

*Founders Ridge Community
Development District*

Agenda

May 26, 2021

AGENDA

Founders Ridge Community Development District

219 East Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

May 19, 2021

Board of Supervisors
Founders Ridge Community
Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the **Founders Ridge Community Development District** will be held **Wednesday, May 26, 2021 at 11:30 AM** at the **Minneola City Hall, 800 N. U.S. Highway 27, Minneola, FL 34715. PLEASE NOTE THE TIME OF THE MEETING.** Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the January 12, 2021 Meeting
4. Consideration of Resolution 2021-07 Providing for the Removal and Appointment of Treasurer and Appointment of Assistant Treasurer
5. Consideration of Resolution 2021-08 Approving the Proposed Budget for Fiscal Year 2022 and Setting a Public Hearing
6. Consideration of Settlement Agreement with Founders Ridge Development, LLC and Founders Ridge Development II, LLC
7. Discussion of E-Verify Requirements and Ratification of Staff Actions Related to the Memorandum of Understanding
8. Discussion of Board Member Compensation
9. Appointment of Audit Committee and Chairman
10. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 1. Balance Sheet and Income Statement
 2. Ratification of FY21 Funding Requests #3 - 6
 3. Presentation of Number of Registered Voters - 0
11. Supervisor's Requests
12. Adjournment

Audit Committee Meeting

1. Roll Call
2. Public Comment Period
3. Audit Services
 - A. Approval of Request for Proposals and Selection Criteria
 - B. Approval of Notice of Request for Proposals for Audit Services
 - C. Public Announcement of Opportunity to Provide Audit Services
4. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is approval of the minutes from the January 12, 2021 Board of Supervisors meeting. The minutes are enclosed for your review.

The fourth order of business is consideration of resolution 2021-07 providing for the removal and appointment of Treasurer and appointment of Assistant Treasurer. A copy of the resolution is enclosed for your review.

The fifth order of business is consideration of resolution 2021-08 approving the proposed budget for Fiscal Year 2022 and setting a public hearing. A copy of the resolution is enclosed for your review.

The sixth order of business is consideration of Settlement Agreement with Founders Ridge Development, LLC and Founders Ridge Development II, LLC. A copy of the agreement is enclosed for your review.

The seventh order of business is discussion of E-Verify requirements and ratification of staff actions related to the Memorandum of Understanding. A copy of the MOU is enclosed for your review.

The eighth order of business is discussion of Board Member compensation. There is no back-up.

The ninth order of business is appointment of audit committee and chairman. There is no back-up.

Section C of the tenth order of business is the District Manager's Report. Section 1 includes the balance sheet and income statement for your review. Section 2 consideration of FY21 funding requests. Copies of the funding request and corresponding invoices are enclosed for your review. Section 3 is presentation of number of registered voters living within the boundaries of the district.

Following the adjournment of the Board of Supervisor's meeting, there will be a meeting of the Audit Committee to approve the Request for Proposals and selection criteria and the notice of RFP for auditing services. Enclosed for your review are copies of the RFP, selection criteria, and RFP notice.

The balance of the agenda will be discussed at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,



George S. Flint
District Manager

CC: Tucker Mackie, District Counsel
Darrin Mossing, GMS

Enclosures

**BOARD OF SUPERVISORS
MEETING**

MINUTES

MINUTES OF MEETING
FOUNDERS RIDGE
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Founders Ridge Community Development District was held Tuesday, January 12, 2021 at 9:00 a.m. in the Minneola City Hall, 800 N. U.S. Highway 27, Minneola, Florida.

Present and constituting a quorum were:

Aaron Blake
Joe Zagame
Darby Shields

Chairman
Vice Chairperson
Secretary

Also present were:

Jason Showe
George Flint
Tucker Mackie

District Manager
District Manager by telephone
District Counsel by telephone

FIRST ORDER OF BUSINESS

Roll Call

Mr. Showe called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Public Comment Period

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Acceptance of Resignation of Daniel Williams

On MOTION by Mr. Blake seconded by Mr. Zagame with all in favor Daniel Williams' resignation was accepted.
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B. Appointment of Individuals to Fill the Board Vacancies in Seats #1 & #3 with Terms Ending November 2022

This item was tabled.

C. Consideration of Resolution 2021-05 Electing Assistant Secretaries

This item was tabled.

FOURTH ORDER OF BUSINESS

Approval of the Minutes of the November 10, 2020 Board of Supervisors Meeting and Acceptance of Minutes of the November 10, 2020 Landowners' Meeting

On MOTION by Mr. Zagame seconded by Mr. Blake with all in favor the minutes of the November 10, 2020 Board of Supervisors Meeting were approved as amended and the November 10, 2020 Landowners' meeting minutes were accepted.

FIFTH ORDER OF BUSINESS

Public Hearing to Consider Resolution 2021-06 Adopting the Fiscal Year 2021 Budget and Relating to the Annual Appropriations

On MOTION by Mr. Zagame seconded by Mr. Blake with all in favor the public hearing was opened.

Mr. Showe stated as part of the public hearing we have Resolution 2021-06 that approves the Fiscal Year 2021 budget that is in the same form as you saw at your last meeting. This is a developer funded District, which means that although we have this budget the expenses will be what they will be. We also provided text that describes each line item.

There being no comments or questions, the Board took the following action.

On MOTION by Mr. Blake seconded by Mr. Zagame with all in favor Resolution 2021-06 Adopting the Fiscal Year 2021 Budget and Relating to the Annual Appropriations, was approved.

On MOTION by Mr. Blake seconded by Mr. Zagame with all in favor the public hearing was closed.

SIXTH ORDER OF BUSINESS

Consideration of Fiscal Year 2021 Budget Funding Agreement

Mr. Showe stated the next item is consideration of Fiscal Year 2021 budget funding agreement. District Counsel has been working with developer's counsel and we have a document to present today.

Ms. Mackie stated our office serves as District Counsel and as Jason indicated the form of developer funding agreement was included in the last agenda package as well has been further discussed and negotiated amongst the parties resulting in some changes, mostly in terms of the manner in which the developer contributions will be collected. They anticipate regular funding opposed to only in response to funding requests, otherwise the agreement from a substantive standpoint remains largely unchanged from the version the Board saw at the prior meeting. Rather than levying operations and maintenance assessments, this will allow for the developer to contribute funds in an actual amount as opposed to the budgeted amount if those turn out to be less.

On MOTION by Mr. Blake seconded by Mr. Zagame with all in favor the Fiscal Year 2021 Budget Funding Agreement with Founders Ridge Development, LLC and Founders Ridge Development II, LLC was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Website ADA Compliance Proposal with ReAlign Web Design

Mr. Showe stated the next item is a website compliance proposal. The District is required to have a website and it also has to be ADA compliant. This is about \$1,000 less than other companies we have utilized to provide these services and it is \$1,750, which will create a website that is in compliance with Florida Statutes and ADA compliant. Once the website is created we have staff that will maintain and post items in ADA compliant format. We just don't have the technology to create that to start with.

Mr. Zagame stated you will work with the website company; you are the point people.

Mr. Showe responded yes. We will maintain the website going forward once they create it in the correct format. We will post documents in a compliant format.

Mr. Blake asked is this in addition to what is in the budget?

Mr. Showe stated the budget has \$2,750 for information technology, which is the \$1,750 for the website creation plus \$1,000 for us to continue to maintain it.

On MOTION by Mr. Blake seconded by Mr. Zagame with all in favor the proposal from ReAlign Web Design in the amount of \$1,750 was approved.

EIGHTH ORDER OF BUSINESS

**Discussion of General Liability and Public
Officials Liability Insurance Policy**

Mr. Showe stated we have included the cost of general liability and public official liability as part of funding requests 1 and 2, which is later in the agenda. As long as those are approved, we will be able to bind the insurance.

NINTH ORDER OF BUSINESS

Discussion of Accounts Payable

Mr. Showe stated we keep an update of the accounts payable in terms of the outstanding invoices for the District, which are included in the agenda package.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Mackie stated our office will provide an agreement to go along with the website services proposal.

B. Engineer

There being none, the next item followed.

C. Manager

i. Balance Sheet and Income Statement

A copy of the balance sheet and income statement were included in the agenda package.

ii. Consideration of FY Funding Request 1 & 2

Mr. Showe stated funding request no. 1 is through December 31st and funding request no. 2 is through January 5th and includes operating funding for the District for October, November, December and January as well as some additional outstanding invoices for payment. As soon as the Board approves those, we will get those sent out for funding for the District.

Mr. Flint stated we will submit a new funding request each month for 1/12 of the budget.

Mr. Blake stated I believe the check for funding request no. 1 is about \$600 less.

Mr. Flint stated funding request no. 1 included a few invoices from Fiscal Year 2020 and that is why it is a little bit higher than 3/12 of the budget, but we have to get those on the funding request for accounting purposes.

On MOTION by Mr. Blake seconded by Mr. Zagame with all in favor funding request no. 1 in the amount of \$11,147.00 and funding request no. 2 in the amount of \$3,587.92 were approved.

ELEVENTH ORDER OF BUSINESS

Supervisors' Requests

There being none,

On MOTION by Mr. Blake seconded by Mr. Zagame with all in favor the meeting adjourned at 9:14 a.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

RESOLUTION 2021-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF FOUNDERS RIDGE COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE REMOVAL AND APPOINTMENT OF TREASURER AND APPOINTMENT OF ASSISTANT TREASURER OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Founders Ridge Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated within **Lake** County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to provide for the removal and appointment of a Treasurer, and appointment of an Assistant Treasurer.

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

Section 1. Jill Burns is appointed Treasurer effective immediately. Effective immediately, the existing Treasurer, Ariel Lovera, is removed.

Section 2. Katie Costa is appointed Assistant Treasurer effective immediately.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 26TH DAY OF MAY, 2021.

**FOUNDERS RIDGE
COMMUNITY DEVELOPMENT
DISTRICT**

CHAIR/VICE-CHAIR

ATTEST:

SECRETARY/ASSISTANT SECRETARY

SECTION V

RESOLUTION 2021-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOUNDERS RIDGE 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 Founders Ridge 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 FOUNDERS 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: July 27, 2021

HOUR: 9:00 a.m.

LOCATION: City of Minneola City Hall
800 N. US Highway 27
Minneola, FL 34715

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 Lake County and the City of Minneola 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 26TH DAY OF MAY, 2021.

ATTEST:

**FOUNDERS RIDGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

Founders Ridge
Community Development District

Proposed Budget
FY 2022

GMS

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1 General Fund

2-4 General Fund Narrative

Founders Ridge
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2021	Actuals Thru 4/30/21	Projected Next 5 Months	Projected Thru 9/30/21	Proposed Budget FY2022
Revenues					
Developer Contributions	\$ 43,175	\$ 25,185	\$ 17,990	\$ 43,175	\$ 43,175
Total Revenues	\$ 43,175	\$ 25,185	\$ 17,990	\$ 43,175	\$ 43,175
Expenditures					
<i><u>General & Administrative</u></i>					
Supervisors Fees	\$ 4,000	\$ -	\$ 1,800	\$ 1,800	\$ 4,000
FICA Expense	\$ 306	\$ -	\$ 138	\$ 138	\$ 306
Engineering	\$ 2,000	\$ -	\$ -	\$ -	\$ 2,000
Attorney	\$ 6,000	\$ 3,596	\$ 2,405	\$ 6,000	\$ 6,000
Annual Audit	\$ 3,500	\$ -	\$ -	\$ -	\$ 3,500
Management Fees	\$ 15,000	\$ 8,750	\$ 6,250	\$ 15,000	\$ 15,000
Information Technology	\$ 1,000	\$ 583	\$ 417	\$ 1,000	\$ 1,000
Website Maintenance	\$ 1,750	\$ 10	\$ 1,740	\$ 1,750	\$ 1,750
Telephone	\$ 200	\$ -	\$ 83	\$ 83	\$ 200
Postage	\$ 1,000	\$ 2	\$ 417	\$ 419	\$ 1,000
Insurance	\$ 5,625	\$ -	\$ 5,625	\$ 5,625	\$ 5,625
Printing & Binding	\$ 1,000	\$ 54	\$ 417	\$ 470	\$ 1,000
Legal Advertising	\$ 1,000	\$ 195	\$ 417	\$ 612	\$ 1,000
Other Current Charges	\$ 300	\$ 129	\$ 125	\$ 254	\$ 300
Office Supplies	\$ 319	\$ 30	\$ 133	\$ 163	\$ 319
Dues, Licenses, & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Total Expenses	\$ 43,175	\$ 13,523	\$ 19,965	\$ 33,488	\$ 43,175
Excess Revenues/(Expenditures)	\$ -	\$ 11,663	\$ (1,976)	\$ 9,687	\$ -

Founders Ridge
Community Development District
GENERAL FUND BUDGET

REVENUES:

Developer Contributions

The District will enter into a Funding Agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

EXPENDITURES:

Administrative:

Supervisors Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each supervisor for the time devoted to District business and meetings. The amount is based on 3 supervisors attending 12 meetings during the fiscal year.

FICA Expense

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisor checks.

Engineering

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices, etc.

Attorney

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Founders Ridge
Community Development District
GENERAL FUND BUDGET

Annual Audit

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reporting, etc.

Information Technology

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Telephone

Telephone and fax machine.

Postage

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability, public officials' liability and property insurance coverages.

Founders Ridge
Community Development District
GENERAL FUND BUDGET

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Legal Advertising

The District is required to advertise various notices for Board meetings, public hearings, etc in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the fiscal year.

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

SECTION VI

SETTLEMENT AGREEMENT

This Settlement Agreement ("**Agreement**") is made and entered into this ____ day of _____, 2021, by and between:

Founders Ridge Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Minneola, Florida (hereinafter "**District**"), and

Founders Ridge Development, LLC, a Delaware limited liability company and a landowner in the District with an address of 1990 Main Street, Suite 801, Sarasota, Florida 34236; and

Founders Ridge Development II, LLC, a Florida limited liability company and a landowner in the District with an address of 1990 Main Street, Suite 801, Sarasota, Florida 34236 (collectively with Founders Ridge Development, LLC, (the "**Landowner**" and together with the District, the "**Parties**").

RECITALS

WHEREAS, the District was established by an ordinance adopted by the City Council of the City of Minneola, Florida for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, by written agreement of the Parties, the Landowner previously agreed to fund the District's annual activities, operations and services set forth in the District's annual Operations and Maintenance Budgets in lieu of the District annually levying non ad valorem assessments on lands owned by the Landowner; and

WHEREAS, as of the date hereof, certain fees, costs and expenses of the District owed by the Landowner through the Fiscal Year ending September 30, 2020, remain delinquent in the total outstanding amount of One Hundred Fifty-Four Thousand Nine Hundred Eighty-Eight Dollars and Eighty-Four Cents (\$154,988.84) ("**Delinquent Expenses**"); and

WHEREAS, the Parties desire to enter into this Agreement setting forth the terms and conditions upon which full satisfaction of the Delinquent Expenses will be recognized by the District.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. LANDOWNER OBLIGATIONS. Landowner covenants and agrees to pay, and the District agrees to accept, One Hundred Ten Thousand Dollars (\$110,000.00) (the "**Settlement**

Amount") as full satisfaction of payment of the Delinquent Expenses. Payments shall be made directly to the District in three equal annual installments ("**Installment Payments**") of Thirty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$36,666.67). Installment Payments are due on June 30, 2021, June 30, 2022, and June 30, 2023. District agrees to provide written notice to Landowner of any Installment Payments not received by the District by the required date. Landowner's failure to make any Installment Payment within ten (10) days of actual receipt of such written notice shall cause the full balance of the Delinquent Expenses to become immediately due and payable. Any change in professional firms retained by the District shall not affect the Landowner's obligations set forth in this paragraph. Landowner remains responsible for funding the District's operations and maintenance expenses for Fiscal Year 2020/2021 pursuant to that certain *Founders Ridge Community Development District Fiscal Year 2020/2021 Funding Agreement*, dated January 8, 2021, which are not included in the Settlement Amount.

2. **DISTRICT OBLIGATIONS.** The District covenants and agrees that upon receipt of each Installment Payment as described herein, the District shall apply the funds received to the payment of a portion of the Delinquent Expenses. Upon timely receipt of all three Installment Payments, or the full value of the Settlement Amount, the District warrants and represents that Landowner will have satisfied all amounts owed to the District with respect to the Delinquent Expenses.¹ District agrees to prepare, execute and record satisfactions of any and all liens associated with the Delinquent Expenses, including the lien recorded in the Official Records of Lake County on September 25, 2019 at Book 5346, Page 2482, within twenty (20) days of District's receipt of the full Settlement Amount.

3. **LIMITED MUTUAL RELEASES.** Upon completion of the items described in Paragraphs 1 and 2 above, the District and the Landowner shall be deemed to have forever released and discharged each other and their current and former officers, directors, agents, staff, employees, attorneys, predecessors, successors and assigns of and from any and all liens, claims, counter-claims, demands, rights, obligations, liabilities, damages, costs, including attorneys' fees and costs, and causes of action whether existing now or in the future solely under this Agreement (i.e. the Delinquent Expenses), including the lien associated with the Delinquent Expenses recorded in the Official Records of Lake County, Book 5346, Page 2482.

4. **COVENANT NOT TO SUE.** Each Party hereby covenants and agrees never to commence, or in any manner prosecute against any other Party or their current and former officers, directors, agents, staff, employees, attorneys, predecessors, successors and assigns, any claim or legal action or other proceeding based in whole or in part upon the Parties' claims released in Paragraph 3 of this Agreement (i.e. the Delinquent Expenses), as described above, with the exception of the right to seek enforcement of this Agreement.

¹ District states that certain creditors of the District will receive reduced payments for outstanding invoices as a result of this Agreement, but to the extent possible, such creditors have acknowledged and agreed verbally or in writing to such reduced payments. District agrees to maintain proof of such creditors' agreement to such reduced payments and to provide such proof to Landowner within a reasonable time of Landowner's written request for the same.

5. DEFAULT AND REMEDIES. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

6. ENFORCEMENT. In the event of default in payment by the Landowner, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for the County or may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Landowner's real property within the District, for collection either through the Uniform Method of Collection set forth in Chapter 197, *Florida Statutes*, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the County property appraiser. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

8. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

9. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

10. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to District: Founders Ridge Community Development District
219 E. Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
Post Office Box 6526 (32314)
119 South Monroe Street, Suite 300 (32301)
Tallahassee, Florida
Attn: Tucker F. Mackie

If to the Landowner: Avid Hunter Management, Inc.
1990 Main Street, Suite 801
Sarasota, Florida 34236
Attn: Klaus Gondert, President

With a copy to: Cope, Zebro & Crawford, P.L.
14020 Roosevelt Blvd, Suite 802
Clearwater, Florida
Attn: Donald H. Crawford II

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

11. THIRD PARTY RIGHTS. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

12. TRANSFER OF PROPERTY; DISSOLUTION OF DISTRICT. In the event the Landowner sells or otherwise disposes of seventy five percent (75%) or more its business or its lands within the District prior to the payment of the final Installment Payment, the entire balance of the Settlement Amount shall become immediately due and payable. If the balance due is not paid to the District within fifteen (15) days of the date of the business or land transfer, the balance of the Delinquent Expenses shall be immediately due and payable by the Landowner. In the event the Landowner sells or otherwise disposes less than seventy five percent (75%) or more its business or its lands within the District prior to the payment of the final Installment Payment, the Landowner is still obligated to make all Installment Payments as set forth in section 1 herein, regardless of sale or disposition; however, nothing herein shall prevent the Landowner from apportioning the Settlement Amount amongst the Landowner parties or third parties through private agreement. The Landowner agrees not to pursue dissolution of the District unless the Settlement Amount has been paid in full.

13. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

14. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

15. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties hereto.

16. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

17. PUBLIC RECORDS. The Parties understand and agree that all documents of any kind provided to the District or Landowner in connection with this Agreement may be public records and treated as such in accordance with Florida law.

18. FURTHER ASSURANCES. The Parties agree to execute, acknowledge, deliver and record such certificates, amendments, instruments, and documents, and to take such other action, as may be reasonably necessary to carry out the intent and purposes of this Agreement.

19. SOVEREIGN IMMUNITY. Landowner agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or law.

20. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

21. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:

**FOUNDERS RIDGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

Witness:

FOUNDERS RIDGE DEVELOPMENT, LLC, a
Delaware limited liability company

By: Avid Hunter Ltd., its Manager
By: Avid Hunter Management, Inc., its
General Partner

(Print Name)

By: _____

Name: Klaus Gondert, President

Witness:

FOUNDERS RIDGE DEVELOPMENT II, LLC, a
Florida limited liability company

By: Avid Hunter Ltd., its Manager
By: Avid Hunter Management, Inc., its
General Partner

(Print Name)

By: _____

Name: Klaus Gondert, President

SECTION VII



Company ID Number: 1634040

**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 Founders 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. 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

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.

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,

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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.



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Approved by:

Employer Founders Ridge Community Development District	
Name (Please Type or Print) Darren De Santis	Title
Signature Electronically Signed	Date 01/26/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/26/2021



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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Founders Ridge Community Development District
Company Facility Address	219 E. Livingston St Orlando, FL 32801
Company Alternate Address	
County or Parish	ORANGE
Employer Identification Number	260362429
North American Industry Classification Systems Code	925
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1



Company ID Number: 1634040

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA

1 site(s)



Company ID Number: 1634040

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

Name Kelly Adams
Phone Number (865) 717 - 7700
Fax Number
Email Address kadams@gmstnn.com

Name Darren A De Santis
Phone Number (954) 721 - 8681 ext. 208
Fax Number
Email Address ddesantis@gmssf.com

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SECTION X

SECTION C

SECTION 1

Founders Ridge
Community Development District

Unaudited Financial Reporting
April 30, 2021

GMS

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Founders Ridge
Community Development District
Combined Balance Sheet
April 30, 2021

		<i>General Fund</i>
Assets:		
Cash	\$	11,530
Due From Developer	\$	161,071
Total Assets	\$	172,601
Liabilities:		
Accounts Payable	\$	144,009
Total Liabilities	\$	144,009
Fund Balances:		
Unassigned	\$	28,593
Total Fund Balances	\$	28,593
Total Liabilities & Fund Balance	\$	172,601

Founders Ridge
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending April 30, 2021

	Adopted Budget	Prorated Budget Thru 04/30/21	Actual Thru 04/30/21	Variance
Revenues				
Developer Contributions	\$ 43,175	\$ 25,185	\$ 25,185	\$ -
Total Revenues	\$ 43,175	\$ 25,185	\$ 25,185	\$ -
Expenditures:				
General & Administrative:				
Supervisors Fees	\$ 4,000	\$ 2,333	\$ -	\$ 2,333
FICA Expense	\$ 306	\$ 179	\$ -	\$ 179
Engineering	\$ 2,000	\$ 1,167	\$ -	\$ 1,167
Attorney	\$ 6,000	\$ 3,500	\$ 3,596	\$ (96)
Annual Audit	\$ 3,500	\$ 3,500	\$ -	\$ 3,500
Management Fees	\$ 15,000	\$ 8,750	\$ 8,750	\$ -
Information Technology	\$ 1,000	\$ 583	\$ 583	\$ 0
Website Maintenance	\$ 1,750	\$ 1,021	\$ 10	\$ 1,011
Telephone	\$ 200	\$ 117	\$ -	\$ 117
Postage	\$ 1,000	\$ 583	\$ 2	\$ 581
Insurance	\$ 5,625	\$ 3,281	\$ -	\$ 3,281
Printing & Binding	\$ 1,000	\$ 583	\$ 54	\$ 530
Legal Advertising	\$ 1,000	\$ 583	\$ 195	\$ 388
Other Current Charges	\$ 300	\$ 175	\$ 129	\$ 47
Office Supplies	\$ 319	\$ 186	\$ 30	\$ 156
Dues, Licenses, & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total Expenditures	\$ 43,175	\$ 26,717	\$ 13,523	\$ 13,194
Excess Revenues (Expenditures)	\$ -		\$ 11,663	
Fund Balance - Beginning	\$ -		\$ 16,930	
Fund Balance - Ending	\$ -		\$ 28,593	

Founders Ridge Community Development District Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Revenues													
Developer Contributions	\$ 3,598	\$ 3,598	\$ 3,598	\$ 3,598	\$ 3,598	\$ 3,598	\$ 3,598	\$ 3,598	\$ -	\$ -	\$ -	\$ -	\$ 25,185
Total Revenues	\$ 3,598	\$ 3,598	\$ 3,598	\$ 3,598	\$ 3,598	\$ 3,598	\$ 3,598	\$ 3,598	\$ -	\$ -	\$ -	\$ -	\$ 25,185
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FICA Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attorney	\$ 335	\$ 1,307	\$ 525	\$ 1,430	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,596
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ -	\$ -	\$ -	\$ -	\$ 8,750
Information Technology	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ -	\$ -	\$ -	\$ -	\$ 583
Website Maintenance	\$ 10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 1	\$ -	\$ 1	\$ -	\$ -	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing & Binding	\$ -	\$ -	\$ 14	\$ -	\$ 40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54
Legal Advertising	\$ (69)	\$ -	\$ 264	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 195
Other Current Charges	\$ 15	\$ 15	\$ 15	\$ 42	\$ 15	\$ 15	\$ -	\$ 27	\$ -	\$ -	\$ -	\$ -	\$ 129
Office Supplies	\$ 0	\$ -	\$ 15	\$ -	\$ 15	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30
Dues, Licenses, & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total Expenditures	\$ 1,799	\$ 2,655	\$ 2,167	\$ 2,805	\$ 1,403	\$ 1,334	\$ 1,360	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,523
Excess Revenues (Expenditures)	\$ 1,799	\$ 943	\$ 1,431	\$ 793	\$ 2,195	\$ 2,264	\$ 2,238	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,663

**Founders Ridge Community Development District
Developer Contributions/Due from Developer**

Funding Request #	Funding Request Date	Funding Received Date	Check Amount	Total Funding Request	General Fund Portion (FY13)	General Fund Portion (FY14)	General Fund Portion (FY15)	General Fund Portion (FY16)	General Fund Portion (FY17)	General Fund Portion (FY18)	General Fund Portion (FY19)	General Fund Portion (FY20)	General Fund Portion (FY21)	Over and Over (short) Balance Due
12	9/10/12	2/21/13	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00									\$ -
FY2013														
1-Revised	4/12/2013	8/10/10/15	\$ 6,105.17	\$ 12,190.89	\$ 12,190.89									\$ -
2	3/12/13			\$ 1,426.53	\$ 1,426.53									\$ 6,085.82
3	4/11/13			\$ 1,335.51	\$ 1,335.51									\$ 1,426.53
4	5/13/13			\$ 2,067.63	\$ 2,067.63									\$ 1,335.51
5	7/12/13			\$ 1,881.08	\$ 1,881.08									\$ 2,067.63
6	8/14/13			\$ 1,541.22	\$ 1,541.22									\$ 1,881.08
7	9/16/13			\$ 7,028.33	\$ 7,028.33	\$ 5,190.00								\$ 1,541.22
FY2014														
1	10/15/13			\$ 1,433.17	\$ 72.50	\$ 1,360.67								\$ 7,028.33
2	11/15/13			\$ 2,084.09	\$ 320.00	\$ 1,764.09								\$ -
3	12/13/13			\$ 1,484.77		\$ 1,484.77								\$ 1,433.17
4	1/15/14			\$ 1,333.33		\$ 1,333.33								\$ 2,084.09
5	2/13/14			\$ 1,334.52		\$ 1,334.52								\$ 1,484.77
6	3/13/14			\$ 1,469.56		\$ 1,469.56								\$ 1,333.33
7	4/14/14			\$ 1,333.33		\$ 1,333.33								\$ 1,334.52
8	5/15/14			\$ 1,454.94		\$ 1,454.94								\$ 1,469.56
9	6/16/14			\$ 2,815.74		\$ 2,815.74								\$ 1,333.33
10	7/15/14			\$ 2,057.73		\$ 2,057.73								\$ 1,454.94
11	8/14/14			\$ 2,455.15		\$ 2,455.15								\$ 2,815.74
12	9/16/14			\$ 2,313.32		\$ 2,313.32								\$ 2,057.73
FY2015														
1	10/16/14			\$ 1,415.05		\$ 78.50	\$ 1,336.55							\$ 2,455.15
2	11/17/14			\$ 1,545.70		\$ 1,545.70								\$ 2,313.32
3	12/15/14			\$ 1,333.33		\$ 1,333.33								\$ 1,415.05
4	1/15/15			\$ 1,334.15		\$ 1,334.15								\$ 1,545.70
5	2/11/15			\$ 1,335.59		\$ 1,335.59								\$ 1,333.33
6	3/12/15			\$ 1,333.33		\$ 1,333.33								\$ 1,334.15
7	4/16/15			\$ 1,429.69		\$ 1,429.69								\$ 1,335.59
8	5/13/15			\$ 1,333.33		\$ 1,333.33								\$ 1,429.69
9	6/1/15			\$ 2,013.44		\$ 2,013.44								\$ 1,333.33
10	7/15/15			\$ 2,009.20		\$ 2,009.20								\$ 2,013.44
11	8/12/15			\$ 1,333.33		\$ 1,333.33								\$ 2,009.20
12	9/8/15			\$ 1,333.33		\$ 1,333.33								\$ 1,333.33
FY2016														
1	10/14/15			\$ 2,297.63		\$ 760.03	\$ 1,537.60							\$ 1,333.33
2	11/17/15			\$ 1,670.61		\$ 318.00	\$ 1,352.61							\$ 2,297.63
3	12/14/15			\$ 1,480.40		\$ -	\$ 1,480.40							\$ 1,670.61
4	1/13/16			\$ 1,333.33		\$ -	\$ 1,333.33							\$ 1,480.40
5	2/16/16			\$ 1,339.48		\$ -	\$ 1,339.48							\$ 1,333.33
6	3/15/16			\$ 1,333.33		\$ -	\$ 1,333.33							\$ 1,339.48
7	4/12/16			\$ 1,448.45		\$ -	\$ 1,448.45							\$ 1,333.33
8	5/13/16			\$ 1,987.57		\$ -	\$ 1,987.57							\$ 1,448.45
9	6/14/16			\$ 1,334.63		\$ -	\$ 1,334.63							\$ 1,987.57
10	7/13/16			\$ 1,473.83		\$ -	\$ 1,473.83							\$ 1,334.63
11	8/16/16			\$ 2,736.33		\$ -	\$ 2,736.33							\$ 1,473.83
12	9/20/16			\$ -		\$ -	\$ -							\$ 2,736.33

**Founders Ridge Community Development District
Developer Contributions/Due from Developer**

Funding Request #	Funding Request Date	Funding Received Date	Check Amount	Total Funding Request	General Fund Portion (FY13)	General Fund Portion (FY14)	General Fund Portion (FY15)	General Fund Portion (FY16)	General Fund Portion (FY17)	General Fund Portion (FY18)	General Fund Portion (FY19)	General Fund Portion (FY20)	General Fund Portion (FY21)	Over and (short) Balance Due
FY2017														
1-Revised	10/20/16			\$ 1,825.25	\$ -	\$ -	\$ -	\$ 285.75	\$ 1,539.50	\$ -	\$ -	\$ -	\$ -	\$ 1,825.25
2	11/18/16			\$ 1,640.24	\$ -	\$ -	\$ -	\$ 305.50	\$ 1,334.74	\$ -	\$ -	\$ -	\$ -	\$ 1,640.24
3	12/18/16			\$ 1,336.38	\$ -	\$ -	\$ -	\$ -	\$ 1,336.38	\$ -	\$ -	\$ -	\$ -	\$ 1,336.38
4	1/31/17			\$ 1,538.81	\$ -	\$ -	\$ -	\$ -	\$ 1,538.81	\$ -	\$ -	\$ -	\$ -	\$ 1,538.81
5	2/17/17			\$ 1,618.83	\$ -	\$ -	\$ -	\$ -	\$ 1,618.83	\$ -	\$ -	\$ -	\$ -	\$ 1,618.83
6	3/31/17			\$ 1,336.01	\$ -	\$ -	\$ -	\$ -	\$ 1,336.01	\$ -	\$ -	\$ -	\$ -	\$ 1,336.01
7	4/11/17			\$ 1,335.30	\$ -	\$ -	\$ -	\$ -	\$ 1,335.30	\$ -	\$ -	\$ -	\$ -	\$ 1,335.30
8	5/24/17			\$ 2,190.83	\$ -	\$ -	\$ -	\$ -	\$ 2,190.83	\$ -	\$ -	\$ -	\$ -	\$ 2,190.83
9	6/30/17			\$ 1,569.97	\$ -	\$ -	\$ -	\$ -	\$ 1,569.97	\$ -	\$ -	\$ -	\$ -	\$ 1,569.97
10	7/26/17			\$ 1,339.25	\$ -	\$ -	\$ -	\$ -	\$ 1,339.25	\$ -	\$ -	\$ -	\$ -	\$ 1,339.25
11	8/23/17			\$ 1,667.18	\$ -	\$ -	\$ -	\$ -	\$ 1,667.18	\$ -	\$ -	\$ -	\$ -	\$ 1,667.18
12	9/20/17			\$ 2,527.37	\$ -	\$ -	\$ -	\$ -	\$ 2,527.37	\$ -	\$ -	\$ -	\$ -	\$ 2,527.37
FY2018														
1	10/18/17			\$ 1,617.00	\$ -	\$ -	\$ -	\$ -	\$ 82.31	\$ 1,534.69	\$ -	\$ -	\$ -	\$ 1,617.00
2	11/20/17			\$ 1,529.44	\$ -	\$ -	\$ -	\$ -	\$ 185.00	\$ 1,344.44	\$ -	\$ -	\$ -	\$ 1,529.44
3	12/21/17			\$ 1,850.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,850.83	\$ -	\$ -	\$ -	\$ 1,850.83
4	1/29/18			\$ 1,404.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,404.33	\$ -	\$ -	\$ -	\$ 1,404.33
5	2/13/18			\$ 1,334.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,334.58	\$ -	\$ -	\$ -	\$ 1,334.58
6	3/28/18			\$ 1,333.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,333.83	\$ -	\$ -	\$ -	\$ 1,333.83
7	4/27/18			\$ 1,333.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,333.33	\$ -	\$ -	\$ -	\$ 1,333.33
8	5/30/18			\$ 2,478.03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,478.03	\$ -	\$ -	\$ -	\$ 2,478.03
9	6/27/18			\$ 1,799.22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,799.22	\$ -	\$ -	\$ -	\$ 1,799.22
10	7/27/18			\$ 3,622.73	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,622.73	\$ -	\$ -	\$ -	\$ 3,622.73
11	8/23/18			\$ 1,349.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,349.02	\$ -	\$ -	\$ -	\$ 1,349.02
12	9/24/18			\$ 2,342.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,342.86	\$ -	\$ -	\$ -	\$ 2,342.86
FY2019														
1	10/12/18			\$ 1,715.16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 359.50	\$ 1,355.66	\$ -	\$ -	\$ 1,715.16
2	11/29/18			\$ 2,409.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 540.50	\$ 1,868.98	\$ -	\$ -	\$ 2,409.48
3	1/31/19			\$ 1,453.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,453.20	\$ -	\$ -	\$ 1,453.20
4	1/31/19			\$ 1,335.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,335.33	\$ -	\$ -	\$ 1,335.33
5	2/28/19			\$ 1,336.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,336.36	\$ -	\$ -	\$ 1,336.36
6	3/20/19			\$ 1,333.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,333.33	\$ -	\$ -	\$ 1,333.33
7	4/10/19			\$ 96.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96.00	\$ -	\$ -	\$ 96.00
8	5/24/19			\$ 1,088.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,088.90	\$ -	\$ -	\$ 1,088.90
9 - Voided	5/24/19			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	8/22/19			\$ 645.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 645.90	\$ -	\$ -	\$ 645.90
11	9/16/19			\$ 252.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 252.50	\$ -	\$ -	\$ 252.50
FY2020														
1	10/25/19			\$ 274.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99.00	\$ 175.00	\$ -	\$ 274.00
2	11/18/19			\$ 412.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 412.00	\$ -	\$ -	\$ 412.00
3	12/15/19			\$ 889.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 889.50	\$ -	\$ 889.50
4	1/24/20			\$ 70.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70.50	\$ -	\$ 70.50
5	3/31/20			\$ 16,144.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,998.98	\$ 8,144.98	\$ -	\$ 16,144.96
6	4/24/20			\$ 1,333.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,333.33	\$ -	\$ 1,333.33
7	5/29/20			\$ 1,481.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,481.76	\$ -	\$ 1,481.76
8	6/30/20			\$ 1,452.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,452.33	\$ -	\$ 1,452.33
9	7/29/20			\$ 1,981.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,981.08	\$ -	\$ 1,981.08
10	8/31/20			\$ 1,374.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,374.33	\$ -	\$ 1,374.33
11	9/29/20			\$ 1,587.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,587.33	\$ -	\$ 1,587.33
FY2021														
1	12/31/20	2/1/21	\$ 11,147.00	\$ 11,147.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 353.24	\$ 10,793.76	\$ -
2	1/5/21	2/1/21	\$ 3,597.92	\$ 3,597.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,597.92	\$ -
3	2/22/21	2/16/21	\$ 3,597.92	\$ 3,597.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,597.92	\$ -
4	3/22/21	3/23/21	\$ 3,597.92	\$ 3,597.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,597.92	\$ -
5	4/1/21	4/22/21	\$ 3,597.92	\$ 3,597.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,597.92	\$ -
Due from Developer														
			\$ 36,643.85	\$ 197,714.81	\$ 27,713.79	\$ 28,415.65	\$ 18,749.00	\$ 19,283.14	\$ 19,610.48	\$ 22,627.89	\$ 19,287.14	\$ 18,843.39	\$ 25,185.44	\$ 161,071.06
Total Developer Contributions FY21				\$ 25,185.44										

*FY13 Portion of Funding Request

SECTION 2

Founders Ridge

Community Development District

Funding Request FY21 #3

February 2, 2021

General Fund

FY2021

Payee			
1	FY21 - February 2021 O&M Funding	\$	3,597.92
		\$	3,597.92
Total:		\$	3,597.92

Please make check payable to:

Founders Ridge CDD

6200 Lee Vista Boulevard

Suite 300

Orlando, FL 32822

Founders Ridge

Community Development District

Funding Request FY21 #4

March 2, 2021

General Fund

FY2021

Payee			
1	FY21 - March 2021 O&M Funding	\$	3,597.92
		\$	3,597.92
		Total:	\$ 3,597.92

Please make check payable to:

Founders Ridge CDD

6200 Lee Vista Boulevard

Suite 300

Orlando, FL 32822

Founders Ridge

Community Development District

Funding Request FY21 #5
April 1, 2021
General Fund
FY2021

Payee			
1	FY21 - April 2021 O&M Funding	\$	3,597.92
		\$	3,597.92
		Total:	\$ 3,597.92

Please make check payable to:

Founders Ridge CDD
6200 Lee Vista Boulevard
Suite 300
Orlando, FL 32822

Founders Ridge

Community Development District

Funding Request FY21 #6

May 18, 2021

General Fund

FY2021

Payee			
1	FY21 - May 2021 O&M Funding	\$	3,597.92
		\$	3,597.92
Total:		\$	3,597.92

Please make check payable to:

Founders Ridge CDD

6200 Lee Vista Boulevard

Suite 300

Orlando, FL 32822

SECTION 3



1898 E. Burleigh Blvd. • P.O. Box 457 • Tavares, FL 32778 P 352-343-9734 F 352-343-3605 E Hays@lakevotes.com

April 26, 2021

Lauren Vanderveer, Recording Secretary
219 E Livingston St
Orlando FL 32801

Re: District Counts

The number of registered voters within the Founders Ridge Community Development District as of April 15, 2021 is 0.

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

Sincerely,

A handwritten signature in black ink that reads "D. Alan Hays".

D. Alan Hays
Lake County Supervisor of Elections

OUR COMMITMENT

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

AUDIT COMMITTEE MEETING

SECTION III

SECTION A

**FOUNDERS RIDGE COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

Annual Audit Services for Fiscal Year 2021
Lake County, Florida

INSTRUCTIONS TO PROPOSE

SECTION 1. DUE DATE. Sealed proposals must be received no later than **Monday, July 12, 2021, at 2:00 P.M.**, at the offices of District Manager, located 219 East Livingston Street, Orlando, FL 32801. Proposals will be publicly opened at that time.

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

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

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

SECTION 5. SUBMISSION OF PROPOSAL. Submit seven (7) copies and one (1) electronic copy of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services - Founders Ridge Community Development District" on the face of it.

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

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

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

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

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

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

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

- A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed: list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal for Fiscal Year 2021, 2022, 2023, 2024, 2025. The District intends to enter into five (5) separate one-year agreements.
- E. Provide a proposed schedule for performance of the audit.

SECTION 13. PROTESTS. Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after the receipt of the documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.

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

AUDITOR SELECTION EVALUATION CRITERIA

1. *Ability of Personnel.*

(20 Points)

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

2. *Proposer's Experience.*

(20 Points)

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

3. *Understanding of Scope of Work.*

(20 Points)

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

4. *Ability to Furnish the Required Services.*

(20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required (E.g. the existence of any natural disaster plan for business operations).

5. *Price.*

(20 Points)

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

SECTION B

**FOUNDERS RIDGE
COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Founders Ridge Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the **Fiscal Year ending September 30, 2021, with an option for four additional annual renewals.** The District is a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in **Lake** County and has a general administrative operating fund.

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

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

Proposers must provide seven (7) copies and one (1) electronic copy of their proposal to GMS - CF, LLC, District Manager, 219 East Livingston Street, Orlando, FL 32801, telephone (407) 841-5524, in an envelope marked on the outside "**Auditing Services - Founders Ridge Community Development District.**" Proposals must be received by **Monday, July 12, 2021, 2:00 P.M.,** at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

George Flint
Governmental Management Services - Central Florida, LLC
District Manager