Community Development District.

**SIXTH ORDER OF BUSINESS**

**Presentation of Monthly Maintenance  
Inspection Report(s), Down to Earth**

Mr. Radcliff presented the monthly maintenance report (October 30, 2020) to the Board.

**SEVENTH ORDER OF BUSINESS**

**Establishment of Audit Committee**

The Board elected themselves to act as the audit review committee and authorized District Management to run the advertisement.

On Motion by Mr. Walker, seconded by Mr. Klinck, with all in favor, the Board established themselves, the Board of Supervisors, as the Audit Review Committee for the Greater Lakes/Sawgrass Bay Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Acceptance of Third Addendum to  
Professional Services Agreement**

On Motion by Ms. Fowler, seconded by Mr. Walker, with all in favor, the Board accepted the Third Addendum to Professional Services Agreement, for the Greater Lakes/Sawgrass Bay Community Development District.

**NINTH ORDER OF BUSINESS**

**Discussion of KB Homes Wall  
Damage**

The Board reviewed the status of the wall damage by KB Homes.

**TENTH ORDER OF BUSINESS**

**Supervisor Requests**

There were no audience comments.

Mr. Walker requested that an update be sent to the Board regarding the legal action with the wall repair.

Mr. Radcliff announced that the next meeting was scheduled for Wednesday, February 19, 2021 at 11:00 a.m.



**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Mr. Walker, seconded by Mr. Klinck, with all in favor, the Board adjourned the meeting of the Board of Supervisors at 11:21 a.m. for Greater Lakes/Sawgrass Bay Community Development District.

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

\_\_\_\_\_  
Chairman/Vice Chairman

**TAB 7**

# GREATER LAKES/SAWGRASS BAY COMMUNITY DEVELOPMENT DISTRICT

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District Office · 8529 South Park Circle · Suite 330 · Orlando, FL 32819

## Operation and Maintenance Expenditures November 2020 For Board Approval

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

The total items being presented: **\$13,254.93**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Greater Lakes/Sawgrass Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2020 Through November 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Clermont Arts & Recreation	001462	2226	Meeting Room Rental 11/18/20	\$ 160.00
Center City of Clermont				
Department of Economic	001465	83158	Special District Fee FY 20/21	\$ 175.00
Opportunity				
Down to Earth Lawncare II,	001466	78897	Annual Rotation 10/20	\$ 540.00
Inc				
Down to Earth Lawncare II,	001468	80018	Monthly Maintenance 11/20	\$ 5,750.00
Inc				
Grau and Associates	001463	K4250234A214	Auditing Services FYE 09/30/20	\$ 26.00
Greenspoon Marder Law	001467	1260490	Legal Services 10/20	\$ 125.50
Rizzetta & Company, Inc.	001459	INV0000054201	District Management Services 11/20	\$ 3,035.00
Rizzetta Technology	001460	INV000006488	Website & EMail Hosting Services 11/20	\$ 175.00
Services, LLC				
SECO Energy	001461	SECO Summary	SECO Electric Summary 10/20	\$ 1,975.25
		10/20		
Utilities Inc of Florida	001464	Utilities Inc Summary	Utilities Inc Summary 10/20	\$ 1,293.18
		10/20		
<b>Report Total</b>				<b><u>\$ 13,254.93</u></b>

# GREATER LAKES/SAWGRASS BAY COMMUNITY DEVELOPMENT DISTRICT

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District Office · 8529 South Park Circle · Suite 330 · Orlando, FL 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: **\$6,752.73**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Greater Lakes/Sawgrass 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>
Clermont Arts & Recreation Center City of Clermont	001474	2262	Meeting Room Rental 12/01/20	\$ 160.00
Orlando Sentinel Communications	001470	08009463000	Acct #CU00117767 Legal Advertising 11/20	\$ 222.50
Rizzetta & Company, Inc.	001471	INV0000054677	District Management Services 12/20	\$ 3,035.00
Rizzetta Technology Services, LLC	001472	INV000006590	Website & EMail Hosting Services 12/20	\$ 175.00
SECO Energy	001473	SECO Summary 11/20	SECO Electric Summary 11/20	\$ 1,902.91
Utilities Inc of Florida	001469	Utilities Inc Summary 11/20	Utilities Inc Summary 11/20	<u>\$ 1,257.32</u>
<b>Report Total</b>				<b><u>\$ 6,752.73</u></b>

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\_\_\_\_ Assistant Secretary

# Greater Lakes/Sawgrass 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>
Campus Suite	001478	19136	Website & Compliance Services Q2-FY20/21	\$ 384.38
Dewberry Engineers Inc	001475	1906201	Engineering Services 11/20	\$ 135.00
Dewberry Engineers Inc	001484	1916374	Engineering Services 12/20	\$ 1,035.00
Down to Earth Lawncare II, Inc	001476	77328	Monthly Maintenance 10/20	\$ 5,750.00
Down to Earth Lawncare II, Inc	001476	81765	Monthly Maintenance 12/20	\$ 5,750.00
Down to Earth Lawncare II, Inc	001485	84217	Monthly Maintenance 01/21	\$ 5,750.00
Greenspoon Marder Law	001477	1267135	Legal Services 11/20	\$ 563.00
Ismael Garcia	001487	IG01062021	Board of Supervisors Meeting 01/06/2021	\$ 200.00
James W Klinck	001488	JK01062021	Board of Supervisors Meeting 01/06/2021	\$ 200.00
James Walker	001490	JW01062021	Board of Supervisors Meeting 01/06/2021	\$ 200.00
Omar Ortiz Morales - dba O&M General Services LLC	001491	000111	Deposit For Wall Work	\$ 4,250.00
Rizzetta & Company, Inc.	001480	INV0000055455	District Management Services 01/21	\$ 3,035.00
Rizzetta & Company, Inc.	001489	INV0000055591	Annual Dissemination Agent Fee FY 20/21	\$ 1,000.00
Rizzetta Technology Services, LLC	001481	INV0000006690	Website & EMail Hosting Services 01/21	\$ 175.00



## Greater Lakes/Sawgrass 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>
SECO Energy	001482	SECO Summary 12/20	SECO Electric Summary 12/20	\$ 2,250.65
Utilities Inc of Florida	001479	Utilities Inc Summary 12/20	Utilities Inc Summary 12/20	\$ 1,288.16
Windom Solutions, Inc.	001483	SB104	Removal and set up of Holiday Decorations 11/20	<u>\$ 300.00</u>
<b>Report Total</b>				<b><u>\$ 32,266.19</u></b>

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Assistant Secretary

# Greater Lakes/Sawgrass 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>
Down to Earth Lawncare II, Inc	001498	88176	Monthly Maintenance 02/21	\$ 5,750.00
Greenspoon Marder Law	001497	1274771	Legal Services 01/21	\$ 529.23
Greenspoon Marder Law	001497	1274772	Legal Services 01/21	\$ 236.00
Marian Fowler	001492	MF01062021	Board of Supervisors Meeting 01/06/2021	\$ 200.00
Rizzetta & Company, Inc.	001494	INV0000055993	District Management Services 02/21	\$ 3,035.00
Rizzetta Technology Services, LLC	001495	INV000006789	Website & EMail Hosting Services 02/21	\$ 175.00
SECO Energy	001496	SECO Summary 01/21	SECO Electric Summary 01/21	\$ 2,144.48
Utilities Inc of Florida	001493	Utilities Inc Summary 01/21	Utilities Inc Summary 01/21	<u>\$ 1,273.67</u>
<b>Report Total</b>				<b><u>\$ 13,343.38</u></b>

# GREATER LAKES/SAWGRASS BAY COMMUNITY DEVELOPMENT DISTRICT

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District Office · 8529 South Park Circle · Suite 330 · Orlando, FL 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:    **\$ 14,531.62**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Greater Lakes/Sawgrass Community Development District

## Paid Operation & Maintenance Expenditures

March 1, 2021 Through March 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Dewberry Engineers Inc	1506	1926484	Engineering Services 02/21	\$ 495.00
Dewberry Engineers Inc	1509	1937097	Engineering Services 02/21	\$ 135.00
Disclosure Services, LLC	1507	6	Amortization Schedule S2006A - Prepay 5K	\$ 100.00
Down to Earth Lawncare II, Inc	1499	3361	Irrigation Repair 02/21	\$ 86.51
Down to Earth Lawncare II, Inc	1510	5810	Monthly Maintenance 03/21	\$ 5,750.00
Grau and Associates	1500	20586	Auditing Services FYE 09/30/20	\$ 1,000.00
Greenspoon Marder Law	1501	1280485	Legal Services 01/21	\$ 315.50
Rizzetta & Company, Inc.	1503	INV0000056960	District Management Services 03/21	\$ 3,035.00
Rizzetta Technology Services, LLC	1504	INV000006888	Website & EMail Hosting Services 03/21	\$ 175.00
SECO Energy	1505	SECO Summary 02/21	SECO Electric Summary 02/21	\$ 1,938.17
Utilities Inc of Florida	1502	Utilities Inc Summary 02/21	Utilities Inc Summary 02/21	\$ 1,201.44
Windom Solutions, Inc.	1508	SB105	Removal and Return of Holiday Decorations 01/21	\$ 300.00
<b>Report Total</b>				<b><u>\$ 14,531.62</u></b>

**TAB 8**



# Landscape Inspection Form

Property Sawgrass Bay Blvd.

Date 2/28/2021

Supervisor: Al Bedell

Crew Leader: Cody Shipper

Grade Scale:

0=Poor / 5=Excellent

1. Turf	Dry? Dying ? dead spots ? Fire ants ? Infested with: Chinch bugs, mole crickets, dollar weeds, other weeds. ?	3
<i>Bahia turf looks normal for the time of year. Cold / frost damage in some areas.</i>		
2. Irrigation	Heads stuck up, Coverage bad, broken heads, not turning, heads out of adjustment, wrong location or head blocked. Needs upgrade. Other.?	4
<i>Irrigation is in good working order at this time, broken heads are fixed when noticed.</i>		
3. Shrubs	Dead or weak ones, infested with insects, overgrown, trimmed improperly. Plants missing, Plants wilting. Needs trimming or cleaned up.?	4
<i>All shrubs are looking good along the boulevard. The cutting back of Crepe Myrtles is completed.</i>		
4. Fertilization	Turf needs fertilizer, shrubs need fertilizer, fertilizer was left on/in plants, too close to stem or trunk. ?	4
<i>Treatments have been applied to maintain color &amp; vigor.</i>		
5. Trees/Palms	Dead ones need replacing, palms need fertilizer, limbs need trimming, dead branches need attention. Tree bracing needs attention. Wilting.?	4
<i>We have been lifting up the oak tree branches to keep clean look and path above sidewalks as needed.</i>		
6. Shrub Beds	Lots of weeds, dead spots need trimming, fire ants, dry.?	4
<i>Weed pressure is addressed weekly in all shrub beds.</i>		
7. Mowing	Missed spots, clippings left, not mowed, scalped areas, not edged, divots from turning too fast, mower tracks in turf ?	4
<i>We are mowing on an as needed basis . Weather conditions apply.</i>		
8. Mulch	Too thick, not enough, needs turning, needs removed, touch up is needed, left on top of plants. Too much mulch right at base of plants.	4
<i>All Mulch areas need to be refreshed.</i>		
9. Annual Beds	Weeds, dry, plants dead, ready for change-out, need dead-heading, need soil amendments ?	4
<i>Annuals continue to look good.</i>		
10. Overall	Appearance, curb appeal.?	4
<i>The property is in good condition overall.</i>		

Final Score: **39**

Percentage: **78.0%**

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



***Under Separate Cover***

**TAB 9**

## RESOLUTION 2021-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GREATER LAKES/SAWGRASS BAY 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 Greater Lakes/Sawgrass Bay 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 GREATER LAKES/SAWGRASS BAY 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 18, 2021 at 11:00 a.m.** It will be held at the following location:

LOCATION: August 18, 2021  
11:00 am  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 21<sup>st</sup> DAY OF APRIL, 2021.**

ATTEST:

**GREATER LAKES/SAWGRASS BAY  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

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

**TAB 10**



**Down to Earth  
Landscape & Irrigation**  
2701 Maitland Center Pkwy.  
Suite 200  
Maitland, Florida 32751  
(321) 263-2700

**Estimate: #7795**

**Customer Address**

Rizzetta & Company  
Namasivayam Gnanam  
C/O Rizzetta & Company  
8529 South Park Circle, Suite 330  
Orlando, Florida 32819  
(407) 472-2471

**Job Address**

Sawgrass Bay CDD  
16527 Centipede Street  
Clearmont, FL 34714

<b><u>Job</u></b>	<b><u>Estimated Job Start Date</u></b>	<b><u>Proposed By</u></b>	<b><u>Due Date</u></b>
Sawgrass Bay Oak trimming	May 3, 2021	Alan Bedell	April 8, 2021

**Estimate Details**

Description of Services & Materials	Quantity	Rate	Amount
<b>Tree Trimming</b>			
Oak Trimming	5	\$340.00	\$1,700.00
		<b>Subtotal</b>	<b>\$1,700.00</b>
<b>Job Total</b>			<b>\$1,700.00</b>

Down to Earth will provide all labor, material and equipment to complete the scope of work. Trim Oaks away from homes/ lanai. . All debris will be removed off site. 15734 Starlite , 15738 Starlite , 15742 Starlite , 16792 Meadows st. , 16076 Shasta.

Proposed By:

Agreed & Accepted By:

**Alan Bedell**

04/12/2021

Down to Earth  
Landscape & Irrigation

Date

Rizzetta & Company

Date