

# Eagle Ridge Community Development District

12051 Corporate Boulevard, Orlando, FL 32817

Phone 407-723-5900; Fax 407-723-5901

<http://eagleridgecdd.com/>

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Following is the proposed agenda for the Regular Board of Supervisors' Meeting for the Eagle Ridge Community Development District ("District") that is scheduled to be held on **Tuesday, May 4, 2021 at 10:30 a.m. at the 43700 Highway 27, Davenport, Florida 33837.**

For those unable to attend in person, you may participate by telephone:

Phone: 1-844-621-3956

Participant Code: 796 580 192#

## Organizational Matters

- Call to Order
- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the August 4, 2020 Board of Supervisors' Meeting**
- 2. **Letter from Supervisor of Elections – Polk County**
- 3. **Consideration of Resolution 2021-01, Ratifying and Approving Actions Taken by the Board of Supervisors Pursuant to Executive Order No. 20-69, as Amended and Extended, During the Covid-19 Pandemic**
- 4. **Consideration of Resolution 2021-02, Setting Date, Time and Location of Landowner's Election [suggested date of November 2, 2021]**

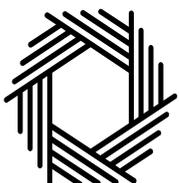
## Business Matters

- 5. **Consideration of Resolution 2021-03, Approving a Preliminary Budget for Fiscal Year 2022 and Setting a Public Hearing Date [suggested date of August 3, 2021]**
- 6. **Ratification of the E-Verify Memorandum of Understanding**
- 7. **Ratification of Funding Request Nos. 81 – 93**
- 8. **Review of District's Financial Position and Budget to Actual Year to Date**

## Other Business

- A. Staff Reports
  - 1. District Counsel
  - 2. District Manager
  - 3. District Engineer
- B. Audience Comments
- C. Supervisors Requests

## Adjournment



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If you are interested in obtaining any of the materials for the agenda, please reach out to Lynne Mullins at (407) 723-5935 or [mullinsl@pfm.com](mailto:mullinsl@pfm.com).

**EAGLE RIDGE  
COMMUNITY DEVELOPMENT DISTRICT**

**Minutes of the August 4, 2020  
Board of Supervisors' Meeting**

**EAGLE RIDGE COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS' MEETING MINUTES**

**FIRST ORDER OF BUSINESS**

**Call to Order**

The Board of Supervisors' Meeting for the Eagle Ridge Community Development District was called to order on Tuesday, August 4, 2020 at 10:46 a.m. via telephonic conferencing due to the COVID-19 Executive Orders 20-52, 20-69, 20-123 & 20-150. Board Members listed below constituted a quorum:

Anne Kabourek	Chair	(via phone)
Jay Diceglie	Vice Chair	(via phone)
Glenn Clover	Assistant Secretary	(via phone)
Danny Lopez	Assistant Secretary	(via phone)

Also present were:

Jennifer Walden	PFM	(via phone)
Lynne Mullins	PFM	(via phone)
Lubna Sikder	PFM	(via phone)
Michael Pawelczyk	District Counsel	(via phone)

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

No members of the public were present.

**THIRD ORDER OF BUSINESS**

**Discussion of Executive Orders 20-52,  
20-69, 20-123 & 20-150**

Ms. Walden reiterated the Executive Orders listed in the packet which state that the District is able to hold their meetings via telephonic conferencing due to the COVID-19 situation. Additionally, new Executive Orders 20-179 have come out and allow for telephonic conferencing to be held until the end of August. Also included is the proof of the ad that was placed for today's meeting which notes those Executive Orders and the telephonic conferencing information so the public can safely join the meeting.

**FOURTH ORDER OF BUSINESS**

**Consideration of the Minutes of the  
May 5, 2020 Board of Supervisors'  
Meeting**

Board Members reviewed the minutes of the May 5, 2020 Board of Supervisor's Meeting.

On motion by Ms. Kabourek, second by Mr. Dicegelie, with all in favor, the Board of Supervisors for the Eagle Ridge Community Development District approved the Minutes of the May 5, 2020 Board of Supervisors' meeting.

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-04,  
Approving an Annual Meeting  
Schedule for Fiscal Year 2020-2021**

District staff recommends the District continue the meeting schedule on a quarterly basis as follows:

1. November 3, 2020 at 10:30 a.m.
2. February 2, 2021 at 10:30 a.m.
3. May 4, 2021 at 10:30 a.m.
4. August 3, 2021 at 10:30 a.m.

On motion by Ms. Kabourek, second by Mr. Clover, with all in favor, the Board of Supervisors for the Eagle Ridge Community Development District approved Resolution 2020-04, Approving an Annual Meeting Schedule for Fiscal Year 2020-2021 on a quarterly basis for the first Tuesday of the second month of each quarter at 10: 30 a.m. at 43700 Highway 27, Davenport Florida 33837.

### **SIXTH ORDER OF BUSINESS**

### **Public Hearing on the Adoption of the District's Annual Budget**

- a. Public Comment and Testimony**
- b. Board Comments**
- c. Consideration of Resolution 2020-05, Adopting the Fiscal Year 2021 Budget and Appropriating Funds**

Ms. Walden explained that the Budget was sent to the County at least 60 days prior to the public hearing date and the public hearing has been advertised in the newspaper as required by Florida Statue. She requested a motion to open the public hearing.

On motion by Mr. Clover, second by Mr. Dicegelie, with all in favor, the Board of Supervisors for the Eagle Ridge Community Development District opened the Public Hearing.

Ms. Walden explained that the Budget is an exhibit to resolution. The Board approved it in preliminary form in the amount of \$11,975.00 back in May and it has not changed. She requested a motion to close the public hearing.

On motion by Ms. Kabourek, second by Mr. Dicegelie, with all in favor, the Board of Supervisors for the Eagle Ridge Community Development District closed the Public Hearing.

Ms. Walden requested a motion to approve Resolution 2020-05.

On motion by Mr. Clover, second by Ms. Kabourek, with all in favor, the Board of Supervisors for the Eagle Ridge Community Development District approved Resolution 202-05, Adopting the Fiscal Year 2021 Budget and Appropriating Funds.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Funding Agreement  
for Fiscal Year 2020-2021**

Ms. Walden explained that the Funding Agreement for Fiscal Year 2020-2021 is between the District and Eagle Ridge (Mulberry), LLC to fund the O&M Budget the Board just approved.

On motion by Mr. Clover, second by Mr. Dicegelie, with all in favor, the Board of Supervisors for the Eagle Ridge Community Development District approved the Funding Agreement for Fiscal Year 2020-2021.

**EIGHTH ORDER OF BUSINESS**

**Review of Legislative Memo from  
District Counsel**

Mr. Pawelczyk briefly discussed the legislative memo as it was discussed at the meeting prior to this one.

**NINTH ORDER OF BUSINESS**

**Ratification of Funding Request Nos.  
79 – 80**

Board Members reviewed Funding Request Nos. 79 – 80. Ms. Walden noted the Funding Requests were previously approved and paid.

On motion by Ms. Kabourek, second by Mr. Diceglie, with all in favor, the Board of Supervisors for the Eagle Ridge Community Development District ratified Funding Requests Nos. 79 – 80.

**TENTH ORDER OF BUSINESS**

**Review of District's Financial Position  
and Budget to Actual Year to Date**

Ms. Walden explained the District is currently running under budget. No action is required by the Board.

**ELEVENTH ORDER OF BUSINESS**

**Staff Reports**

**Attorney –** Mr. Pawelczyk notified the Board that all Board Members have filed their Form 1, Statement of Financial Interest.

**Manager –** Ms. Walden noted for the record that the next scheduled meeting is November 3, 2020. The meeting will be held if there is a reason to meet.

**TWELFTH ORDER OF BUSINESS**

**Supervisor and Audience  
Comments & Adjournment**

Ms. Walden asked if there were any Supervisor requests. There was no other business to discuss. Ms. Walden requested a motion to adjourn.

On motion by Mr. Clover, second by Ms. Kabourek, with all in favor, the August 4, 2020 meeting of the Eagle Ridge Community Development District Board of Supervisors was adjourned.

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

\_\_\_\_\_  
Chair/Vice-Chair

**EAGLE RIDGE  
COMMUNITY DEVELOPMENT DISTRICT**

**Supervisor of Elections  
-Polk County**



April 21, 2021

Jennifer Walden - District Manager  
Fishkind & Associates - PFM  
12051 Corporate Blvd.  
Orlando, Florida 32817-1450

**RE: Eagle Ridge Community Development District Registered Voters**

Dear Ms. Walden,

In response to your request, there are currently no voters within the Eagle Ridge Community Development District as of **April 15, 2021**.

Please do not hesitate to contact us if we can be of further assistance.

Sincerely,

A handwritten signature in blue ink that reads "Lori Edwards". The signature is written in a cursive style with a loop at the end of the last name.

Lori Edwards  
Supervisor of Elections  
Polk County, Florida

P.O. Box 1460, Bartow, FL 33831  
PHONE: (863) 534-5888 Fax: (863) 845-2718

**PolkElections.com**

**EAGLE RIDGE  
COMMUNITY DEVELOPMENT DISTRICT**

**Resolution 2021-01,  
Ratifying and Approving Actions Taken by the  
Board of Supervisors Pursuant to Executive  
Order No. 20-69, as Amended and Extended,  
During the Covid-19 Pandemic**

## **RESOLUTION 2021-01**

### **A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE EAGLE RIDGE COMMUNITY DEVELOPMENT DISTRICT RATIFYING AND APPROVING ACTIONS TAKEN BY THE BOARD OF SUPERVISORS AT MEETINGS HELD VIA MEDIA COMMUNICATIONS TECHNOLOGY PURSUANT TO EXECUTIVE ORDER NO. 20-69, AS AMENDED AND EXTENDED, AS A RESULT OF THE COVID-19 PANDEMIC**

**WHEREAS**, the COVID-19 pandemic has significantly impacted the Eagle Ridge Community Development District (the “District”) and those residing and owning property within the boundaries of the District; and

**WHEREAS**, on March 1, 2020, Governor Ron DeSantis (the “Governor”) issued Executive Order No. 20-51, directing the Florida Department of Health to issue a Public Health Emergency; and

**WHEREAS**, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

**WHEREAS**, on March 9, 2020, the Governor issued Executive Order No. 20-52, declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

**WHEREAS**, in a series of actions in March 2020, President Donald Trump, the Centers for Disease Control and Prevention (the “CDC”), and the White House Coronavirus Task Force have issued guidance advising individuals to adopt far-reaching social distancing measures recommending restrictions on mass gatherings and congregations, including public meetings; and

**WHEREAS**, on March 20, 2020, the Governor issued Executive Order No. 20-69 temporarily suspending the statutory requirement that a quorum be present in person at a specific

public place, authorizing the use of media communications technology, such as telephonic and video conferencing, as provided in Section 120.54(5)(b)2, Florida Statutes; and

**WHEREAS**, Executive Order No. 20-69 was amended and extended by subsequent Executive Orders of Governor Ron DeSantis, including Executive Order No. 20-246, which extended the temporary suspension of the statutory requirement that a quorum be present at a specific place and authorizing the use of media communications technology, until November 1, 2020 at 12:01 AM; and

**WHEREAS**, on March 24, 2020, the Governor issued Executive Order No. 20-83, directing the State of Florida Surgeon General and State Health Officer to issue a public health advisory urging the public to avoid all social and recreational gatherings of ten or more people and urging those can work remotely to do so; and

**WHEREAS**, the Governor, on April 3, 2020, issued Executive Order No. 20-91 (later amended by Executive Order 20-92), directing that all persons in Florida shall limit their movements and personal interactions outside their home to those necessary to obtain or provide essential services or to conduct essential activities; and

**WHEREAS**, on May 5, 2020 and on August 4, 2020, the District Board of Supervisors met, pursuant to and under the authority of Executive Order No. 20-69, as amended and extended, utilizing media communications technology; and

**WHEREAS**, the District Board of Supervisors intends to ratify and approve those actions taken by the District Board of Supervisors at its meeting(s) held via media communications technology on May 5, 2020 and on August 4, 2020; and

**WHEREAS**, due to the COVID-19 pandemic and the health concerns associated with securing signatures on certain instruments necessary for the District to conduct business, including,

but not limited to, agreements, proposals, resolutions, and approved meeting minutes, in accordance with the authority granted in Chapter 668, Florida Statutes, the District may have utilized DocuSign or other acceptable electronic signature software to secure signatures the proper District officials; and

**WHEREAS**, the Board hereby finds and determines that the use of DocuSign or other acceptable electronic signature software pursuant to Chapter 668, Florida Statutes, if any, between March 1, 2020 and October 30, 2020, was necessary to properly conduct the business of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EAGLE RIDGE COMMUNITY DEVELOPMENT DISTRICT, THAT:**

**Section 1.** The above recitals are true and correct and incorporated herein as if set forth in full herein. The Executive Orders referenced herein are incorporated herein by reference.

**Section 2.** Those actions taken by the District Board of Supervisors at its meetings held pursuant to the authority of the Governor's Executive Order No. 20-69, as amended and extended, via media communications technology on May 5, 2020 and on August 4, 2020, are hereby ratified and approved.

**Section 3.** Any use by the District between March 1, 2020 and October 30, 2020 of DocuSign or other acceptable electronic signature software pursuant to Chapter 668, Florida Statutes, in order to secure the signature(s) of the proper District officials on those instruments necessary for the District to conduct business, including, but not limited to, agreements, proposals, resolutions, and approved meeting minutes, is hereby ratified and approved.

**Section 4.** All sections, or parts thereof, which conflict herewith, are, to the extent of such conflict, superseded and repealed. In the event that any portion of this Resolution is found to

be unconstitutional or improper, it shall be severed herein and shall not affect the validity of the remaining portions of this Resolution.

**Section 5.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this 4<sup>th</sup> day of May, 2021, by the Board of Supervisors of the Eagle Ridge Community Development District.

**EAGLE RIDGE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chair/Vice Chair

**EAGLE RIDGE  
COMMUNITY DEVELOPMENT DISTRICT**

**Resolution 2021-02,  
Setting Date, Time and Location of  
Landowner's Election**

**RESOLUTION 2021-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAGLE RIDGE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, Eagle Ridge Community Development District (“**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**, pursuant to Section 190.006(1), *Florida Statutes*, the District’s Board of Supervisors (“**Board**”) “shall exercise the powers granted to the district pursuant to [Chapter 190, *Florida Statutes*],” and the Board shall consist of five members; and

**WHEREAS**, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

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

**1. EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.**

The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Anne Kabourek	11/2023
2	E. Daniel Lopez	11/2021
3	Patricia Vanderveer	11/2021
4	Jay Diceglie	11/2021
5	Glenn Clover	11/2023

This year, Seat (2) two, currently held by E. Daniel Lopez, Seat (3) three, currently held by Patricia Vanderveer and Seat (4) four, currently held by Jay Diceglie, are subject to election by landowners in November 2021. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

**2. LANDOWNER’S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held

on the \_\_\_\_\_ day of November, 2021, at \_\_\_\_\_ a/p.m., and located at \_\_\_\_\_.

3. **PUBLICATION.** The District's Secretary is hereby directed to publish notice of the landowners' meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election have been announced by the Board at its \_\_\_\_\_, 2021 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office, located at \_\_\_\_\_, or at the office of the District Manager, PFM Group Consulting, LLC, located at 12051 Corporate Boulevard, Orlando, Florida 32817 (407) 723-5900.

5. **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.

6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

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

**EAGLE RIDGE COMMUNITY  
DEVELOPMENT DISTRICT**

**ATTEST:**

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

\_\_\_\_\_  
**SECRETARY / ASST. SECRETARY**

**EXHIBIT A**

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE EAGLE RIDGE COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Eagle Ridge Community Development District (“**District**”) the location of which is generally described as comprising a parcel or parcels of land containing approximately \_\_\_\_\_ acres, located east of \_\_\_\_\_, north of \_\_\_\_\_, south of \_\_\_\_\_ and west of \_\_\_\_\_, in Polk County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) people to the District’s Board of Supervisors (“**Board**”, and individually, “**Supervisor**”). Immediately following the landowners’ meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: \_\_\_\_\_  
TIME: \_\_\_\_\_  
PLACE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 12051 Corporate Boulevard, Orlando, Florida 32817 (407) 723-5900 (“**District Manager’s Office**”). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner’s proxy. At the landowners’ meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners’ meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager’s Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager’s Office, at least 48 hours before the hearing. 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), for aid in contacting the District Manager’s Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such 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.

Jennifer Walden  
District Manager  
Run Date(s): \_\_\_\_\_ & \_\_\_\_\_

**PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT**

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF  
EAGLE RIDGE COMMUNITY DEVELOPMENT DISTRICT  
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: \_\_\_\_\_, November \_\_, 2021

TIME: \_\_\_\_\_ .M.

LOCATION:

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

**LANDOWNER PROXY**

**EAGLE RIDGE COMMUNITY DEVELOPMENT DISTRICT  
POLK COUNTY, FLORIDA  
LANDOWNERS' MEETING – [November \_\_, 2021]**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Eagle Ridge Community Development District to be held at \_\_\_\_\_, on \_\_\_\_\_, at \_\_\_\_\_ a/p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners’ meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners’ meeting prior to the Proxy Holder’s exercising the voting rights conferred herein.

\_\_\_\_\_  
Printed Name of Legal Owner

\_\_\_\_\_  
Signature of Legal Owner

\_\_\_\_\_  
Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

**Total Number of Authorized Votes:** \_\_\_\_\_

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2017), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

**OFFICIAL BALLOT**  
**EAGLE RIDGE COMMUNITY DEVELOPMENT DISTRICT**  
**POLK COUNTY, FLORIDA**  
**LANDOWNERS' MEETING - NOVEMBER \_\_, 2021**

**For Election (3 Supervisors):** The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Eagle Ridge Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

**Attach Proxy.**

I, \_\_\_\_\_, as Landowner, or as the proxy holder of \_\_\_\_\_ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_

**EAGLE RIDGE  
COMMUNITY DEVELOPMENT DISTRICT**

**Resolution 2021-03,  
Approving a Preliminary Budget for Fiscal  
Year 2022 and Setting a Public Hearing Date**

**RESOLUTION 2021-03**

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

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Eagle Ridge 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 EAGLE RIDGE COMMUNITY DEVELOPMENT DISTRICT:**

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

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

DATE: August 3, 2021  
HOUR: 10:30 a.m.  
LOCATION: 43700 Highway 27  
Davenport, Florida 33837

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 Mulberry and Polk 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. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

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

ATTEST:

**EAGLE RIDGE  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

**EXHIBIT A**

**Eagle Ridge Community Development District**  
 FY 2022 Proposed Preliminary O&M Budget  
**Exhibit A**

	Actual through 3/31/2021	Anticipated 4/2021-9/2021	Anticipated Total FY 2021	FY 2021 Adopted Budget	FY 2022 Proposed Budget
<b>Revenues</b>					
Developer Contributions	\$5,347.71	\$5,453.00	\$10,800.71	\$11,975.00	\$11,975.00
<b>Net Revenues</b>	<b>\$5,347.71</b>	<b>\$5,453.00</b>	<b>\$10,800.71</b>	<b>\$11,975.00</b>	<b>\$11,975.00</b>
<b>General &amp; Administrative Expenses</b>					
D&O Insurance	\$2,750.00	\$0.00	\$2,750.00	\$4,000.00	\$3,420.00
Management	500.00	500.00	1,000.00	1,000.00	1,000.00
District Counsel	750.00	2,250.00	3,000.00	3,000.00	3,000.00
Telephone	0.00	50.00	50.00	50.00	50.00
Postage & Shipping	11.28	38.72	50.00	50.00	50.00
Copies	175.71	0.00	175.71	100.00	75.00
Bank Fees	0.00	0.00	0.00	0.00	50.00
Office Supplies	0.00	0.00	0.00	0.00	125.00
Legal Advertising	189.98	810.02	1,000.00	1,000.00	1,430.00
Web Site Maintenance	900.00	1,700.00	2,600.00	2,600.00	2,600.00
Dues, Licenses, and Fees	175.00	0.00	175.00	175.00	175.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$5,451.97</b>	<b>\$5,348.74</b>	<b>\$10,800.71</b>	<b>\$11,975.00</b>	<b>\$11,975.00</b>
<b>Total Expenses</b>	<b>\$5,451.97</b>	<b>\$5,348.74</b>	<b>\$10,800.71</b>	<b>\$11,975.00</b>	<b>\$11,975.00</b>
<b>Net Income (Loss)</b>	<b>(\$104.26)</b>	<b>\$104.26</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Eagle Ridge Community Development District  
O & M Budget Item Description FY 2022

**Revenues:**

**Developer Contributions:**

Funding from the developer.

**General & Administrative Expenses:**

**D&O Insurance:**

Supervisors' and Officers' liability insurance.

**Management:**

The District receives Management and Administrative services as part of a Management Agreement with PFM Group Consulting, LLC. These Services are further outlined in Exhibit "A" of the Management Agreement.

**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 as requested by the District throughout the year.

**Telephone:**

Telephone and fax machine services.

**Postage & Shipping:**

Mail, overnight deliveries, correspondence, etc.

**Copies:**

Printing and binding Board agenda packages, letterhead, envelopes, and copies.

**Bank Fees:**

Bank fees associated with the services the District uses with the bank (e.g. remote deposit capture, positive pay, wire transfers, ACH payments, monthly maintenance, etc.).

**Office Supplies:**

General office supplies.

**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 monthly meetings, special meetings, and public hearings for the District.

**Website Maintenance:**

Website maintenance fee.

Eagle Ridge Community Development District  
O & M Budget Item Description FY 2022

**Dues, Licenses, and Fees:**

The District is required to pay an annual fee to the Department of Economic Opportunity.

**EAGLE RIDGE  
COMMUNITY DEVELOPMENT DISTRICT**

**E-Verify Memorandum of Understanding**

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

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

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

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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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

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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

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(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 OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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

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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.

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- 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

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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

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- 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 Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), 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

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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

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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.

Company ID Number: 1633737

## 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,

Company ID Number: 1633737

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.**

Company ID Number: 1633737

**Approved by:**

<b>Employer</b> Eagle Ridge Community Development District	
Name (Please Type or Print) Lynne Mullins	Title
Signature Electronically Signed	Date 01/26/2021
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/26/2021

Company ID Number: 1633737

**Information Required for the E-Verify Program****Information relating to your Company:**

Company Name	Eagle Ridge Community Development District
Company Facility Address	12051 Corporate Blvd. Orlando, FL 32817
Company Alternate Address	
County or Parish	SEMINOLE
Employer Identification Number	352320186
North American Industry Classification Systems Code	925
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1



Company ID Number: 1633737

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name Lynne Mullins  
Phone Number (407) 723 - 5935  
Fax Number  
Email Address mullinsl@pfm.com

Company ID Number: 1633737

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**EAGLE RIDGE  
COMMUNITY DEVELOPMENT DISTRICT**

**Funding Request  
Nos. 81-93**

## Eagle Ridge Community Development District

Anne Kabourek  
Avanti Properties Group  
923 N. Pennsylvania Ave.  
Winter Park, FL 32789  
(407) 628-8488  
(407) 644-3115  
[akabourek@avantiprop.com](mailto:akabourek@avantiprop.com)

**Funding Request No. 81**  
6/1/2020

Item No.	Vendor	Invoice Number	FY20 General Fund	FY21 General Fund
<b>1</b>	<b>PFM Group Consulting LLC</b> Postage Feb 2020 Postage Apr 2020	OE-EXP-00727	\$ 1.00	
		OE-EXP-00834	\$ 1.50	
<b>2</b>	<b>Polk County Press</b> Legal Ad Apr 22 2020	--	\$ 379.95	
<b>3</b>	<b>VGlobalTech</b> Quarterly ADA Audit	1586	\$ 300.00	
			\$ 682.45	\$ -
<b>TOTAL</b>			<b>\$682.45</b>	

\_\_\_\_\_  
Secretary / Asst. Secretary

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

Please Return To:  
Aqua One CDD  
c/o Fishkind & Associates  
12051 Corporate Boulevard  
Orlando, FL 32817

## Eagle Ridge Community Development District

Anne Kabourek  
Avanti Properties Group  
923 N. Pennsylvania Ave.  
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[akabourek@avantiprop.com](mailto:akabourek@avantiprop.com)

**Funding Request No. 82**  
7/21/2020

Item No.	Vendor	Invoice Number	FY20 General Fund	FY21 General Fund
<b>1</b>	<b>Billing, Cochran, Lyles, Mauro &amp; Ramsey, P.A.</b> Legal Fees Svcs Apr 2020 Legal Fees Svcs May 2020	162170	\$ 250.00	
		162589	\$ 250.00	
<b>2</b>	<b>PFM Group Consulting LLC</b> Dist. Mgmt. Fee Q4 2020 (Jul -Sep)	DM-07-2020-0083	\$ 250.00	
			\$ 750.00	\$ -
<b>TOTAL</b>			<b>\$750.00</b>	

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Chairman / Vice Chairman

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## Eagle Ridge Community Development District

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**Funding Request No. 83**  
8/10/2020

Item No.	Vendor	Invoice Number	FY20 General Fund	FY21 General Fund
1	<b>Billing, Cochran, Lyles, Mauro &amp; Ramsey, P.A.</b> Legal Fees Svcs Jun 2020	163209	\$ 250.00	
2	<b>PFM Group Consulting LLC</b> Postage May 2020 Postage Jun 2020	OE-EXP-00891 OE-EXP-00945	\$ 1.00 \$ 1.00	
3	<b>Polk County Press</b> Legal Ad July 15 & 22 2020	--	\$ 379.95	
4	<b>VGlobalTech</b> Quarterly ADA Audit Web Maint. July 2020	1748 1777	\$ 300.00 \$ 100.00	
			\$ 1,031.95	\$ -
<b>TOTAL</b>			<b>\$1,031.95</b>	

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Chairman / Vice Chairman

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## Eagle Ridge Community Development District

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[akabourek@avantiprop.com](mailto:akabourek@avantiprop.com)

**Funding Request No. 84**  
9/18/2020

Item No.	Vendor	Invoice Number	FY20 General Fund	FY21 General Fund
1	<b>Billing, Cochran, Lyles, Mauro &amp; Ramsey, P.A.</b> Legal Fees Svcs Jul 2020	163705	\$ 250.00	
2	<b>Egis</b> Insurance Policy FY 2021	11651		\$ 2,750.00
3	<b>PFM Group Consulting LLC</b> Postage Jul 2020 Postage Aug 2020	OE-EXP-01007 OE-EXP-01063	\$ 3.50 \$ 3.00	
4	<b>VGlobalTech</b> Web Maint. Aug 2020 Web Maint. Sept 2020	1836 1896	\$ 100.00 \$ 100.00	
			\$ 456.50	\$ 2,750.00
<b>TOTAL</b>			<b>\$3,206.50</b>	

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## Eagle Ridge Community Development District

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[akabourek@avantiprop.com](mailto:akabourek@avantiprop.com)

**Funding Request No. 85**  
10/13/2020

Item No.	Vendor	Invoice Number	FY20 General Fund	FY21 General Fund
1	<b>Billing, Cochran, Lyles, Mauro &amp; Ramsey, P.A.</b> Legal Fees SvcsAug 2020	164355	\$ 250.00	
2	<b>VGlobalTech</b> Quarterly Website Audit Monthly Website Fee Oct 2020	1975 2010	\$ 300.00	\$ 100.00
			\$ 550.00	\$ 100.00
<b>TOTAL</b>			<b>\$650.00</b>	

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## Eagle Ridge Community Development District

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**Funding Request No. 86**  
 11/4/2020

Item No.	Vendor	Invoice Number	FY20 General Fund	FY21 General Fund
1	<b>Billing, Cochran, Lyles, Mauro &amp; Ramsey, P.A.</b> Legal Fees Svcs Sep 2020	164768	\$ 250.00	
	<b>Deluxe</b> Checks Ordered	2048177701		\$ 175.71
3	<b>PFM Group Consulting LLC</b> Dist. Mgmt. Fee Q1 2020 (Oct -Dec)	DM-10-2020-0062		\$ 250.00
3	<b>Polk County Press</b> Legal Ad Oct 14 2020	--		\$ 189.98
			\$ 250.00	\$ 615.69
<b>TOTAL</b>			<b>\$865.69</b>	

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**Eagle Ridge  
Community Development District**

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**Funding Request No. 87**  
11/12/2020

Item No.	Vendor	Invoice Number	FY20 General Fund	FY21 General Fund
1	<b>FL Dept. of Economic Opportunity</b> Annual Fee FY 2021	83289		\$ 175.00
			\$ -	\$ 175.00
<b>TOTAL</b>				<b>\$175.00</b>

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## Eagle Ridge Community Development District

**Anne Kabourek**  
**Avanti Properties Group**  
**923 N. Pennsylvania Ave.**  
**Winter Park, FL 32789**  
**(407) 628-8488**  
**(407) 644-3115**  
[akabourek@avantiprop.com](mailto:akabourek@avantiprop.com)

**Funding Request No. 88**  
 12/1/2020

Item No.	Vendor	Invoice Number	FY20 General Fund	FY21 General Fund
1	<b>Billing, Cochran, Lyles, Mauro &amp; Ramsey, P.A.</b> Legal Fees Svcs Oct 2020	165306		\$ 250.00
2	<b>PFM Group Consulting LLC</b> Postage Oct 2020	OE-EXP-11-17		\$ 3.00
3	<b>VGlobalTech</b> Monthly Website Fee Nov 2020	2087		\$ 100.00
			\$ -	\$ 353.00
<b>TOTAL</b>				<b>\$353.00</b>

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Secretary / Asst. Secretary

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**Eagle Ridge  
Community Development District**

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**Funding Request No. 89**  
12/23/2020

Item No.	Vendor	Invoice Number	FY21 General Fund
1	<b>Billing, Cochran, Lyles, Mauro &amp; Ramsey, P.A.</b> Legal Fees Svcs Nov 2020	165964	\$ 250.00
2	<b>PFM Group Consulting LLC</b> Postage Nov 2020	OE-EXP-12-17	\$ 3.00
3	<b>VGlobalTech</b> Monthly Website Fee Dec 2020	2164	\$ 100.00
			\$ 353.00
<b>TOTAL</b>			<b>\$353.00</b>

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Secretary / Asst. Secretary

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rman / Vice Chair

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**Eagle Ridge  
Community Development District**

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**Funding Request No. 90**  
1/19/2021

Item No.	Vendor	Invoice Number	FY21 General Fund
1	<b>VGlobalTech</b> Quarterly Website Audit Monthly Website Fee Jan 2021	2224 2289	\$ 300.00 \$ 100.00
			\$ 400.00
<b>TOTAL</b>			<b>\$400.00</b>

\_\_\_\_\_  
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**Eagle Ridge  
Community Development District**

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**Funding Request No. 91**  
2/4/2021

Item No.	Vendor	Invoice Number	FY21 General Fund
1	<b>Billing, Cochran, Lyles, Mauro &amp; Ramsey, P.A.</b> Legal Fees Svcs Dec 2020	166370	\$ 250.00
2	<b>PFM Group Consulting LLC</b> Dist. Mgmt. Fee Q2 2021 (Jan -Mar)	DM-01-2021-0058	\$ 250.00
			\$ 500.00
<b>TOTAL</b>			<b>\$500.00</b>

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Secretary / Asst. Secretary

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rman / Vice Chair

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**Eagle Ridge  
Community Development District**

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**Funding Request No. 92**  
2/26/2021

Item No.	Vendor	Invoice Number	FY21 General Fund
1	<b>PFM Group Consulting LLC</b> Postage Jan 2021	OE-EXP-02-16	\$ 4.26
2	<b>VGlobalTech</b> Monthly Website Fee Feb 2021	2365	\$ 100.00
			\$ 104.26
<b>TOTAL</b>			<b>\$104.26</b>

\_\_\_\_\_  
Secretary / Asst. Secretary

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Chairman / Vice Chairman

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**Eagle Ridge  
Community Development District**

Anne Kabourek  
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[akabourek@avantiprop.com](mailto:akabourek@avantiprop.com)

**Funding Request No. 93**  
3/15/2021

Item No.	Vendor	Invoice Number	FY21 General Fund
1	<b>PFM Group Consulting LLC</b> Postage Feb 2021	OE-EXP-03-16	\$ 1.02
2	<b>VGlobalTech</b> Monthly Website Fee Mar 2021	2445	\$ 100.00
			\$ 101.02
<b>TOTAL</b>			<b>\$101.02</b>

\_\_\_\_\_  
Secretary / Asst. Secretary

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

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Orlando, FL 32817

**EAGLE RIDGE  
COMMUNITY DEVELOPMENT DISTRICT**

**District's Financial Position and Budget to  
Actual Year to Date**

**Eagle Ridge CDD**  
Statement of Financial Position  
As of 3/31/2021

**General Fund**

**Assets**

**Current Assets**

General Checking Account	\$866.19
Accounts Receivable - Due from Developer	104.26
Total Current Assets	<u>\$970.45</u>

**Total Assets** \$970.45

**Liabilities and Net Assets**

**Current Liabilities**

Accounts Payable	\$205.28
Deferred Revenue	104.26
Total Current Liabilities	<u>\$309.54</u>

**Total Liabilities** \$309.54

**Net Assets**

Net Assets - General Government	\$765.17
Current Year Net Assets - General Government	(104.26)

**Total Net Assets** \$660.91

**Total Liabilities and Net Assets** \$970.45

**Eagle Ridge CDD**  
Statement of Activities  
As of 3/31/2021

**General Fund**

**Revenues**

Developer Contributions	\$5,347.71
Total Revenues	<u>\$5,347.71</u>

**Expenses**

Insurance	\$2,750.00
Management	500.00
District Counsel	750.00
Postage & Shipping	11.28
Copies	175.71
Legal Advertising	189.98
Web Site Maintenance	900.00
Dues, Licenses, and Fees	175.00
Total Expenses	<u>\$5,451.97</u>

**Other Revenues (Expenses) & Gains (Losses)**

Total Other Revenues (Expenses) & Gains (Losses)	<u>\$0.00</u>
--	---------------

**Change In Net Assets** ( \$104.26)

**Net Assets At Beginning Of Year** \$765.17

**Net Assets At End Of Year** \$660.91

**Eagle Ridge CDD**  
**Budget to Actual**  
For the Month Ending 03/31/2021

	Actual	Year To Date Budget	Variance	FY 2021 Adopted Budget
<b><u>Revenues</u></b>				
Developer Contributions	\$5,347.71	\$5,987.52	(\$639.81)	\$11,975.00
<b>Net Revenues</b>	<b><u>\$5,347.71</u></b>	<b><u>\$5,987.52</u></b>	<b><u>(\$639.81)</u></b>	<b><u>\$11,975.00</u></b>
<b><u>General &amp; Administrative Expenses</u></b>				
Insurance	\$2,750.00	\$1,999.98	\$750.02	\$4,000.00
Management	500.00	499.98	0.02	1,000.00
District Counsel	750.00	1,500.00	(750.00)	3,000.00
Telephone	0.00	25.02	(25.02)	50.00
Postage & Shipping	11.28	25.08	(13.80)	50.00
Copies	175.71	49.98	125.73	100.00
Legal Advertising	189.98	499.98	(310.00)	1,000.00
Web Site Maintenance	900.00	1,300.02	(400.02)	2,600.00
Dues, Licenses, and Fees	175.00	87.48	87.52	175.00
<b>Total General &amp; Administrative Expenses</b>	<b><u>\$5,451.97</u></b>	<b><u>\$5,987.52</u></b>	<b><u>(\$535.55)</u></b>	<b><u>\$11,975.00</u></b>
<b>Total Expenses</b>	<b><u>\$5,451.97</u></b>	<b><u>\$5,987.52</u></b>	<b><u>(\$535.55)</u></b>	<b><u>\$11,975.00</u></b>
<b>Net Income (Loss)</b>	<b><u>(\$104.26)</u></b>	<b><u>\$0.00</u></b>	<b><u>(\$104.26)</u></b>	<b><u>\$0.00</u></b>