



**VERONA WALK
COMMUNITY DEVELOPMENT
DISTRICT**

**COLLIER COUNTY
REGULAR BOARD MEETING
MARCH 18, 2021
10:00 A.M.**

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.veronawalkcdd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
VERONA WALK COMMUNITY DEVELOPMENT DISTRICT
Town Center at Verona Walk - Rear Walkway Overlooking Pavilion
8090 Sorrento Lane
Naples, Florida 34114

Due to Covid Restrictions, Masks and Social Distancing is Required.
Audience participation is Encouraged Via Conference Call
***Dial In (877) 402-9753 Access Code 1811087**

REGULAR BOARD MEETING

March 18, 2021
10:00 a.m.

- A. Call to Order
- B. Pledge of Allegiance
- C. Proof of Publication.....Page 1
- D. Establish Quorum
- E. Additions or Deletions to Agenda
- F. Comments from the Public
- G. Approval of Minutes
 - 1. February 18, 2020 Regular Board Meeting.....Page 2
- H. New Business
 - 1. Discussion Regarding Fish Kill
 - 2. Consider Resolution No. 2021-01 – E-Verify Memorandum of Understanding.....Page 8
- I. Old Business
 - 1. Update Regarding the Operation Systems & Future Maintenance of Ponds 1 & 2
 - 2. Update Regarding Action on Irrigation Floats in the Ponds
 - 3. Update on Shoreline Restoration Repairs
- J. Administrative Matters
 - 1. District Attorney Update
 - 2. District Engineer Update
 - a. Update from District Engineer Regarding the Impact of the New Construction North of VW on Sheet Flow, Ground Water and Aquifers
 - 3. Field Inspector Update
 - 4. District Manager Update
 - a. Financials.....Page 25
- K. Board Members Comments
 - 1. Discussion Regarding Littoral Plantings
 - 2. Discussion Regarding how to Improve the CDD Communications with Residents
- L. Adjourn

Naples Daily News

PART OF THE USA TODAY NETWORK

Published Daily
Naples, FL 34110

VERONA WALK COMMUNITY DEV.
2501 A BURNS RD

PALM BEACH GARDENS, FL 33410

Affidavit of Publication

STATE OF WISCONSIN
COUNTY OF BROWN

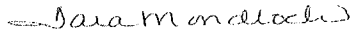
Before the undersigned they serve as the authority, personally appeared said legal clerk who on oath says that he/she serves as **Legal Clerk** of the Naples Daily News, a daily newspaper published at Naples, in Collier County, Florida; distributed in Collier and Lee counties of Florida; that the attached copy of the advertising was published in said newspaper on dates listed. Affiant further says that the said Naples Daily News is a newspaper published at Naples, in said Collier County, Florida, and that the said newspaper has heretofore been continuously published in said

Collier County, Florida; distributed in Collier and Lee counties of Florida, each day and has been entered as second class mail matter at the post office in Naples, in said Collier County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Published: 10/06/2020



Subscribed and sworn to before on October 6, 2020:



Notary, State of WI, County of Brown

TARA MONDLOCH
Notary Public
State of Wisconsin

My commission expires August 6, 2021

Publication Cost: \$427.00
Ad No: 0004401300
Customer No: 1308371
PO #:

of Affidavits 1

This is not an invoice

VERONA WALK COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2020/2021 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Verona Walk Community Development District will hold Regular Meetings at 10:00 a.m. in the Town Center at Verona Walk located at 8090 Sorrento Lane, Naples, Florida 34114, on the following dates:

- October 15, 2020
- November 19, 2020
- December 17, 2020
- January 21, 2021
- February 18, 2021
- March 18, 2021
- April 15, 2021
- May 20, 2021
- June 17, 2021
- July 15, 2021
- August 19, 2021
- September 16, 2021

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at (239) 444-5790 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or more Supervisors may participate by telephone; therefore, at the location of these meetings there will be a speaker telephone present so that interested persons can attend the meetings at the above location and be fully informed of the discussions taking place either in person or by telephone communication. Said meetings may be continued as found necessary to a date and time certain as stated on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (239) 444-5790 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

VERONA WALK COMMUNITY DEVELOPMENT DISTRICT

www.veronawalkcdd.org
Pub Date: Oct 6, 2020

#4401300

**VERONA WALK COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING**

Due to Covid restrictions, masks and social distancing was required.

Audience participation was encouraged via conference call.

Dial In (877) 402-9753 Access Code 1811087

FEBRUARY 18, 2021

A. CALL TO ORDER

The February 18, 2021, Regular Board Meeting of the Verona Walk Community Development District was called to order at 10:14 a.m. at the rear walkway overlooking the Pavilion at the Town Center at Verona Walk located at 8090 Sorrento Lane, Naples, Florida 34114.

B. PLEDGE OF ALLEGIANCE

C. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Naples Daily News* on October 6, 2020, as legally required.

D. ESTABLISH A QUORUM

It was determined that the attendance of the following Supervisors constituted a quorum and it was in order to proceed with the meeting:

Supervisor	Jack Hogan	Present
Supervisor	Patrick Clifford	Present
Supervisor	Marilyn Czubkowski	Present
Supervisor	Peter Monti	Present
Supervisor	Richard Dombal	Present

Staff members in attendance were:

District Manager	Kathleen Meneely	Special District Services, Inc.
General Counsel	Greg Urbancic	Coleman Yovanovich Koester
District Engineer	Terry Cole	Hole Montes, Inc.
Field Inspector	Bohdan Hirniak	

Also present were Christine Briggs, Roger Roy, Joe Waite, John Kajmowicz, Ken Muckenhaupt, Mike Lawther, Allie Delventhal, Diana Kunz, Armond Fusco, Joe Contaldi, Herb Czesehin. Present over the phone were: Debbie DiBlasie and Frank Borwick.

E. ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Hogan asked that the Board adopt a policy to limit comments from the public to 3 minutes. There was a consensus of the Board to do so.

Ms. Meneely pointed out that Item 8 under New Business was added since the agenda books were printed, but it was been handed out and had been added to the online agenda.

F. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

Mr. Fusco stated that he was a fisherman, but sees no fish. Mr. Hirniak stated that he sees a lot of people fishing and they all say they are happy with what they are catching. Mr. Dombal noted that he had not seen fish, but was catching them in deeper water.

G. APPROVAL OF MINUTES

1. November 19, 2020, Regular Board Meeting

The November 19, 2020, Regular Board Meeting minutes were presented for approval.

Ms. Czubkowski noted on Page 1 Item D that it was Ms. Czubkowski's resignation, not Ms. Cucinella's. It should read "A motion was made by Ms. Cucinella, seconded by Mr. Clifford and passed 4 to 0, accepting Ms. Czubkowski's resignation".

Mr. Monti indicated on Page 2, Paragraph 4, it was Mr. Monti who made the motion, seconded by Ms. Czubkowski and passed 4 to 0, appointing Mr. Hogan to Seat #4."

A **motion** was made by Ms. Czubkowski, seconded by Mr. Monti and passed unanimously approving the minutes of the November 19, 2020, Regular Board Meeting, as amended.

H. OLD BUSINESS

There were no Old Business items to come before the Board.

I. NEW BUSINESS

1. Discussion Regarding the Operation Systems and Future Maintenance of Ponds 1 & 2

Mr. Hirniak gave a history on the entry lakes and stated that the CDD was given jurisdiction and maintenance of the front ponds for stormwater. He indicated that repairs for the pumps were needed. Mr. Cole added that there was no proposal for these repairs as of yet. He went on to state that contractors were very busy right now and he may have a proposal for the next meeting. Mr. Urbancic added that there were no records of equipment, including those of the pumps and fountains. Mr. Clifford stated that he thought the CDD was not responsible for the fountains. Mr. Hogan noted that one of the original fountains were replaced without using the District pumps. Mr. Hirniak advised that the pumps circulate the lake. Mr. Hogan stated that it was expensive to replace one pump and the controller was operating extremely hot. Ms. Czubkowski stated that she does not think the CDD was paying for electricity of the pumps and fountains and that it had always been paid for by the HOA. She furthered that it should have been the HOA's responsibility to get the pump fixed through insurance. There was a general discussion on the fountains and pumps and Mr. Hogan stated he would go over with community manager Ashley Diaz to find out who owns what. Mr. Clifford

reiterated the minutes, which stated that the HOA should keep the fountains and that the water features are the responsibility of the HOA. He added that he is not opposed to taking over the pumps if they are required for stormwater responsibilities. Mr. Monti added that, in summary, it seems that the functions got separated; the circulatory system is to maintain the health of the pond and the fountains still belong to the HOA. Ms. Czubkowski stated that the front ponds were for appearance only and she does not feel the pumps are needed. Mr. Cole stated that the main entry and adjacent streets drain into Lake 7.

A **motion** was made by Mr. Monti, seconded by Ms. Czubkowski and passed unanimously to continue to pursue a budget for the repairs without committing and for Mr. Hogan to have conversations with Ashley Diaz regarding ownership issues.

2. Discussion Regarding Action on Irrigation Floats in the Ponds

Mr. Hirniak gave the background on the irrigation floats and Mr. Clifford opined that he was opposed to them. Mr. Hirniak advised that he had been in contact with Chris Ramsey, a contractor for the HOA who is handling landscaping issues, regarding the District's displeasure with the appearance of the floats and Mr. Ramsey responded that it was between both boards. Mr. Hogan stated that the District owns the lakes and the HOA never contacted the CDD regarding the floats; they can design another system and get rid of the floats. Mr. Monti stated that as the water levels drop, the Board's discussion was to put the pipes at a fixed height above the bottom of the lake. He asked if a demand letter had been written and Mr. Hogan advised that it had not gone that far and the District was in research mode. Ms. Czubkowski asked how many of the floats were in existence to which Mr. Hirniak identified the locations of three such floats.

A **motion** was made by Mr. Clifford, seconded by Ms. Czubkowski and passed unanimously directing the Chairman to write to the HOA asking to discuss the ramifications of taking out the floats.

3. Discussion Regarding Action on Pond Spraying

Ms. Czubkowski requested an update on the spraying. Mr. Hirniak stated that it was an ongoing typical process for aquatic weed control. He went over torpedo grass and spike rush spraying and stated that he had not yet seen anything excessive. He went over the decomposing of the grasses and added that it was a natural process and the treatments were budgeted annually. Mr. Contaldi stated that once the grass died, it lies in the pond and is unsightly. Mr. Hirniak stated that the only way to remove it is manually, which is expensive and not a budgeted expense. He also noted that the Board and regulatory agencies prefer the natural process.

4. Discussion Regarding Clogged Drainpipe

Mr. Hirniak stated that this was an issue with a Belini resident whose drainage inlet was not clean, which resulted in standing water that also went into the pool. Mr. Hirniak explained that surface maintenance was not done and once it was cleaned out, the drainage worked well. He pointed out that surface cleaning was the responsibility of the homeowner and not the CDD.

5. Discussion Regarding Littoral Signage

Mr. Hirniak advised that 30% of the signage was down due to rust at the base of the sign or from being hit by moving equipment. He proposed cutting down the number of signs from 245 to about 100 signs and using a lower black post, which is cheaper than the old green poles used previously. Mr. Cole went over the requirement that signs should be no more than 150 feet apart in littoral zones and Mr. Hirniak stated that his recommendations meet that requirement. Ms. Czubkowski stated that the current signage lasted over 15 years and asked about the longevity of what is being proposed to which Mr. Hirniak responded that he believed they would last about as long.

After discussion, a **motion** was made by Mr. Clifford, seconded by Mr. Monti and passed unanimously approving a signage contract in the not to exceed amount of not to exceed \$6,000 for 100 signs with the smaller sign and post. District residents in the audience voiced support of the concept.

6. Discussion Regarding Shoreline Restoration/Rocks

Mr. Hirniak gave the background on the shoreline restoration and stated that now there were 53 sites that required repairs. He indicated he would like to get a proposal from Napier to do in the March/April timeframe and added that the majority of erosion was due to roof drains and valve boxes stuck in an open position. He added that he would talk to Chris Ramsey about it. Mr. Hogan stated that the HOA should look to fix the areas, as it is a community issue. Mr. Hirniak stated he would get a proposal put together.

7. Restoration to CDD Property Regarding the HOA Irrigation Project

Ms. Czubkowski advised that the HOA had been allowed to put in wells, but the shoreline was not been put back to its original state. Mr. Hirniak indicated he would contact the HOA about taking care of the disturbed areas.

8. Reconsider HOA Requests

a. Plantings of Clusia at Pickleball Courts

Mr. Hogan stated that there was nothing in the proposal that was different than what was proposed the last time and only benefits a few homes. He added that there were alternatives available, if homeowners want to block their view of the courts without taking away the view of the pond for others. Mr. Monti added that he had already said that the CDD should not be involved and the proposal puts the District in the middle of it. He suggested that alternative plantings and irrigation be considered in order to avoid stilting into the pond.

Mr. Kajmowicz advised that he lives across the water and has been outspoken about the issue. He feels the plantings should extend the entire length of the courts. Mr. Hogan suggested the resident put the plantings on his side of the lake and Mr. Kajmowicz advised that would block his lake view. Ms. Briggs stated that she loved pickleball and sympathizes with Mr. Kajmowicz, but after research, she found that no acoustical engineer was consulted when the courts were built. She furthered that she found a company that works on these issues and suggested a committee be formed who could look into these alternatives.

Mr. Contaldi stated that he did not see a downside to the proposal, as it is no cost to the CDD. Ms. Delventhal agreed and stated that the players were interested in minimizing the impact to the residents.

Mr. Czesehin stated he disagreed with a lot of the statements being made on social media and felt that 6-foot tall plants would erode the banks in such a narrow area.

After further discussion, a **motion** was made by Mr. Monti, seconded by Mr. Clifford and passed unanimously rejecting the proposal with the caveat that Mr. Monti, as a representative of the CDD, will participate in discussions on alternatives, should the HOA choose to form a committee on the issue.

Mr. Dombal left the meeting at 11:55 a.m.

b. Addition of Smaller Fountain to Lake Behind Portofino Homes

Mr. Hogan went over the background, stating that the request was previously denied, as aeration is not needed nor was the system proposed a true aeration system. Mr. Clifford added that wind blows mist from the ponds onto homes and he does not feel more fountains should be added. Mr. Monti stated that the new proposal had a significantly smaller fountain and that he researched the manufacturer's site. He stated that true aeration comes from the bottom and he would favor alternatives that were actual aerators. Mr. Monti noted that the County states fountains are only for aesthetics, unless they are bottom drawing and that they increase evaporation, aerosolize pollutants and are discouraged, especially during the dry season. He went on to state that the new proposal brings nothing new, so he opposes it. Mr. Contaldi stated that the proposed fountain is lower to reduce overspray, provides some aeration, adds white noise to pickleball courts and will be HOA funded and maintained. Mr. Czesehin stated that the CDD was not responsible for solving any issues that the HOA created by putting the in pickleball courts. He furthered that he gets sprayed by the fountains when walking and the proposals only benefit a small few.

After discussion, a motion was made by Mr. Monti, seconded by Mr. Clifford and passed unanimously rejecting the proposal.

Further discussion took place and the Board noted that they were not in favor of future fountains, unless evaporation issues and true long-term aeration are also considered.

j. ADMINISTRATIVE MATTERS

1. District Attorney Update

Mr. Urbancic stated that if the new Supervisors had any questions regarding laws and violations, they can contact him through the manager. Mr. Clifford reminded the Board that there are rules governing who and how to speak with professional staff.

2. District Engineer Update

There was no District Engineer update at this time.

3. Field Inspector Update

Mr. Hirniak reminded the Board that oxygenation of the water is tested 4 times a year and the community has never dropped below minimum levels.

4. District Manager Update
a. Financials

Ms. Meneely went over the financials. There were no questions from the Board Members.

Ms. Meneely reminded the Board that the next meeting was scheduled for March 18, 2021.

K. BOARD MEMBER COMMENTS
1. Discussion Regarding Communications with HOA

Mr. Hogan indicated he was working with Ashley Diaz to get things accomplished. He asked the Board how they liked the location and all agreed it was very suitable. He suggested the Board meet every month, whether or not there are agenda items, as it keeps the community involved. Ms. Meneely went over the costs associated with meetings and stated that the next two meetings would, for sure, be held.

After discussion, there was a consensus of the Board that the Chairman and Manager continue to determine if meetings should be held and that this topic could be readdressed after the next two months.

Mr. Monti asked about the construction of Sabal Palm and its impact on Verona Walk. Mr. Cole noted he would look at the permit, but he believes they are limited to pre-development discharge. Mr. Monti suggested the Board start a discussion on littoral plantings and what can be done to improve appearance and costs.

L. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 12:36 p.m. on a **motion** made by Mr. Clifford, seconded by Ms. Czubkowski and passed unanimously.

Secretary/Assistant Secretary

Chair/Vice-Chair

RESOLUTION NO. 2021-01

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VERONA WALK COMMUNITY DEVELOPMENT DISTRICT, THAT:

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

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

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

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

Section 5. All sections, or parts thereof, which conflict herewith, are, to the extent of such conflict, superseded and repealed. In the event that any portion of this Resolution is found

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

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

PASSED AND ADOPTED this 18th day of March, 2021, by the Board of Supervisors of the Verona Walk Community Development District.

**VERONA WALK COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/Assistant Secretary

Print Name: _____
Chair/Vice Chair

Exhibit "A"

The E-Verify Memorandum of Understanding for Employers

Company ID Number: _____

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the _____ (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

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

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the

employee is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment

following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee

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

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

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

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

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

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

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

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

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

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

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

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

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

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

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

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

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

B. REFERRAL TO DHS

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

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

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

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

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

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

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

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

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

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

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

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

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

ARTICLE VI PARTIES

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

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

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

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

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

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

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

Employer.

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

Approved by:

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

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

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

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

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

Verona Walk
Community Development District

**Financial Report For
February 2021**

**VERONA WALK COMMUNITY DEVELOPMENT DISTRICT
MONTHLY FINANCIAL REPORT
FEBRUARY 2021**

	Annual Budget 10/1/20 - 9/30/21	Actual Feb-21	Year To Date Actual 10/1/20 - 2/28/21
REVENUES			
O & M ASSESSMENTS	311,297	4,954	298,716
DEBT ASSESSMENTS - SERIES 2013	516,740	8,223	495,592
DEBT ASSESSMENTS - SERIES 2018	582,655	9,271	558,775
OTHER REVENUES	0	0	0
INTEREST INCOME	480	0	341
TOTAL REVENUES	\$ 1,411,172	\$ 22,448	\$ 1,353,424
EXPENDITURES			
MAINTENANCE EXPENDITURES			
FIELD INSPECTOR	39,000	3,336	16,649
VEHICLE - CART	0	0	5,750
VEHICLE - INSURANCE	1,000	0	578
VEHICLE - EQUIPMENT (SMALL TOOLS)	1,545	0	0
VEHICLE - GAS & MAINTENANCE	2,750	11	46
LAKE SPRAYING (CLARK)	72,500	5,650	37,086
LAKE WATER QUALITY TESTING (BENCHMARK)	6,000	0	1,056
LAKE LITTORAL & LAKE BANK PLANTINGS	17,000	0	0
LAKE BANK MOWING	10,000	0	0
OUTFALL PIPE & STRUCTURE INSPECTION & CLEANING	5,000	0	0
STORM PIPE & EROSION REPAIRS	50,000	0	0
DREDGING	1,000	0	0
MISCELLANEOUS MAINTENANCE	1,250	0	0
GOLF CART STORAGE	1,200	0	0
TOTAL MAINTENANCE EXPENDITURES	\$ 208,245	\$ 8,997	\$ 61,165
ADMINISTRATIVE EXPENDITURES			
SUPERVISOR FEES	3,000	0	0
PAYROLL TAXES (EMPLOYER)	240	0	0
ENGINEERING	14,500	0	1,680
MANAGEMENT	46,296	3,858	19,290
SECRETARIAL	4,200	350	1,750
LEGAL	16,500	70	1,998
ASSESSMENT ROLL	10,000	0	0
AUDIT FEES	3,700	0	0
ARBITRAGE REBATE FEE - SERIES 2013	650	0	0
ARBITRAGE REBATE FEE - SERIES 2018	650	0	0
INSURANCE	6,300	0	5,819
LEGAL ADVERTISING	1,700	0	931
MISCELLANEOUS/CONTINGENCY	2,400	0	116
POSTAGE	750	2	179
OFFICE SUPPLIES	1,150	8	81
DUES & SUBSCRIPTIONS	175	0	175
WEBSITE MANAGEMENT	2,000	167	833
TRUSTEE FEES - SERIES 2013	4,730	0	0
TRUSTEE FEES - SERIES 2018	4,100	0	0
CONTINUING DISCLOSURE FEE - SERIES 2013	1,000	0	0
CONTINUING DISCLOSURE FEE - SERIES 2018	0	0	0
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 124,041	\$ 4,455	\$ 32,852
TOTAL EXPENDITURES	\$ 332,286	\$ 13,452	\$ 94,017
REVENUES LESS EXPENDITURES	\$ 1,078,886	\$ 8,996	\$ 1,259,407
BOND PAYMENTS (SERIES 2013)	(477,985)	(7,921)	(466,788)
BOND PAYMENTS (SERIES 2018)	(538,956)	(8,931)	(526,299)
BALANCE	\$ 61,945	\$ (7,856)	\$ 266,320
ADMINISTRATIVE COSTS	(48,668)	(441)	(26,007)
DISCOUNTS FOR EARLY PAYMENTS	(57,133)	(382)	(52,629)
EXCESS/ (SHORTFALL)	\$ (43,856)	\$ (8,679)	\$ 187,684
CARRYOVER FROM PRIOR YEAR	43,856	0	0
NET EXCESS/ (SHORTFALL)	\$ -	\$ (8,679)	\$ 187,684

Bank Balance As Of 1/31/21	\$ 1,234,872.18
Funds Received: 2/1/21 - 2/28/21	\$ 21,625.89
Disbursements: 2/1/21 - 2/28/21	\$ 424,897.31
Bank Balance As Of 2/28/21	\$ 831,600.76
Accounts Payable As Of 2/28/21	\$ 46,496.19
Accounts Receivable As Of 2/28/21	\$ -
Available Funds As Of 2/28/21	\$ 785,104.57

Verona Walk Community Development District
Budget vs. Actual
October 2020 through February 2021

	<u>Oct 20 - Feb 21</u>	<u>20/21 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Income				
363.100 · O & M Assessment Income	298,715.57	311,297.00	-12,581.43	95.96%
363.812 · Debt Assessments (Series 2013)	495,591.95	516,740.00	-21,148.05	95.91%
363.813 · Debt Assessments (Series 2018)	558,775.45	582,655.00	-23,879.55	95.9%
363.822 · Debt Assessmnt-Pd To Trustee-13	-466,787.89	-477,985.00	11,197.11	97.66%
363.823 · Debt Assessmnt-Pd To Trustee-18	-526,299.10	-538,956.00	12,656.90	97.65%
363.830 · Assessment Fees	-26,006.75	-48,668.00	22,661.25	53.44%
363.831 · Discounts For Early Payments	-52,629.18	-57,133.00	4,503.82	92.12%
369.399 · Carryover From Prior Year	0.00	43,856.00	-43,856.00	0.0%
369.401 · Interest Income	340.62	480.00	-139.38	70.96%
Total Income	<u>281,700.67</u>	<u>332,286.00</u>	<u>-50,585.33</u>	<u>84.78%</u>
Expense				
511.122 · Payroll Tax Expense	0.00	240.00	-240.00	0.0%
511.131 · Supervisor Fees	0.00	3,000.00	-3,000.00	0.0%
511.306 · Dredging	0.00	1,000.00	-1,000.00	0.0%
511.308 · Miscellaneous Maintenance	0.00	1,250.00	-1,250.00	0.0%
511.310 · Engineering	1,680.15	14,500.00	-12,819.85	11.59%
511.311 · Management Fees	19,290.00	46,296.00	-27,006.00	41.67%
511.312 · Secretarial Fees	1,750.00	4,200.00	-2,450.00	41.67%
511.315 · Legal Fees	1,997.50	16,500.00	-14,502.50	12.11%
511.318 · Assessment/Tax Roll	0.00	10,000.00	-10,000.00	0.0%
511.320 · Audit Fees	0.00	3,700.00	-3,700.00	0.0%
511.330 · Arbitrage Rebate Fee	0.00	1,300.00	-1,300.00	0.0%
511.450 · Insurance	5,819.00	6,300.00	-481.00	92.37%
511.480 · Legal Advertisements	931.00	1,700.00	-769.00	54.77%
511.512 · Miscellaneous	116.29	2,400.00	-2,283.71	4.85%
511.513 · Postage and Delivery	179.23	750.00	-570.77	23.9%
511.514 · Office Supplies	81.10	1,150.00	-1,068.90	7.05%
511.540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
511.750 · Website Management	833.30	2,000.00	-1,166.70	41.67%
512.736 · Continuing Disclosure Fee 2013	0.00	1,000.00	-1,000.00	0.0%
513.733 · Trustee Fees - Series 2013	0.00	4,730.00	-4,730.00	0.0%
514.100 · Golf Cart Storage	0.00	1,200.00	-1,200.00	0.0%
514.101 · Field Inspector	16,648.87	39,000.00	-22,351.13	42.69%
514.102 · Vehicle - Cart	5,750.00	0.00	5,750.00	100.0%
514.103 · Vehicle Insurance	577.50	1,000.00	-422.50	57.75%
514.104 · Vehicle Equipment (small tools)	0.00	1,545.00	-1,545.00	0.0%
514.105 · Vehicle Gas and Maintenance	46.05	2,750.00	-2,703.95	1.68%
514.106 · Lake Spraying (Clark)	37,086.00	72,500.00	-35,414.00	51.15%
514.107 · Lake H2O Quality Tests-Benchmrk	1,056.00	6,000.00	-4,944.00	17.6%
514.108 · Lake Littoral & Lake Bank Plant	0.00	17,000.00	-17,000.00	0.0%
514.109 · Outfall Pipe & Structure Insp &	0.00	5,000.00	-5,000.00	0.0%
514.110 · Storm Pipe & Erosion Repairs	0.00	50,000.00	-50,000.00	0.0%
514.111 · Lake Bank Mowing	0.00	10,000.00	-10,000.00	0.0%
514.733 · Trustee Fees (2018)	0.00	4,100.00	-4,100.00	0.0%
Total Expense	<u>94,016.99</u>	<u>332,286.00</u>	<u>-238,269.01</u>	<u>28.29%</u>
Net Income	<u>187,683.68</u>	<u>0.00</u>	<u>187,683.68</u>	<u>100.0%</u>

Verona Walk Community Development District
Balance Sheet
As of February 28, 2021

	Operating Fund	Debt Service (13) Fund	Debt Service (18) Fund	General Fixed Assets Fund	Long Term Debt Fund	TOTAL
ASSETS						
Current Assets						
Operating Bank Account	831,600.76	0.00	0.00	0.00	0.00	831,600.76
Total Current Assets	831,600.76	0.00	0.00	0.00	0.00	831,600.76
Fixed Assets						
Storm Water Management	0.00	0.00	0.00	15,481,040.00	0.00	15,481,040.00
Accumulated Depreciation - Stormwater Mgt	0.00	0.00	0.00	-7,430,904.00	0.00	-7,430,904.00
Total Fixed Assets	0.00	0.00	0.00	8,050,136.00	0.00	8,050,136.00
Other Assets						
A/R Assessment Income	0.00	0.00	0.00	0.00	0.00	0.00
A/R Non Ad Valorem Receipts	0.00	0.00	0.00	0.00	0.00	0.00
Investments - Construction	0.00	0.00	0.00	0.00	0.00	0.00
Investments - Interest Acct	0.00	0.00	0.00	0.00	0.00	0.00
Investments - Reserve Acct	0.00	241,281.25	50,246.85	0.00	0.00	291,528.10
Investments - Revenue Acct	0.00	458,875.78	606,161.18	0.00	0.00	1,065,036.96
Investments - Prepayment Acct	0.00	566.56	7,087.70	0.00	0.00	7,654.26
Investments - Excess Revenue	0.00	749.95	0.00	0.00	0.00	749.95
Amount Available In DSF (2013)	0.00	0.00	0.00	0.00	701,473.54	701,473.54
Amount Available In DSF (2018)	0.00	0.00	0.00	0.00	663,495.73	663,495.73
5155000 - Amount To Be Provided	0.00	0.00	0.00	0.00	10,678,030.73	10,678,030.73
Total Other Assets	0.00	701,473.54	663,495.73	0.00	12,043,000.00	13,407,969.27
TOTAL ASSETS	831,600.76	701,473.54	663,495.73	8,050,136.00	12,043,000.00	22,289,706.03
LIABILITIES & EQUITY						
Liabilities						
Current Liabilities						
Accrued Expenses	0.00	0.00	0.00	0.00	0.00	0.00
Accounts Payable	46,496.19	0.00	0.00	0.00	0.00	46,496.19
Total Current Liabilities	46,496.19	0.00	0.00	0.00	0.00	46,496.19
Long Term Liabilities						
Special Assessment Debt (2013A-1)	0.00	0.00	0.00	0.00	4,825,000.00	4,825,000.00
Special Assessment Debt (2013A-2)	0.00	0.00	0.00	0.00	255,000.00	255,000.00
Special Assessment Debt-2018	0.00	0.00	0.00	0.00	6,963,000.00	6,963,000.00
Total Long Term Liabilities	0.00	0.00	0.00	0.00	12,043,000.00	12,043,000.00
Total Liabilities	46,496.19	0.00	0.00	0.00	12,043,000.00	12,089,496.19
Equity						
Retained Earnings	597,420.89	405,632.14	259,271.64	-7,430,904.00	0.00	-6,168,579.33
Current Year Depreciation	0.00	0.00	0.00	0.00	0.00	0.00
Net Income	187,683.68	295,841.40	404,224.09	0.00	0.00	887,749.17
Investment In Gen Fixed Assets	0.00	0.00	0.00	15,481,040.00	0.00	15,481,040.00
Total Equity	785,104.57	701,473.54	663,495.73	8,050,136.00	0.00	10,200,209.84
TOTAL LIABILITIES & EQUITY	831,600.76	701,473.54	663,495.73	8,050,136.00	12,043,000.00	22,289,706.03