

# **OSPREY OAKS**

## **COMMUNITY DEVELOPMENT DISTRICT**

**May 3, 2021**

**BOARD OF SUPERVISORS**

**REGULAR MEETING**

**AGENDA**

**Osprey Oaks Community Development District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W•Boca Raton, Florida 33431**  
**Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013**

April 26, 2021

<p><b><u>ATTENDEES:</u></b> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>
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Board of Supervisors  
Osprey Oaks Community Development District

Dear Board Members:

The Board of Supervisors of the Osprey Oaks Community Development District will hold a Regular Meeting on May 3, 2021 at 6:30 p.m., at the Pool Deck at the Clubhouse of Osprey Oaks, located at 7054 Muscovy Court, Lake Worth, Florida 33463. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2021-03, Approving a Proposed Budget 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
4. Consideration of Resolution 2021-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2021/2022 and Providing for an Effective Date
5. Consideration of Resolution 2021-05, Directing the District Manager to Register the District With and Use the E-Verify System Pursuant to the Requirements of Section 448.095, Florida Statutes; Authorizing Execution of the E-Verify Memorandum of Understanding for Employers Between the District and the Department of Homeland Security (DHS); Providing for Severability; and Providing for an Effective Date
6. Acceptance of Unaudited Financial Statements as of March 31, 2021
  - A. Check Detail
  - B. Accounts Payable Invoices
7. Approval of April 5, 2021 Regular Meeting Minutes
8. Staff Reports
  - A. District Counsel: *Billing, Cochran, Lyles, Mauro & Ramsey, P.A.*

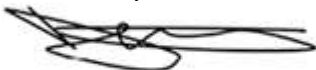
- B. District Engineer: *Schnars Engineering Corporation*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
  - NEXT MEETING DATE: June 7, 2021 at 6:30 P.M.
  - QUORUM CHECK

John Flaherty	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Ken Naim	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Kenneth Revilla	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Jeff Fuchs	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Meredith Naim	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

- 9. Public Comments
- 10. Supervisors' Requests
- 11. Adjournment

Should you have any questions and/or concerns, please contact me directly at (561) 909-7930.

Sincerely,



Daniel Rom  
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

**CONFERENCE ID: 435668**

**OSPREY OAKS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**3**



**RESOLUTION 2021-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OSPREY OAKS COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET 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 Osprey Oaks Community Development District ("**District**") prior to June 15, 2021, a proposed budget ("**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 OSPREY OAKS 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 as follows:

DATE: August 2, 2021

HOUR: 6:30 P.M.

LOCATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Palm Beach County and the City of Boynton Beach 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 3<sup>rd</sup> DAY OF MAY, 2021.**

ATTEST:

**OSPREY OAKS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A: Fiscal Year 2021/2022 Proposed Budget**

**OSPREY OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2022**

**OSPREY OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
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**OSPREY OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2022**

	Fiscal Year 2021			Total Actual & Projected Revenue & Expenditures	Proposed Budget FY 2022
	Adopted	Actual Through 3/31/2021	Projected Through 9/30/2021		
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 92,230				\$ 87,293
Allowable discounts (4%)	(3,689)				(3,492)
Assessment levy: on-roll - net	88,541	\$ 82,988	\$ 5,553	\$ 88,541	83,801
Interest	-	8	-	8	-
Total revenues	88,541	82,996	5,553	88,549	83,801
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Supervisors	8,000	800	3,000	3,800	6,000
Management/accounting/recording <sup>1</sup>	43,208	18,040	25,168	43,208	40,000
Legal	9,000	2,328	5,000	7,328	9,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	4,500	1,500	3,000	4,500	4,700
Arbitrage rebate calculation*	1,200	-	1,200	1,200	1,200
Dissemination agent	1,000	500	500	1,000	1,000
Trustee	3,500	-	3,500	3,500	3,500
Telephone	100	50	50	100	100
Postage	500	-	500	500	500
Printing & binding	250	125	125	250	250
Legal advertising	1,000	-	1,000	1,000	1,000
Annual special district fee	175	175	-	175	175
Insurance	6,338	6,050	-	6,050	6,655
Contingencies/bank charges	5,051	159	4,892	5,051	5,051
Website maintenance	705	705	-	705	705
Website ADA compliance	210	-	-	-	210
Property appraiser	462	-	462	462	462
Information system services	420	420	-	420	420
Tax collector	922	829	93	922	873
Total expenditures	88,541	31,681	50,490	82,171	83,801
Net increase/(decrease) of fund balance	-	51,315	(44,937)	6,378	-
Fund balance - beginning (unaudited)	61,030	85,100	136,415	85,100	91,478
Fund balance - ending (projected)					
Assigned					
3 months working capital	26,543	26,427	26,427	26,427	25,608
Unassigned	34,487	58,673	109,988	58,673	65,870
Fund balance - ending (projected)	\$ 61,030	\$ 136,415	\$ 91,478	\$ 91,478	\$ 91,478

<sup>1</sup>The Wrathell, Hunt & Associates management fee will be \$36,081 based on a maximum of six meetings. Any meetings beyond six will be billed at a rate of \$1,333 per meeting.

**OSPREY OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Supervisors	\$ 6,000
<p>Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.</p>	
Management/accounting/recording <sup>1</sup>	40,000
<p><b>Wrathell, Hunt and Associates, LLC</b> (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	9,000
<p>The firm of Billing, Cochran, Heath, Lyles, Mauro &amp; Anderson, P.A., provides on-going general counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, they provide service as "local government lawyers," realizing that this type of local government is very limited in its scope – providing infrastructure and services to developments.</p>	
Engineering	2,000
<p>The District has entered into an agreement for engineering services with Schnars Engineering. They provide construction and consulting services, which assists the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	4,700
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation*	1,200
<p>To ensure the District's compliance with all Tax Regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	1,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. <b>Wrathell, Hunt &amp; Associates</b> serves as dissemination agent.</p>	
Trustee	3,500
<p>Annual fee paid to Wells Fargo for the service provided as trustee, paying agent and registrar.</p>	
Telephone	100
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	250
<p>Letterhead, envelopes, copies, agenda packages, etc.</p>	
Legal advertising	1,000
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	

**OSPREY OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES (continued)**

Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	6,655
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	5,051
Bank charges, automatic AP routing and other miscellaneous expenses incurred during the year.	
Website maintenance	705
Website ADA compliance	210
Property appraiser	462
Information system services	420
Tax collector	873
Total expenditures	<u>\$ 83,801</u>



**OSPREY OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2012  
FISCAL YEAR 2022**

	Fiscal Year 2021				Proposed Budget 2022
	Adopted	Actual Through 3/31/2021	Projected Through 9/30/2021	Total Actual & Projected Revenue & Expenditures	
<b>REVENUES</b>					
Assessment levy: on-roll	\$ 136,429				\$ 136,429
Allowable discounts (4%)	(5,457)				(5,457)
Net assessment levy - on-roll	130,972	\$ 122,734	\$ 8,238	\$ 130,972	130,972
Interest	-	16	-	16	-
Total revenues	130,972	122,750	8,238	130,988	130,972
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	25,000	25,000	-	25,000	25,000
Interest	97,175	48,634	48,541	97,175	95,750
Tax collector	1,364	1,227	137	1,364	1,364
Total expenditures	123,539	74,861	48,678	123,539	122,114
Excess/(deficiency) of revenues over/(under) expenditures	7,433	47,889	(40,440)	7,449	8,858
Beginning fund balance (unaudited)	227,902	229,511	277,400	229,511	236,960
Ending fund balance (projected)	\$ 235,335	\$ 277,400	\$ 236,960	\$ 236,960	245,818
Use of fund balance:					
Debt service reserve account balance (required)					(132,155)
Principal expense - November 1, 2022					(25,000)
Interest expense - November 1, 2022					(47,519)
Projected fund balance surplus/(deficit) as of September 30, 2022					\$ 41,144

**Osprey Oaks**

Community Development District

Series 2012, Special Assessment Revenue Bonds

\$1,650,000

**Debt Service Schedule**

<b>Date</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Total P+I</b>
11/01/2021	25,000.00	5.700%	48,231.25	73,231.25
05/01/2022	-	-	47,518.75	47,518.75
11/01/2022	25,000.00	5.700%	47,518.75	72,518.75
05/01/2023	-	-	46,806.25	46,806.25
11/01/2023	35,000.00	6.150%	46,806.25	81,806.25
05/01/2024	-	-	45,730.00	45,730.00
11/01/2024	40,000.00	6.150%	45,730.00	85,730.00
05/01/2025	-	-	44,500.00	44,500.00
11/01/2025	40,000.00	6.150%	44,500.00	84,500.00
05/01/2026	-	-	43,270.00	43,270.00
11/01/2026	40,000.00	6.150%	43,270.00	83,270.00
05/01/2027	-	-	42,040.00	42,040.00
11/01/2027	45,000.00	6.150%	42,040.00	87,040.00
05/01/2028	-	-	40,656.25	40,656.25
11/01/2028	50,000.00	6.150%	40,656.25	90,656.25
05/01/2029	-	-	39,118.75	39,118.75
11/01/2029	50,000.00	6.150%	39,118.75	89,118.75
05/01/2030	-	-	37,581.25	37,581.25
11/01/2030	55,000.00	6.150%	37,581.25	92,581.25
05/01/2031	-	-	35,890.00	35,890.00
11/01/2031	55,000.00	6.150%	35,890.00	90,890.00
05/01/2032	-	-	34,198.75	34,198.75
11/01/2032	60,000.00	6.150%	34,198.75	94,198.75
05/01/2033	-	-	32,353.75	32,353.75
11/01/2033	65,000.00	7.150%	32,353.75	97,353.75
05/01/2034	-	-	30,030.00	30,030.00
11/01/2034	70,000.00	7.150%	30,030.00	100,030.00
05/01/2035	-	-	27,527.50	27,527.50
11/01/2035	75,000.00	7.150%	27,527.50	102,527.50
05/01/2036	-	-	24,846.25	24,846.25
11/01/2036	80,000.00	7.150%	24,846.25	104,846.25
05/01/2037	-	-	21,986.25	21,986.25
11/01/2037	85,000.00	7.150%	21,986.25	106,986.25
05/01/2038	-	-	18,947.50	18,947.50
11/01/2038	90,000.00	7.150%	18,947.50	108,947.50
05/01/2039	-	-	15,730.00	15,730.00
11/01/2039	100,000.00	7.150%	15,730.00	115,730.00
05/01/2040	-	-	12,155.00	12,155.00
11/01/2040	105,000.00	7.150%	12,155.00	117,155.00
05/01/2041	-	-	8,401.25	8,401.25
11/01/2041	115,000.00	7.150%	8,401.25	123,401.25
05/01/2042	-	-	4,290.00	4,290.00
11/01/2042	120,000.00	7.150%	4,290.00	124,290.00
<b>Total</b>	<b>\$1,425,000.00</b>		<b>\$1,355,386.25</b>	<b>\$2,780,386.25</b>

**OSPREY OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND AND DEBT SERVICE FUND  
ASSESSMENT SUMMARY  
FISCAL YEAR 2022**

Number of Units	Unit Type	Projected Fiscal Year 2022			FY 21 Assessment
		GF	DSF	GF & DSF	
37	MF	419.68	-	419.68	443.42
126	SF 65'	419.68	804.78	1,224.46	1,248.20
25	SF 85'	419.68	850.51	1,270.19	1,293.93
20	SF 100'	419.68	896.24	1,315.92	1,339.66
<u>208</u>					

**OSPREY OAKS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**4**

**RESOLUTION 2021-04**

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

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

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

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

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

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

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

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

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

**PASSED AND ADOPTED** this 3<sup>rd</sup> day of May, 2021.

Attest:

**OSPREY OAKS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A**

<b>OSPREY OAKS COMMUNITY DEVELOPMENT DISTRICT</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<i>Clubhouse of Osprey Oaks, located at 7054 Muscovy Court, Lake Worth, Florida 33463</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 4, 2021</b>	<b>Regular Meeting</b>	<b>6:30 PM</b>
<b>November 1, 2021</b>	<b>Regular Meeting</b>	<b>6:30 PM</b>
<b>December 6, 2021</b>	<b>Regular Meeting</b>	<b>6:30 PM</b>
<b>January 3, 2022</b>	<b>Regular Meeting</b>	<b>6:30 PM</b>
<b>February 7, 2022</b>	<b>Regular Meeting</b>	<b>6:30 PM</b>
<b>March 7, 2022</b>	<b>Regular Meeting</b>	<b>6:30 PM</b>
<b>April 4, 2022</b>	<b>Regular Meeting</b>	<b>6:30 PM</b>
<b>May 2, 2022</b>	<b>Regular Meeting</b>	<b>6:30 PM</b>
<b>June 6, 2022</b>	<b>Regular Meeting</b>	<b>6:30 PM</b>
<b>July 11, 2022*</b>	<b>Regular Meeting</b>	<b>6:30 PM</b>
<b>August 1, 2022</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>6:30 PM</b>
<b>September 12, 2022*</b>	<b>Regular Meeting</b>	<b>6:30 PM</b>

**Exception\***

*July meeting date is one week later to accommodate 4<sup>th</sup> of July Holiday*

*September meeting date is one week later to accommodate Labor Day Holiday*

**OSPREY OAKS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5**

**RESOLUTION 2021-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OSPREY OAKS COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE DISTRICT MANAGER TO REGISTER THE DISTRICT WITH AND USE THE E-VERIFY SYSTEM PURSUANT TO THE REQUIREMENTS OF SECTION 448.095, FLORIDA STATUTES; AUTHORIZING EXECUTION OF THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS BETWEEN THE DISTRICT AND THE DEPARTMENT OF HOMELAND SECURITY (DHS); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Section 448.095, Florida Statutes, requires public employers, like the Osprey Oaks Community Development District (the “District”), to register with and use the E-Verify system of the United States Department of Homeland Security (the “E-Verify system”) to verify the work authorization status of newly hired employees; and

**WHEREAS**, Section 448.095, Florida Statutes, also mandates that the District may not, on or after January 1, 2021, enter contracts with a contractor unless the contractor and its subcontractors have registered with and are utilizing the E-Verify system; and

**WHEREAS**, in order to register with the E-Verify system, the District is required to enter into the E-Verify Memorandum of Understanding for Employers with the Department of Homeland Security (DHS), a copy of which is attached hereto and made a part hereof as Exhibit “A” the (“E-Verify MOU”); and

**WHEREAS**, in accordance with the requirements of Section 448.095, Florida Statutes, the District Board of Supervisors finds it to be in the best interest of the District to register with the E-Verify system, authorize execution of the E-Verify MOU, and utilize the E-Verify system



in connection with its hiring practices and for new and renewed agreements entered into on or after January 1, 2021 with contractors, service providers, and others providing labor, supplies or services to the District.

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

**Section 1.** The above recitals are true and correct and incorporated herein as if set forth in full herein.

**Section 2.** In accordance with the requirements of Section 448.095, Florida Statutes, the District Manager shall register the District with and utilize the E-Verify system, and shall administer agreements entered into on or after January 1, 2021 with contractors, service providers, and others providing labor, supplies, or services to the District to monitor and enforce E-Verify compliance.

**Section 3.** The District Manager is authorized to execute the E-Verify MOU on behalf of the District.

**Section 4.** The District Manager of the District is hereby directed to take other action(s) necessary and consistent with the intent of this Resolution, including but not limited to, completing the tasks needed to otherwise comply with the provisions of Section 448.095, Florida Statutes and the terms, conditions, and requirements of the District as set forth in the E-Verify MOU.

**Section 5.** 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, such portion shall be severed herein and shall not affect the validity of the remaining portions of this Resolution.

**Section 6.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021, by the Board of Supervisors of the Osprey Oaks Community Development District.

**OSPREY OAKS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit "A"**

**The E-Verify Memorandum of Understanding for Employers**



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(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee



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

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

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

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

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

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



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

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

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

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

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

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

### **C. RESPONSIBILITIES OF SSA**

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

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

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

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

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

### **D. RESPONSIBILITIES OF DHS**

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

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



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

### **ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS**

#### **A. REFERRAL TO SSA**

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



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

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

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

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

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

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

## **B. REFERRAL TO DHS**

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

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

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

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

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

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



- a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

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

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

### **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the

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

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

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

## **ARTICLE VI PARTIES**

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

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

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

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

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

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

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



Employer.

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

Approved by:

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

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

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

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

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



**OSPREY OAKS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**6**

**OSPREY OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
MARCH 31, 2021**

**OSPREY OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
MARCH 31, 2021**

	General Fund	Debt Service Fund	Total Governmental Funds
<b>ASSETS</b>			
Cash	\$ 141,802	\$ -	\$ 141,802
Investments			
Reserve	-	132,155	132,155
Revenue	-	139,228	139,228
Prepayment	-	1,630	1,630
Due from general fund	-	4,387	4,387
Total assets	<u>\$ 141,802</u>	<u>\$ 277,400</u>	<u>\$ 419,202</u>
<b>LIABILITIES AND FUND BALANCES</b>			
Liabilities:			
Accounts payable	\$ 1,000	\$ -	\$ 1,000
Due to debt service fund	4,387	-	4,387
Total liabilities	<u>5,387</u>	<u>-</u>	<u>5,387</u>
Fund balances:			
Restricted for:			
Debt service	-	277,400	277,400
Unassigned	136,415	-	136,415
Total fund balances	<u>136,415</u>	<u>277,400</u>	<u>413,815</u>
Total liabilities and fund balances	<u>\$ 141,802</u>	<u>\$ 277,400</u>	<u>\$ 419,202</u>

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

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy	\$ 996	\$ 82,988	\$ 88,541	94%
Interest and miscellaneous	1	8	-	N/A
Total revenues	<u>997</u>	<u>82,996</u>	<u>88,541</u>	94%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisors	-	800	8,000	10%
Management/accounting/recording	3,007	18,040	43,208	42%
Legal	400	2,328	9,000	26%
Engineering	-	-	2,000	0%
Audit	-	1,500	4,500	33%
Arbitrage rebate calculation	-	-	1,200	0%
Dissemination agent	83	500	1,000	50%
Trustee	-	-	3,500	0%
Telephone	8	50	100	50%
Postage	-	-	500	0%
Printing & binding	21	125	250	50%
Legal advertising	-	-	1,000	0%
Annual special district fee	-	175	175	100%
Insurance	-	6,050	6,338	95%
Contingencies/bank charges	26	159	5,051	3%
ADA website maintenance	-	-	210	0%
Website	-	705	705	100%
Information system services	-	420	420	100%
Total professional & administrative	<u>3,545</u>	<u>30,852</u>	<u>87,157</u>	35%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	462	0%
Tax collector	9	829	922	90%
Total other fees & charges	<u>9</u>	<u>829</u>	<u>1,384</u>	60%
Total expenditures	<u>3,554</u>	<u>31,681</u>	<u>88,541</u>	36%
Excess/(deficiency) of revenues over/(under) expenditures	(2,557)	51,315	-	
Fund balances - beginning	138,972	85,100	61,030	
Fund balances - ending				
Assigned				
3 months working capital	26,543	26,543	26,543	
Unassigned	109,872	109,872	34,487	
Fund balances - ending	<u>\$ 136,415</u>	<u>\$ 136,415</u>	<u>\$ 61,030</u>	

**OSPREY OAKS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2012  
FOR THE PERIOD ENDED MARCH 31, 2021**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Special assessment - on roll	\$ 1,473	\$ 122,734	\$ 130,972	94%
Interest	1	16	-	N/A
Total revenues	<u>1,474</u>	<u>122,750</u>	<u>130,972</u>	94%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	25,000	25,000	100%
Interest	-	48,634	97,175	50%
Total debt service	<u>-</u>	<u>73,634</u>	<u>122,175</u>	60%
<b>Other fees &amp; charges</b>				
Tax collector	14	1,227	1,364	90%
Total other fees and charges	<u>14</u>	<u>1,227</u>	<u>1,364</u>	90%
Total expenditures	<u>14</u>	<u>74,861</u>	<u>123,539</u>	
Excess/(deficiency) of revenues over/(under) expenditures	1,460	47,889	7,433	
Fund balances - beginning	<u>275,940</u>	<u>229,511</u>	<u>227,902</u>	
Fund balances - ending	<u><u>\$277,400</u></u>	<u><u>\$ 277,400</u></u>	<u><u>\$235,335</u></u>	

**OSPREY OAKS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**6A**

5:36 PM  
04/08/21

**Osprey Oaks CDD**  
**Check Detail**  
October 2020 through March 2021

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	2835	10/08/2020	ALM MEDIA, LLC	101.001 · Suntrust ...		-153.58
Bill	10000488625-0918	09/30/2020		519.480 · Legal Adv...	-153.58	153.58
TOTAL					-153.58	153.58
Bill Pmt -Check	2836	10/08/2020	BILLING COCHRA...	101.001 · Suntrust ...		-522.50
Bill	164399	09/30/2020		514.310 · Legal Fees	-522.50	522.50
TOTAL					-522.50	522.50
Bill Pmt -Check	2837	10/08/2020	WRATHELL, HUNT...	101.001 · Suntrust ...		-3,119.25
Bill	2019-1574	10/07/2020		512.311 · Managem... 513.312 · Dissemin... 519.411 · Telephone 519.470 · Printing a...	-3,006.75 -83.34 -8.33 -20.83	3,006.75 83.34 8.33 20.83
TOTAL					-3,119.25	3,119.25
Bill Pmt -Check	2838	11/12/2020	BILLING COCHRA...	101.001 · Suntrust ...		-400.00
Bill	164806	09/30/2020		514.310 · Legal Fees	-400.00	400.00
TOTAL					-400.00	400.00
Bill Pmt -Check	2839	11/12/2020	BOARD OF COUN...	101.001 · Suntrust ...		-420.00
Bill	490-0929200000000...	11/10/2020		513.316 · Informati...	-420.00	420.00
TOTAL					-420.00	420.00
Bill Pmt -Check	2840	11/12/2020	WRATHELL, HUNT...	101.001 · Suntrust ...		-3,119.25
Bill	2019-1662	11/10/2020		512.311 · Managem... 513.312 · Dissemin... 519.411 · Telephone 519.470 · Printing a...	-3,006.75 -83.34 -8.33 -20.83	3,006.75 83.34 8.33 20.83
TOTAL					-3,119.25	3,119.25
Bill Pmt -Check	2841	11/17/2020	BILLING COCHRA...	101.001 · Suntrust ...		-400.00

**Osprey Oaks CDD**  
**Check Detail**  
October 2020 through March 2021

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill	165358	11/16/2020		514.310 · Legal Fees	-400.00	400.00
TOTAL					-400.00	400.00
Bill Pmt -Check	2842	11/17/2020	FLORIDA DEPT. O...	101.001 · Suntrust ...		-175.00
Bill	83339	11/16/2020		519.540 · Annual Di...	-175.00	175.00
TOTAL					-175.00	175.00
Bill Pmt -Check	2843	12/03/2020	PALM BEACH CO...	101.001 · Suntrust ...		-420.00
Bill	490-0929200001353	12/02/2020		513.314 · Property ...	-420.00	420.00
TOTAL					-420.00	420.00
Bill Pmt -Check	2844	12/03/2020	WRATHELL, HUNT...	101.001 · Suntrust ...		-3,119.25
Bill	2019-1745	12/02/2020		512.311 · Managem...	-3,006.75	3,006.75
				513.312 · Dissemin...	-83.34	83.34
				519.411 · Telephone	-8.33	8.33
				519.470 · Printing a...	-20.83	20.83
TOTAL					-3,119.25	3,119.25
Check	2845	12/09/2020	KENNETH REVILLA	101.001 · Suntrust ...		-200.00
				511.110 · Superviso...	-200.00	200.00
TOTAL					-200.00	200.00
Check	2846	12/09/2020	MEREDITH SARA ...	101.001 · Suntrust ...		-200.00
				511.110 · Superviso...	-200.00	200.00
TOTAL					-200.00	200.00
Check	2847	12/09/2020	KENNETH NAIM	101.001 · Suntrust ...		-200.00
				511.110 · Superviso...	-200.00	200.00
TOTAL					-200.00	200.00



**Osprey Oaks CDD**  
**Check Detail**  
 October 2020 through March 2021

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Check	2848	01/08/2021	OSPREY OAKS CDD	101.001 · Suntrust ...		-35,344.50
				207.201 · Due to D...	-35,344.50	35,344.50
TOTAL					-35,344.50	35,344.50
Bill Pmt -Check	2849	01/08/2021	BILLING COCHRA...	101.001 · Suntrust ...		-400.00
Bill	165980	01/07/2021		514.310 · Legal Fees	-400.00	400.00
TOTAL					-400.00	400.00
Bill Pmt -Check	2850	01/08/2021	WRATHELL, HUNT...	101.001 · Suntrust ...		-3,119.25
Bill	2019-1839	01/07/2021		512.311 · Managem...	-3,006.75	3,006.75
				513.312 · Dissemin...	-83.34	83.34
				519.411 · Telephone	-8.33	8.33
				519.470 · Printing a...	-20.83	20.83
TOTAL					-3,119.25	3,119.25
Check	2851	12/09/2020	JOHN STEVEN FL...	101.001 · Suntrust ...		-200.00
				511.110 · Superviso...	-200.00	200.00
TOTAL					-200.00	200.00
Check	2852	02/09/2021	OSPREY OAKS CDD	101.001 · Suntrust ...		-82,605.66
				207.201 · Due to D...	-82,605.66	82,605.66
TOTAL					-82,605.66	82,605.66
Bill Pmt -Check	2853	02/09/2021	BILLING COCHRA...	101.001 · Suntrust ...		-1,127.50
Bill	166498	02/08/2021		514.310 · Legal Fees	-1,127.50	1,127.50
TOTAL					-1,127.50	1,127.50
Bill Pmt -Check	2854	02/09/2021	GRAU AND ASSO...	101.001 · Suntrust ...		-500.00
Bill	20481	02/08/2021		513.320 · Audit	-500.00	1,500.00
TOTAL					-500.00	1,500.00

5:36 PM  
04/08/21

**Osprey Oaks CDD**  
**Check Detail**  
October 2020 through March 2021

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	2855	02/09/2021	WRATHELL, HUNT...	101.001 · Suntrust ...		-3,119.25
Bill	2019-1956	02/08/2021		512.311 · Managem...	-3,006.75	3,006.75
				513.312 · Dissemin...	-83.34	83.34
				519.411 · Telephone	-8.33	8.33
				519.470 · Printing a...	-20.83	20.83
TOTAL					-3,119.25	3,119.25
Bill Pmt -Check	2856	03/08/2021	BILLING COCHRA...	101.001 · Suntrust ...		-400.00
Bill	166968	03/05/2021		514.310 · Legal Fees	-400.00	400.00
TOTAL					-400.00	400.00
Bill Pmt -Check	2857	03/08/2021	WRATHELL, HUNT...	101.001 · Suntrust ...		-3,119.25
Bill	2019-2053	03/05/2021		512.311 · Managem...	-3,006.75	3,006.75
				513.312 · Dissemin...	-83.34	83.34
				519.411 · Telephone	-8.33	8.33
				519.470 · Printing a...	-20.83	20.83
TOTAL					-3,119.25	3,119.25

**OSPREY OAKS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**6B**

BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.  
SUNTRUST CENTER, SIXTH FLOOR  
515 EAST LAS OLAS BOULEVARD  
FORT LAUDERDALE, FLORIDA 33301  
(954) 764-7150

OSPREY OAKS COMMUNITY DEVELOPMENT DISTRICT  
2300 GLADES ROAD, SUITE 410W  
BOCA RATON FL 33431

Attr: CRAIG WRATHELL

514.310  
001

Page: 1  
01/31/2021  
Account No: 861-064670  
Statement No: 166968

OSPREY OAKS CDD

Fees

Monthly minimum billing for general/routine legal services provided for in CDD  
Engagement Letter, including, but not limited to:  
Communications with District Manager and District Staff re: routine operations of the CDD;  
Communications with State and local government agencies re: CDD matters, requests for  
information, audits, etc.; Update and maintain CDD records, notices, filings, etc.; Review  
miscellaneous correspondence re: CDD; Scheduling matters involving the CDD and  
Agendas re: Meetings of Board of Supervisors; Monitoring litigation matters, receiving and  
processing all notices, service of process, etc., as Registered Agent of the CDD;  
Reviewing and reporting upon changes in legislation and regulatory measures affecting the  
CDD

For Current Services Rendered	400.00
Previous Balance	\$1,127.50
Total Current Work	400.00
Balance Due	<u>\$1,527.50</u>

PLEASE MAKE CHECKS PAYABLE TO  
BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.  
PLEASE RETURN ONE COPY OF THIS STATEMENT WITH YOUR PAYMENT  
IRS NO. 59-1756046

LAW OFFICES  
**BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.**

ESTABLISHED 1977

DENNIS E. LYLES  
JOHN W. MAURO  
KENNETH W. MORGAN, JR.  
BRUCE M. RAMSEY  
RICHARD T. WOULFE  
CAROL J. HEALY GLASGOW  
MICHAEL J. PAWELCZYK  
ANDREW A. RIEF  
MANUEL R. COMRAS  
SHIRLEY A. DeLUNA  
MARK A. RUTLEDGE  
GINGER E. WALD  
JEFFERY R. LAWLEY  
DONNA M. KRUSBE  
SCOTT C. COCHRAN  
SHAWN B. McKAMEY

LAS OLAS SQUARE, SUITE 600  
515 EAST LAS OLAS BOULEVARD  
FORT LAUDERDALE, FLORIDA 33301  
(954) 764-7150  
FAX: (954) 764-7279

CENTURION TOWER  
1601 FORUM PLACE, SUITE 400  
WEST PALM BEACH, FLORIDA 33401  
(561) 659-5970  
FAX: (561) 659-6173

WWW.BILLINGCOCHRAN.COM

PLEASE REPLY TO: FORT LAUDERDALE

CAMILLE E. BLANTON  
CHRISTINE A. BROWN  
BRAD J. KIMBER  
VANESSA T. STEINERTS  
JOHN C. WEBBER

OF COUNSEL  
CLARK J. COCHRAN, JR.  
SUSAN F. DELEGAL  
GERALD L. KNIGHT

STEVEN F. BILLING, 1947-1998  
HAYWARD D. GAY, 1943-2007

January 31, 2021

Mr. Craig A. Wrathell  
Osprey Oaks Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431

**RE: Osprey Oaks Community Development District  
Our File No.: 861.06467**

Dear Craig:

We enclose our Interim Statement for legal services rendered in the above-referenced matter.

Thank you for letting us be of service to you in this matter.

Very truly yours,



DENNIS E. LYLES  
For the Firm

DEL/sa  
Enclosure

# Wrathell, Hunt & Associates, LLC

2300 Glades Rd.  
Suite 410W  
Boca Raton, FL 33431

# Invoice

Date	Invoice #
3/1/2021	2019-2053

Bill To:
Osprey Oaks CDD 2300 Glades Rd. Suite 410W Boca Raton, FL 33431

Description	Amount
Management 512.311	3,006.75
Dissemination Agent 513.312	83.34
Telephone 519.411	8.33
Printing & Binding 519.470	20.83
001	
<i>Building client relationships one step at a time ...</i>	<b>Total</b> \$3,119.25

**OSPREY OAKS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**7**

**DRAFT**

**MINUTES OF MEETING  
OSPREY OAKS  
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Osprey Oaks Community Development District held a Regular Meeting on April 5, 2021 at 6:30 p.m., at the Pool Deck at the Clubhouse of Osprey Oaks, located at 7054 Muscovy Court, Lake Worth, Florida 33463.

**Present were:**

Meredith Naim	Chair
Kenneth Revilla	Vice Chair
John Flaherty	Assistant Secretary
Ken Naim	Assistant Secretary

**Also present were:**

Daniel Rom	District Manager
Ginger Wald	District Counsel

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Naim called the meeting to order at 6:33 p.m. All Supervisors were present, in person.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There being no public comments, the next item followed.

**THIRD ORDER OF BUSINESS**

**Consideration of Resolution 2021-02, 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**



40 Mr. Rom presented Resolution 2021-02.

41

42 **On MOTION by Mr. Flaherty and seconded by Mr. Revilla, with all in favor,**  
43 **Resolution 2021-02, Ratifying and Approving Actions Taken by the Board of**  
44 **Supervisors at Meetings Held Via Media Communications Technology Pursuant**  
45 **to Executive Order No. 20-69, as Amended and Extended, as a Result of the**  
46 **COVID-19 Pandemic, was adopted.**

47

48

49 **FOURTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial**  
**Statements as of February 28, 2021**

50

51

52 Ms. Naim presented the Unaudited Financial Statements as of February 28, 2021.

53 **A. Check Detail**

54 **B. Accounts Payable Invoices**

55 These items were provided for informational purposes.

56

57 **On MOTION by Mr. Flaherty and seconded by Ms. Naim, with all in favor, the**  
58 **Unaudited Financial Statements as of February 28, 2021, were accepted.**

59

60

61 **FIFTH ORDER OF BUSINESS**

**Discussion: Fiscal Year 2022 Budget**  
**Consideration(s)**

62

63

64 The Board viewed the Unaudited Financial Statements as Mr. Rom discussed the  
65 anticipated \$1,000 increase in the proposed Fiscal Year 2022 budget, compared to the Fiscal  
66 Year 2021 budget, as the Management/accounting/recording, Audit and Insurance line items  
67 increased. The proposed Fiscal Year 2022 budget would be presented at the next meeting.

68 Mr. Flaherty asked if Management obtains bids for various services. Mr. Rom replied  
69 affirmatively, stating that a Request for Proposals (RFP) or Request for Qualifications (RFQ)  
70 would be advertised, if directed to do so by the Board.

71 Ms. Wald explained that the District uses the same process as the City and County for  
72 items within the Florida Statute thresholds. If a formal process is not required, three proposals  
73 would be presented for consideration.

74 Discussion ensued regarding reducing the number of scheduled meetings since the HOA  
75 handles most operations activities, assessments and using unassigned fund balance to pay off  
76 the debt service reserve. The Board agreed to reducing Management's fees to \$40,000 and  
77 holding six meetings to reduce the Supervisor fees, which would offset the proposed increases.

78

79 **SIXTH ORDER OF BUSINESS**

**Approval of December 7, 2020 Regular  
Meeting Minutes**

80

81

82 Ms. Naim presented the December 7, 2020 Regular Meeting Minutes.

83

84 **On MOTION by Mr. Flaherty and seconded by Mr. Fuchs, with all in favor, the**  
85 **December 7, 2020 Regular Meeting Minutes, as presented, were approved.**

86

87

88 **SEVENTH ORDER OF BUSINESS**

**Staff Reports**

89

90 **A. District Counsel: *Billing, Cochran, Lyles, Mauro & Ramsey, P.A.***

91 Ms. Wald stated that, due to new legislative actions, the next agenda would include a  
92 Memorandum of Understanding (MOU) related to E-verify requirements. As of January 1,  
93 2021, the District and its contractors must use the E-verify system. Other legislative updates  
94 would be provided at that or the following meeting.

95 **B. District Engineer: *Schnars Engineering Corporation***

96 There being no report, the next item followed.

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

- 98 • **NEXT MEETING DATE: May 3, 2021 at 6:30 P.M.**

- 99 ○ **QUORUM CHECK**

100 The next meeting would be held on May 3, 2021 at 6:30 p.m., on the pool deck at the  
101 regular meeting location.

102 Mr. Rom stated that the proposal Fiscal Year 2022 budget would be presented at the  
103 May meeting and adopted at the August meeting.

104 Ms. Wald confirmed that, as the meeting address did not change, there was no need to  
105 re-advertise the “pool deck” meeting location as long as there is Clubhouse access and notices  
106 are posted directing attendees to the pool deck meeting location.

107

108 **EIGHTH ORDER OF BUSINESS**

**Public Comments**

109

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

111

112 **NINTH ORDER OF BUSINESS**

**Supervisors’ Requests**

113

114 Mr. Naim recalled discussions with Ms. Cerbone about the possibility of refinancing the  
115 bonds. Ms. Cerbone had confirmed refinancing the bonds was not possible and, through his  
116 own research, he too confirmed that the District would not able to refinance for quite a while.

117 Ms. Naim asked why the Board received several emails from Management about  
118 attendance. Mr. Rom discussed Management’s process and explained why three confirmation  
119 emails were sent to the Board. He encouraged all Board Members to respond to those emails  
120 or call to confirm their attendance to alleviate receiving several confirmation emails.

121

122 **TENTH ORDER OF BUSINESS**

**Adjournment**

123

124 There being nothing further to discuss, the meeting adjourned.

125

126 **On MOTION by Ms. Naim and seconded by Mr. Revilla, with all in favor, the**  
127 **meeting adjourned at 7:18 p.m.**

128

129

130

131

132

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

133  
134  
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140

---

Secretary/Assistant Secretary

---

Chair/Vice Chair

**OSPREY OAKS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8C**

## OSPREY OAKS COMMUNITY DEVELOPMENT DISTRICT

### BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE

#### LOCATION

*Clubhouse of Osprey Oaks, located at 7054 Muscovy Court, Lake Worth, Florida 33463*  
**\*\* To be determined**

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
<b>October 5, 2020 CANCELED</b>	Regular Meeting	6:30 PM
<b>November 2, 2020 CANCELED</b>	Regular Meeting	6:30 PM
<b>December 7, 2020</b>	Regular Meeting	6:30 PM
<b>January 4, 2021 CANCELED</b>	Regular Meeting	6:30 PM
<b>February 1, 2021 CANCELED</b>	Regular Meeting	6:30 PM
<b>March 1, 2021 CANCELED</b>	Regular Meeting	6:30 PM
<b>April 5, 2021</b>	Regular Meeting	6:30 PM
<i>Pool Deck at Clubhouse of Osprey Oaks, located at 7054 Muscovy Court, Lake Worth, Florida 33463</i>		
<b>May 3, 2021</b>	Regular Meeting	6:30 PM
<i>Pool Deck at Clubhouse of Osprey Oaks, located at 7054 Muscovy Court, Lake Worth, Florida 33463</i>		
<b>June 7, 2021**</b>	Regular Meeting	6:30 PM
<b>July 5, 2021**</b>	Regular Meeting	6:30 PM
<b>August 2, 2021**</b>	Public Hearing & Regular Meeting	6:30 PM
<b>September 13, 2021*</b>	Regular Meeting	6:30 PM

**Exception\***

*September meeting date is one week later to accommodate Labor Day Holiday*