

**WATER STREET  
TAMPA  
IMPROVEMENT DISTRICT**

**June 2, 2021**

**BOARD OF SUPERVISORS**

**REGULAR MEETING**

**AGENDA**

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

May 25, 2021

Board of Supervisors  
Water Street Tampa Improvement District

<p><b><u>ATTENDEES:</u></b> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>
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Dear Board Members:

The Board of Supervisors of the Water Street Tampa Improvement District will hold a Regular Meeting on June 2, 2021 at 1:00 p.m., at Strategic Property Partners, LLC, 615 Channelside Drive, Suite 204, Tampa, Florida 33602. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Presentation of Audited Financial Statements for Fiscal Year Ended September 30, 2020, Prepared by Carr, Riggs & Ingram, LLC
4. Consideration of Resolution 2021-05, Accepting the Audited Financial Statements for the Fiscal Year Ended September 30, 2020
5. Consideration of Resolution 2021-06, 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
6. Consideration of Resolution 2021-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2021/2022 and Providing for an Effective Date
7. Discussion: Memorandum of Understanding, Section 448.095, *Florida Statutes*/E-Verify Requirements
8. Acceptance of Unaudited Financial Statements as of April 30, 2021
9. Approval of February 3, 2021 Regular Meeting Minutes
10. Staff Reports
  - A. District Counsel: *Hopping Green & Sams, P.A.*


- Update: Boundary Amendment Legislation
- B. District Manager: *Wrathell, Hunt and Associates, LLC*
  - NEXT MEETING DATE: July 7, 2021 at 1:00 P.M.
  - QUORUM CHECK

Damian Presiga	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Kim Madison	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Jorge Fuentes	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Michael Spada	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Jennifer Regan	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No

11. Board Members' Comments/Requests
12. Public Comments
13. Adjournment

I look forward to seeing all of you at the upcoming meeting. In the meantime, should you have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675.

Sincerely,



Craig Wrathell  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE:**  
**CALL-IN NUMBER: 1-888-354-0094**  
**CONFERENCE ID: 2144145**

**WATER STREET TAMPA  
IMPROVEMENT DISTRICT**

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**Water Street Tampa  
Improvement District**

**FINANCIAL STATEMENTS**

**September 30, 2020**



**CRI** CARR  
RIGGS &  
INGRAM

CPAs and Advisors

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**Water Street Tampa Improvement District**  
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**September 30, 2020**

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## **INDEPENDENT AUDITORS' REPORT**

To the Board of Supervisors  
Water Street Tampa Improvement District  
Hillsborough County, Florida

### ***Report on the Financial Statements***

We have audited the accompanying financial statements of the governmental activities and each major fund of Water Street Tampa Improvement District (hereinafter referred to as "District"), as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditors' Responsibility***

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

***Opinions***

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2020, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

***Other Matters***

*Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated February 18, 2021, on our consideration of the District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

*Carr, Riggs & Ingram, L.L.C.*

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida  
February 18, 2021





## **Management's Discussion And Analysis**

## Water Street Tampa Improvement District Management's Discussion and Analysis

Our discussion and analysis of the Water Street Tampa Improvement District's financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2020. Please read it in conjunction with the District's financial statements, which begin on page 7.

### FINANCIAL HIGHLIGHTS

- The District's revenue totaled \$56,472, all of which were Developer contributions.

### USING THE ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities on pages 7 - 8 provide information about the activities of the District as a whole and present a longer-term view of the District's finances. Fund financial statements start on page 9. For governmental activities, these statements tell how these services were financed in the short-term as well as what remains for future spending. Fund financial statements also report the District's operations in more detail than the government-wide statements by providing information about the District's most significant funds.

#### *Reporting the District as a Whole*

Our analysis of the District as a whole begins on page 4. One of the most important questions asked about the District's finances is, "Is the District as a whole better off or worse off as a result of the year's activities?" The Statement of Net Position and the Statement of Activities report information about the District as a whole and about its activities in a way that helps answer this question. These statements include all assets and liabilities using the accrual basis of accounting, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's net position and related changes during the current year. You can think of the District's net position – the difference between assets and liabilities – as one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position is one indicator of whether its financial health is improving or deteriorating. You will need to consider other nonfinancial factors; however, such as changes in the District's assessment base and the condition of the District's infrastructure, to assess the overall health of the District.

## Water Street Tampa Improvement District Management's Discussion and Analysis

### **Reporting the District's Most Significant Funds**

Our analysis of the District's major funds begins on page 5. The fund financial statements begin on page 9 and provide detailed information about the most significant funds – not the District as a whole. Some funds are required to be established by State law and by bond covenants. All of the District's funds are governmental fund-types.

- *Governmental funds* – All of the District's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. The governmental fund statements provide a detailed short-term view of the District's general government operations and the basic services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs.

### THE DISTRICT AS A WHOLE

The following table reflects the condensed Statement of Net Position and is compared to the prior year.

<i>September 30,</i>	2020	2019	Change
<b>Assets</b>			
Current and other assets	\$ 31,746	\$ 22,197	\$ 9,549
<b>Total assets</b>	<b>\$ 31,746</b>	<b>\$ 22,197</b>	<b>\$ 9,549</b>
<b>Liabilities</b>			
Current liabilities	\$ 19,907	\$ 10,900	\$ 9,007
<b>Total liabilities</b>	<b>19,907</b>	<b>10,900</b>	<b>9,007</b>
<b>Deferred inflows of resources</b>			
Deferred revenue	11,839	11,275	564
<b>Total deferred inflows of resources</b>	<b>11,839</b>	<b>11,275</b>	<b>564</b>
<b>Net position</b>			
Unrestricted	-	22	(22)
<b>Total net position</b>	<b>-</b>	<b>22</b>	<b>(22)</b>
<b>Total liabilities, deferred inflows of resources and net position</b>	<b>\$ 31,746</b>	<b>\$ 22,197</b>	<b>\$ 9,549</b>

For more detailed information, see the accompanying Statement of Net Position.



## Water Street Tampa Improvement District Management's Discussion and Analysis

During the fiscal year ended September 30, 2020, total assets and liabilities increased by approximately \$10,000 and \$9,000, respectively, over the prior fiscal year, while total deferred inflows of resources did not change significantly. The increase in assets and liabilities resulted from the developer funding the entire fiscal year 2020 budget with one payment, which exceeded actual expenditures, and the excess was recorded as developer advance.

The following schedule compares the Statement of Activities for the current and previous fiscal year.

<i>For the year ended September 30,</i>	<b>2020</b>	<b>2019</b>	<b>Change</b>
<b>Revenue:</b>			
Program revenue:			
Grants and contributions	\$ 56,472	\$ 51,032	\$ 5,440
Total revenue	56,472	51,032	5,440
<b>Expenses:</b>			
General government	56,494	51,010	5,484
Total expenses	56,494	51,010	5,484
Change in net position	(22)	22	(44)
Net position, beginning of year	22	-	22
Net position, end of year	\$ -	\$ 22	\$ (22)

For more detailed information, see the accompanying Statement of Activities.

During the fiscal year ended September 30, 2020, both total revenue and expenses increased by approximately \$5,000 over the prior fiscal year, due to the increase in legal fees that were funded by the developer. The overall result was a \$22 decrease in net position for fiscal year 2020.

### THE DISTRICT'S FUNDS

As the District completed the year, its governmental funds (as presented in the balance sheet on page 9) reported a combined fund balance of \$0, which is not a significant change from the prior year fund balance of \$22. Significant transactions are discussed below.

- The District's revenues totaled \$56,472, all of which were Developer contributions.

The overall decrease in fund balance for the year ended September 30, 2020 totaled \$22.

## **Water Street Tampa Improvement District Management's Discussion and Analysis**

### **GOVERNMENTAL FUNDS BUDGETARY HIGHLIGHTS**

An Operating budget was established by the governing board for the District pursuant to the requirements of Florida Statutes. The budget to actual comparison for the General Fund, including the original budget and final adopted budget, is shown at page 17.

The District experienced an unfavorable variance in revenue as compared to the budget in the amounts \$10,783. Conversely, the District experienced a favorable variance in expenditures as compared to the budget in the amount of \$10,761. The variances in revenue and expenditures were due to the District incurring less general government expenditures during the year, and corresponding funding requests, than anticipated.

### **FUTURE FINANCIAL FACTORS**

Water Street Tampa Improvement District is an independent special district that operates under the provisions of Chapter 189, Florida Statutes, pursuant to Chapter 2018-183 Water Street Tampa Improvement District Act. The District operates under an elected Board of Supervisors, which establishes policy and sets assessment rates. For fiscal year 2021, the Developer has agreed to fund the operations of the District. In fiscal year 2021, the District began the process of amending its boundaries.

### **CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT**

This financial report is designed to provide a general overview of the District's finances. If you have questions about this report or need additional financial information, contact the Water Street Tampa Improvement District's management company, Wrathell, Hunt & Associates, LLC, at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.



## **Basic Financial Statements**

**Water Street Tampa Improvement District  
Statement of Net Position**

<i>September 30,</i>	<b>2020</b>	
	<b>Governmental Activities</b>	
<b>Assets</b>		
Cash and cash equivalents	\$	19,907
Prepaid expenses		11,839
Total assets		31,746
<b>Liabilities</b>		
Accounts payable		1,427
Developer advance		18,480
Total liabilities		19,907
<b>Deferred inflows of resources</b>		
Deferred revenue		11,839
Total deferred inflows of resources		11,839
<b>Net position</b>		
Unrestricted		-
Total net position	\$	-

*The accompanying notes are an integral part of these financial statements.*

**Water Street Tampa Improvement District  
Statement of Activities**

*For the year ended September 30,*

**2020**

Functions/Programs	Expenses	<u>Program Revenues</u>	<u>Operating Grants and Contributions</u>	<u>Governmental Activities</u>	<u>Net (Expense) Revenue and Changes in Net Position</u>
Primary government:					
Governmental activities:					
General government	\$ (56,494)	\$ 56,472		\$ (22)	
Total governmental activities	\$ (56,494)	\$ 56,472		(22)	
				Change in net position	(22)
				Net position - beginning of year	22
				Net position - end of year	\$ -

*The accompanying notes are an integral part of these financial statements.*



**Water Street Tampa Improvement District  
Balance Sheet – Governmental Funds**

<i>September 30,</i>	<b>2020</b>
	<b>General Fund</b>
<b>Assets</b>	
Cash and cash equivalents	\$ 19,907
Prepaid expenditures	11,839
<b>Total assets</b>	\$ 31,746
<b>Liabilities, Deferred Inflows of Resources and Fund Balance</b>	
<b>Liabilities</b>	
Accounts payable	\$ 1,427
Developer advance	18,480
<b>Total liabilities</b>	19,907
<b>Deferred inflows of resources</b>	
Deferred revenue	11,839
<b>Total deferred inflows of resources</b>	11,839
<b>Fund balance</b>	
Nonspendable	11,839
Unassigned	(11,839)
<b>Total fund balance</b>	-
<b>Total liabilities, deferred inflows of resources and fund balance</b>	\$ 31,746

*The accompanying notes are an integral part of these financial statements.*

**Water Street Tampa Improvement District  
Statement of Revenue, Expenditures and Changes in Fund Balances –  
Governmental Funds**

<i>For the year ended September 30,</i>	<b>2020</b>
	<b>General Fund</b>
<b>Revenue</b>	
Developer contributions	\$ 56,472
Total revenue	56,472
<b>Expenditures</b>	
Current:	
General government	56,494
Total expenditures	56,494
Excess (deficit) of revenue over expenditures	(22)
Fund balance, beginning of year	22
Fund balance, end of year	\$ -

*The accompanying notes are an integral part of these financial statements.*

## Water Street Tampa Improvement District Notes to Financial Statements

### **NOTE 1: NATURE OF ORGANIZATION**

The Water Street Tampa Improvement District (the "District") was established on March 23, 2018 pursuant to Chapter 189, Florida Statutes, by Ch. 2018-183, Laws of Florida. The District has among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and the power to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by a Board of Supervisors ("Board"), which is comprised of five members. The Supervisors are elected on an at large basis by the owners of the property within the District. Certain supervisors are affiliated with the Developer of the District, Strategic Property Partners, LLC. The Board of Supervisors of the District exercises all powers granted to the District pursuant to Chapter 189, Florida Statutes.

The Board has the final responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

In evaluating how to define the government, for financial reporting purposes, management has considered all potential component units. The decision to include or exclude a potential component unit in the reporting entity was made by applying the criteria set forth by Generally Accepted Accounting Principles (GAAP) as defined by the Governmental Accounting Standards Board (GASB). Based on the foregoing criteria, no potential component units were found.

### **NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The accounting policies of the District conform to GAAP as applicable to governments in accordance with those promulgated by GASB. The following is a summary of the more significant policies:

#### ***Government-wide and Fund Financial Statements***

The basic financial statements include both government-wide and fund financial statements.

## Water Street Tampa Improvement District Notes to Financial Statements

### NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all the non-fiduciary activities of the primary government. Governmental activities, which normally are supported by assessments, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. The business-type activities are reported separately in government-wide financial statements; however, at September 30, 2020, the District did not have any significant business-type activities. Therefore, no business-type activities are reported. Assessments and other items not properly included as program revenues (i.e., charges to customers or applicants who purchase, use, or directly benefit from goods or services) are reported as general revenues.

Separate financial statements are provided for governmental funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

#### ***Measurement Focus, Basis of Accounting and Basis of Presentation***

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenue is recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Assessments are recognized as revenue in the year for which they are levied. Grants and other similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Developer contributions associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenue of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the District.

The District reports the following major governmental fund:

General Fund – The General Fund is the primary operating fund of the District. It is used to account for all financial resources except those required to be accounted for in other funds.

For the year ended September 30, 2020, the District does not report any proprietary funds.



## Water Street Tampa Improvement District Notes to Financial Statements

### **NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

#### ***Cash, Deposits and Investments***

The District maintains deposits with "Qualified Public Depositories" as defined in Chapter 280, Florida Statutes. All Qualified Public Depositories must place with the Treasurer of the State of Florida securities in accordance with collateral requirements determined by the State's Chief Financial Officer. In the event of default by a Qualified Public Depository, the State Treasurer will pay public depositors all losses. Losses in excess of insurance and collateral will be paid through assessments between all Qualified Public Depositories.

Under this method, all the District's deposits are fully insured or collateralized at the highest level of security as defined by GASB, Statement Number 40, *Deposits and Investment Disclosures (An Amendment of GASB, Statement Number 3)*.

The District is authorized to invest in financial instruments as established by Section 218.415, Florida Statutes. The authorized investments include among others negotiable direct or indirect obligations which are secured by the United States Government; the Local Government Surplus Trust Funds as created by Section 218.405, Florida Statutes; SEC registered money market funds with the highest credit quality rating from a nationally recognized rating agency; and interest-bearing time deposits or savings accounts in authorized financial institutions.

#### ***Deferred Outflows/Inflows of Resources***

In addition to assets, the Statement of Net Position and Balance Sheet – Governmental Funds will sometimes include a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District does not have any of this type of item at September 30, 2020.

In addition to liabilities, the Statement of Net Position and Balance Sheet – Governmental Funds will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District only has one item that qualifies for reporting in this category: deferred revenue, which is reported in the Statement of Net Position and Balance Sheet – Governmental Funds. Deferred revenue resulted from funding requested from the developer prior to September 30, 2020 for expenditures related to fiscal year 2021.

## Water Street Tampa Improvement District Notes to Financial Statements

### NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### *Fund Equity*

Net position in the government-wide financial statements represents the difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources and is categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents assets related to infrastructure and property, plant and equipment, net of any related debt. Restricted net position represents the net position restricted by the District's bond covenants. At September 30, 2020, all of the District's net position is reported as unrestricted.

Governmental fund equity is classified as fund balance. Fund balance is further classified as nonspendable, restricted, committed, assigned, or unassigned. Nonspendable fund balance cannot be spent because of its form. Restricted fund balance has limitations imposed by creditors, grantors, or contributors or by enabling legislation or constitutional provisions. Committed fund balance is a limitation imposed by the District board through approval of resolutions. Assigned fund balance is a limitation imposed by a designee of the District board. Unassigned fund balance in the General Fund is the net resources in excess of what can be properly classified in one of the above four categories. Negative unassigned fund balance in other governmental funds represents excess expenditures incurred over the amounts restricted, committed, or assigned to those purposes.

#### *Budgets*

The District is required to establish a budgetary system and an approved annual budget. Annual budgets are legally adopted on a basis consistent with GAAP for the General Fund. Any revision to the budget must be approved by the District Board. The budgets are compared to actual expenditures. In instances where budget appropriations and estimated revenues have been revised during the year, budget data presented in the financial statements represent final authorization amounts.

The District follows these procedures in establishing the budgetary data reflected in the financial statements:

- A. Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- B. A public hearing is conducted to obtain comments.
- C. Prior to October 1, the budget is legally adopted by the District Board.
- D. All budget changes must be approved by the District Board.
- E. Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America.

## Water Street Tampa Improvement District Notes to Financial Statements

### **NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

#### ***Estimates***

The preparation of U.S. GAAP financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and changes therein, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

### **NOTE 3: RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District maintains commercial insurance coverage to mitigate the risk of loss. Coverage may not extend to all situations. Management believes such coverage is sufficient to preclude any significant uninsured losses to the District. Settled claims have not exceeded this commercial coverage since inception.

### **NOTE 4: MANAGEMENT COMPANY**

The District has contracted with a management company to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

### **NOTE 5: CONCENTRATION**

A significant portion of the District's future activity is dependent upon the continued involvement of the Developer, Strategic Property Partners, LLC., the loss of which could have a material adverse effect on the District's operations. At September 30, 2020, the Developer owned all of the assessable property located within the District boundaries.

### **NOTE 6: RELATED PARTY TRANSACTIONS**

The Developer has agreed to fund the general operations of the District. During the year ended September 30, 2020, the Developer contributed \$67,255 to fund the operations of the District. For the year ended September 30, 2020, developer contributions are reported as \$56,472, to match actual expenditures, while the excess amount funded is included in developer advance on the accompanying financial statements. At September 30, 2020, developer advance totaled \$18,480.

## Water Street Tampa Improvement District Notes to Financial Statements

### **NOTE 7: UNCERTAINTY**

In March 2020, the World Health Organization made the assessment that the outbreak of a novel coronavirus (COVID-19) can be characterized as a pandemic. As a result, uncertainties have arisen that may have a significant negative impact on the operating activities and results of the District. The occurrence and extent of such an impact will depend on future developments, including (i) the duration and spread of the virus, (ii) government quarantine measures, (iii) voluntary and precautionary restrictions on travel or meetings, (iv) the effects on the financial markets, and (v) the effects on the economy overall, all of which are uncertain.

### **NOTE 8: SUBSEQUENT EVENT**

Subsequent to year end, the District began the process of amending its boundaries. Through January 2021, the District has incurred legal fees related to the boundary amendment of approximately \$20,000.





**Required Supplemental Information  
(Other Than MD&A)**

**Water Street Tampa Improvement District  
Budget to Actual Comparison Schedule – General Fund**

*For the year ended September 30,*

	<b>2020</b>		
	<b>Original and Final Budget</b>	<b>Actual Amounts</b>	<b>Variance with Final Budget</b>
<b>Revenue</b>			
Developer contributions	\$ 67,255	\$ 56,472	\$ (10,783)
<b>Total revenue</b>	<b>67,255</b>	<b>56,472</b>	<b>(10,783)</b>
<b>Expenditures</b>			
General government	67,255	56,494	10,761
<b>Total expenditures</b>	<b>67,255</b>	<b>56,494</b>	<b>10,761</b>
<b>Excess (deficit) of revenue over expenditures</b>	<b>\$ -</b>	<b>\$ (22)</b>	<b>\$ (22)</b>



Carr, Riggs & Ingram, LLC  
Certified Public Accountants  
500 Grand Boulevard  
Suite 210  
Miramar Beach, Florida 32550

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(850) 654-4619 (fax)  
CRIcpa.com

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
Water Street Tampa Improvement District  
Hillsborough County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Water Street Tampa Improvement District (hereinafter referred to as the "District"), as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated February 18, 2021.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

## Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Carr, Riggs & Ingram, L.L.C.*

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida  
February 18, 2021



Carr, Riggs & Ingram, LLC  
Certified Public Accountants  
500 Grand Boulevard  
Suite 210  
Miramar Beach, Florida 32550

## MANAGEMENT LETTER

(850) 837-3141  
(850) 654-4619 (fax)  
CRlcpa.com

To the Board of Supervisors  
Water Street Tampa Improvement District  
Hillsborough County, Florida

### Report on the Financial Statements

We have audited the financial statements of Water Street Tampa Improvement District ("District") as of and for the fiscal year ended September 30, 2020, and have issued our report thereon dated February 18, 2021.

### Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

### Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in these reports, which are dated February 18, 2021, should be considered in conjunction with this management letter.

### Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in the preceding annual audit report.

### Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The information required is disclosed in the notes to the financial statements.



## **Financial Condition and Management**

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

## **Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

## **Purpose of this Letter**

Our management letter is intended solely for the information and use of Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*Carr, Riggs & Ingram, L.L.C.*

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida  
February 18, 2021



Carr, Riggs & Ingram, LLC  
Certified Public Accountants  
500 Grand Boulevard  
Suite 210  
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## INDEPENDENT ACCOUNTANTS' REPORT

To the Board of Supervisors  
Water Street Tampa Improvement District  
Hillsborough County, Florida

We have examined Water Street Tampa Improvement District's compliance with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, during the year ended September 30, 2020. Management of the District is responsible for the District's compliance with the specified requirements. Our responsibility is to express an opinion on the District's compliance with these specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2020.

This report is intended solely for the information and use of management and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

*Carr, Riggs & Ingram, L.L.C.*

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida  
February 18, 2021

**WATER STREET TAMPA  
IMPROVEMENT DISTRICT**

**4**



**RESOLUTION 2021-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATER STREET TAMPA IMPROVEMENT DISTRICT HEREBY ACCEPTING THE AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020**

**WHEREAS**, the District’s Auditor, Carr, Riggs & Ingram, LLC, has heretofore prepared and submitted to the Board, for accepting, the District’s Audited Financial Statements for Fiscal Year 2020;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATER STREET TAMPA IMPROVEMENT DISTRICT;**

1. The Audited Financial Statements for Fiscal Year 2020, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2020, for the period ending September 30, 2020; and
2. A verified copy of said Audited Financial Statements for Fiscal Year 2020 shall be attached hereto as an exhibit to this Resolution, in the District’s “Official Record of Proceedings”.

**PASSED AND ADOPTED this 2<sup>nd</sup> day of June, 2021.**

**WATER STREET TAMPA IMPROVEMENT DISTRICT**

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

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

**WATER STREET TAMPA  
IMPROVEMENT DISTRICT**

**5**

**RESOLUTION 2021-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATER STREET TAMPA IMPROVEMENT 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 Water Street Tampa Improvement District ("**District**") prior to July 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 WATER STREET TAMPA IMPROVEMENT DISTRICT:**

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

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set as follows:

DATE: September 1, 2021

HOUR: 1:00 PM

LOCATION: Strategic Property Partners, LLC  
615 Channelside Drive, Suite 204  
Tampa, Florida 33602

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Tampa and Hillsborough County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

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

**PASSED AND ADOPTED THIS 2<sup>nd</sup> DAY OF JUNE, 2021.**

ATTEST:

**WATER STREET TAMPA IMPROVEMENT  
DISTRICT**

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

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

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

**WATER STREET TAMPA  
IMPROVEMENT DISTRICT  
FISCAL YEAR 2022  
PROPOSED BUDGET**

**WATER STREET TAMPA  
IMPROVEMENT DISTRICT  
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**WATER STREET TAMPA  
IMPROVEMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2022**

	Fiscal Year 2021			Total Actual & Projected	Proposed FY 2022 Budget
	Adopted FY 2021 Budget	Actual through 3/31/2021	Projected through 9/30/2021		
<b>REVENUES</b>					
Landowner contributions	\$ 67,265	\$ 84,013	\$ 22,896	\$ 106,909	\$ 68,090
Total revenues	<u>67,265</u>	<u>84,013</u>	<u>22,896</u>	<u>106,909</u>	<u>68,090</u>
<b>EXPENDITURES</b>					
<b>Professional &amp; administration</b>					
District engineer	2,000	-	-	-	2,000
General counsel	20,000	2,998	7,000	9,998	20,000
District manager	25,000	12,500	12,500	25,000	25,000
Boundary amendment	-	30,067	19,933	50,000	-
Audit <sup>2</sup>	5,000	3,000	2,000	5,000	5,000
Postage	750	5	200	205	500
Printing and binding	250	125	125	250	250
Insurance - GL & POL	11,000	11,839	-	11,839	12,000
Legal advertising	1,500	2,327	700	3,027	1,750
Miscellaneous- bank charges	675	146	354	500	500
Website:			-		
Hosting & updates	705	705	-	705	705
ADA compliance	210	210	-	210	210
Annual district filing fee	175	175	-	175	175
Total expenditures	<u>67,265</u>	<u>64,097</u>	<u>42,812</u>	<u>106,909</u>	<u>68,090</u>
Net increase/(decrease) of fund balance	-	19,916	(19,916)	-	-
Fund balance - beginning (unaudited)	-	-	19,916	-	-
Fund balance - ending (projected)	<u>\$ -</u>	<u>\$ 19,916</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

<sup>1</sup>These items will be realized when bonds are issued.

<sup>2</sup>These items will be realized the year after the issuance of bonds.



**WATER STREET TAMPA  
IMPROVEMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administration**

District engineer	\$ 2,000
The District engineer will provide engineering, consulting and construction services to the District while crafting solutions with sustainability for the long-term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
General counsel	20,000
Hopping Green & Sams will provide legal representation for issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
District manager	25,000
<b>Wrathell, Hunt and Associates, LLC</b> specializes in managing special districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develops financing programs, administers the issuance of tax exempt bond financings and operates and maintains the assets of the District.	
Audit <sup>2</sup>	5,000
The District is required to undertake an independent examination of its books, records and accounting procedures each year. This audit is conducted pursuant to Florida State Law and the Rules of the Auditor General.	
Postage	500
Mailing agenda packages, overnight deliveries, correspondence, etc.	
Printing and binding	250
Insurance - GL & POL	12,000
The District carries general liability and public officials liability insurance. The limit of liability is set at \$5,000,000 for general liability and \$5,000,000 for public officials liability.	
Legal advertising	1,750
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Miscellaneous- bank charges	500
Bank charges, automated AP routing and other miscellaneous expenses incurred during the year.	
Website:	
Hosting & updates	705
ADA compliance	210
Annual district filing fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Total expenditures	<u><u>\$ 68,090</u></u>

<sup>1</sup>These items will be realized when bonds are issued.

<sup>2</sup>These items will be realized the year after the issuance of bonds.

**WATER STREET TAMPA  
IMPROVEMENT DISTRICT**

**6**

**RESOLUTION 2021-07**

**A RESOLUTION OF THE WATER STREET TAMPA IMPROVEMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2021/2022 AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Water Street Tampa Improvement District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2018-183, Laws of Florida (“Act”), and Chapter 189, Florida Statutes, being situated entirely within the City of Tampa and Hillsborough County, Florida; and

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

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATER STREET TAMPA IMPROVEMENT DISTRICT:**

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

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

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

**PASSED AND ADOPTED** this 2<sup>nd</sup> day of June, 2021.

Attest:

**WATER STREET TAMPA IMPROVEMENT DISTRICT**

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

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

**Exhibit A**

<b>WATER STREET TAMPA IMPROVEMENT DISTRICT</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<i>Strategic Property Partners, LLC, 615 Channelside Drive, Suite 204, Tampa, FL 33602</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 6, 2021</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>November 3, 2021</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>December 1, 2021</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>January 5, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>February 2, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>March 2, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>April 6, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>May 4, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>June 1, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>July 6, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>August 3, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>September 7, 2022</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>1:00 PM</b>

**WATER STREET TAMPA  
IMPROVEMENT DISTRICT**

**7**



Company ID Number: \_\_\_\_\_

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

### **ARTICLE I PURPOSE AND AUTHORITY**

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

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

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

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF THE EMPLOYER**

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

## **B. REFERRAL TO DHS**

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

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

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

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

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

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

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

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

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

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

## **ARTICLE IV SERVICE PROVISIONS**

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

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

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

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

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

### **B. TERMINATION**

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

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

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

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

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

## **ARTICLE VI PARTIES**

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

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

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

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

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

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

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

Employer.

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

**Approved by:**

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

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

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:	

**WATER STREET TAMPA  
IMPROVEMENT DISTRICT**

**8**



**WATER STREET TAMPA  
IMPROVEMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
APRIL 30, 2021**

**WATER STREET TAMPA  
IMPROVEMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
APRIL 30, 2021**

	<u>General Fund</u>	<u>Total Governmental Funds</u>
<b>ASSETS</b>		
Cash	\$ 60,070	\$ 60,070
Total assets	<u>\$ 60,070</u>	<u>\$ 60,070</u>
 <b>LIABILITIES AND FUND BALANCES</b>		
Liabilities:		
Landowner advance	\$ 63,570	\$ 63,570
Total liabilities	<u>63,570</u>	<u>63,570</u>
 Fund balances:		
Unassigned	<u>(3,500)</u>	<u>(3,500)</u>
Total fund balances	<u>(3,500)</u>	<u>(3,500)</u>
 Total liabilities and fund balances	 <u>\$ 60,070</u>	 <u>\$ 60,070</u>

**WATER STREET TAMPA  
IMPROVEMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED APRIL 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Landowner contribution	\$ -	\$ 84,013	\$ 67,265	125%
Total revenues	<u>-</u>	<u>84,013</u>	<u>67,265</u>	125%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
District engineer	-	-	2,000	0%
General counsel	1,263	4,260	20,000	21%
Boundary amendment	20,000	50,067	-	N/A
District manager	2,083	14,583	25,000	58%
Audit	-	3,000	5,000	60%
Postage	18	23	750	3%
Printing and binding	21	146	250	58%
Insurance - GL & POL	-	11,839	11,000	108%
Legal advertising	-	2,327	1,500	155%
Miscellaneous- bank charges	31	178	675	26%
Website:				
Hosting & updates	-	705	705	100%
ADA compliance	-	210	210	100%
Annual district filing fee	-	175	175	100%
Total professional & administrative	<u>23,416</u>	<u>87,513</u>	<u>67,265</u>	130%
Excess/(deficiency) of revenues over/(under) expenditures	(23,416)	(3,500)	-	
Fund balances - beginning	19,916	-	-	
Fund balances - ending	<u>\$ (3,500)</u>	<u>\$ (3,500)</u>	<u>\$ -</u>	

**WATER STREET TAMPA  
IMPROVEMENT DISTRICT**

**9**

**DRAFT**

**MINUTES OF MEETING  
WATER STREET TAMPA  
IMPROVEMENT DISTRICT**

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The Board of Supervisors of the Water Street Tampa Improvement District held a Regular Meeting on February 3, 2021 at 1:00 p.m., at Strategic Property Partners, LLC, 615 Channelside Drive, Suite 204, Tampa, Florida 33602.

**Present were:**

Kim Madison	Chair
Michael Spada	Vice Chair
Damian Presiga	Assistant Secretary
Jorge Fuentes	Assistant Secretary
Jennifer (Jenn) Regan	Assistant Secretary

**Also present were:**

Craig Wrathell	District Manager
Cindy Cerbone (via telephone)	Wrathell, Hunt and Associates, LLC (WHA)
Jonathan Johnson	District Counsel
Sonya Little	Strategic Property Partners, LLC (SPP)
Jim Shimberg	Strategic Property Partners, LLC (SPP)

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Wrathell called the meeting to order at 1:07 p.m. Supervisors Madison, Presiga and Spada were present. Supervisors Nelson and Taube were not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There being no public comments, the next item followed.

**THIRD ORDER OF BUSINESS**

**Acceptance of Resignation of Rhonda Nelson (Seat 3); Term Expires November, 2022**

Mr. Wrathell read Ms. Rhonda Nelson’s resignation letter, dated November 6, 2020.

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**On MOTION by Mr. Presiga and seconded by Mr. Spada, with all in favor, the resignation of Ms. Rhonda Nelson from Seat 3, effective immediately, was accepted.**

**FOURTH ORDER OF BUSINESS**

**Consider Appointment to Fill Unexpired Term of Seat 3**

Mr. Presiga nominated Mr. Jorge Fuentes to fill the unexpired term of Seat 3. No other nominations were made.

**On MOTION by Mr. Presiga and seconded by Mr. Spada, with all in favor, the appointment of Mr. Jorge Fuentes to fill the unexpired term of Seat 3, was approved.**

- **Administration of Oath of Office to Newly Appointed Supervisor (*the following to be provided in a separate package*)**

Mr. Wrathell, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Fuentes.

- A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- B. Membership, Obligations and Responsibilities**
- C. Financial Disclosure Forms**
  - I. Form 1: Statement of Financial Interests**
  - II. Form 1X: Amendment to Form 1, Statement of Financial Interests**
  - III. Form 1F: Final Statement of Financial Interests**
- D. Form 8B: Memorandum of Voting Conflict**

These items were presented following the Sixth Order of Business.

**FIFTH ORDER OF BUSINESS**

**Acceptance of Resignation of Josh Taube (Seat 5); Term Expires November, 2022**

Mr. Wrathell presented Mr. Josh Taube’s resignation letter, dated January 28, 2021.

74 **On MOTION by Mr. Spada and seconded by Mr. Presiga, with all in favor, the**  
75 **resignation of Mr. Josh Taube from Seat 5, effective immediately, was**  
76 **accepted.**

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78  
79 **SIXTH ORDER OF BUSINESS**

**Consider Appointment to Fill Unexpired  
Term of Seat 5**

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81  
82 Mr. Presiga nominated Ms. Jennifer (Jenn) Regan to fill the unexpired term of Seat 5. No  
83 other nominations were made.

84  
85 **On MOTION by Mr. Presiga and seconded by Ms. Madison, with all in favor, the**  
86 **appointment of Ms. Jennifer (Jenn) Regan to fill the unexpired term of Seat 5,**  
87 **was approved.**

88  
89  
90 • **Administration of Oath of Office to Newly Appointed Supervisor**

91 Mr. Wrathell, a Notary of the State of Florida and duly authorized, administered the  
92 Oath of Office to Ms. Regan.

93 ▪ **Supervisor Packet**

94 **This item, part of the Fourth Order of Business, was presented out of order.**

95 Mr. Wrathell provided and briefly explained the following items:

96 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

97 **B. Membership, Obligations and Responsibilities**

98 **C. Financial Disclosure Forms**

99 **IV. Form 1: Statement of Financial Interests**

100 **V. Form 1X: Amendment to Form 1, Statement of Financial Interests**

101 **VI. Form 1F: Final Statement of Financial Interests**

102 **D. Form 8B: Memorandum of Voting Conflict**

103 Supervisors were instructed to file Form 1 with the Supervisors of Elections office within  
104 30 days, in their County of residence, preferably in a manner that provides a proof of receipt, to  
105 avoid being fined.

106 Mr. Johnson discussed the importance of filing disclosure forms, upon receipt of gifts  
107 from anyone doing business with the District, and noted that, once a certain value is exceed, if  
108 the Supervisor chooses to keep the gift, they are required turn it over to the District.



109 Mr. Wrathell discussed General Liability and Public Officer’s insurance that would  
110 protect Board Members, as long as they are operating within the constraints of their duties.

111

112 **SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-04,  
Designating a Chair, a Vice Chair, a  
Secretary, Assistant Secretaries, a  
Treasurer and an Assistant Treasurer of the  
Water Street Tampa Improvement District,  
and Providing for an Effective Date**

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119 Mr. Wrathell presented Resolution 2021-04. Mr. Presiga nominated the following slate  
120 of officers:

121

Chair Kim Madison

122

Vice Chair Michael Spada

123

Secretary Craig Wrathell

124

Assistant Secretary Damian Presiga

125

Assistant Secretary Jorge Fuentes

126

Assistant Secretary Jennifer (Jenn) Regan

127

Assistant Secretary Cindy Cerbone

128

Assistant Secretary Daniel Rom

129

Treasurer Craig Wrathell

130

Assistant Treasurer Jeff Pinder

131

No other nominations were made.

132

133

**On MOTION by Mr. Fuentes and seconded by Ms. Madison, with all in favor,  
Resolution 2021-04, Designating a Chair, a Vice Chair, a Secretary, Assistant  
Secretaries, a Treasurer and an Assistant Treasurer of the Water Street Tampa  
Improvement District, as nominated, and Providing for an Effective Date, was  
adopted.**

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140 **EIGHTH ORDER OF BUSINESS**

**Consideration of RSA Consulting Group,  
LLC Independent Contractor Agreement for  
Liaison and Advisory Services Regarding  
Governmental Relations**

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142

143

144

145 Mr. Wrathell presented the RSA Consulting Group, LLC Independent Contractor  
146 Agreement to provide lobbying and advisory services, in which fees were waived. He stated  
147 that the District was seeking legislation to amend the District’s boundaries and that a hearing  
148 with the City was scheduled for tomorrow night. Mr. Shimberg noted the meeting was a  
149 confirmation and the City had no plans to object. The State legislature process would follow  
150 that. He identified the area of expansion of land purchased in 2018 and the small area that  
151 would be reduced.

152 The following changes would be made:

153 Section 1 – Contractor’s Work for Company: Revise section using language relating to  
154 the District.

155 Signature Line: Change: “Jim Shimberg” to “Kim Madison”  
156

157 **On MOTION by Ms. Madison and seconded by Mr. Spada, with all in favor, the**  
158 **RSA Consulting Group, LLC Independent Contractor Agreement for Liaison and**  
159 **Advisory Services Regarding Governmental Relations, in substantial form, and**  
160 **authorizing the Chair or Vice Chair to execute, was approved.**

161  
162

163 **NINTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial  
Statements as of December 31, 2020**

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165  
166  
167

Mr. Wrathell presented the Unaudited Financial Statements as of December 31, 2020.

168 **On MOTION by Mr. Spada and seconded by Mr. Presiga, with all in favor, the**  
169 **Unaudited Financial Statements as of December 31, 2020, were accepted.**

170  
171

172 **TENTH ORDER OF BUSINESS**

**Approval of Minutes**

173  
174

Mr. Wrathell presented the following Meeting Minutes:

175 **A. November 17, 2020 Landowners’ Meeting**

176 The following change was made:

177 Line 43: Change “WST J.W. Merritt LLC” to “WST J.W.M., LLC”

178 Line 13: Change “Greg” to “Gregg”

179 **B. December 2, 2020 Regular Meeting**

180 The following changes were made:

- 181 Line 19: Change "Greg" to "Gregory"
- 182 Line 20: Change "Sonia" to "Sonya"
- 183 Line 21: Change "Member of the public" to "Strategic Property Partners"

184

185 **On MOTION by Mr. Presiga and seconded by Mr. Fuentes, with all in favor, the**  
186 **November 17, 2020 Landowners' Meeting and the December 2, 2020 Regular**  
187 **Meeting Minutes, as amended, were approved.**

188

189

190 **ELEVENTH ORDER OF BUSINESS**

**Staff Reports**

191

192 **A. District Counsel: *Hopping, Green & Sams, P.A.***

193 Mr. Johnson stated he would provide updates on the status of amending the District's  
194 boundaries.

195 **B. District Manager: *Wrathell, Hunt and Associates, LLC***

- 196 • **NEXT MEETING DATE: March 3, 2021 at 1:00 P.M.**

- 197 ○ **QUORUM CHECK**

198 The next meeting would be held March 3, 2021 but may be canceled if there are no  
199 matters to discuss.

200

201 **TWELFTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

202

203 There being no Board Members' comments or requests, the next item followed.

204

205 **THIRTEENTH ORDER OF BUSINESS**

**Public Comments**

206

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

208

209 **FOURTEENTH ORDER OF BUSINESS**

**Adjournment**

210

211 There being no further business to discuss, the meeting adjourned.

212

213 **On MOTION by Mr. Spada and seconded by Ms. Regan, with all in favor, the**  
214 **meeting adjourned at 1:42 p.m.**

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Secretary/Assistant Secretary

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Chair/Vice Chair

**WATER STREET TAMPA  
IMPROVEMENT DISTRICT**

**10B**

## WATER STREET TAMPA IMPROVEMENT DISTRICT

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

#### LOCATION

*Strategic Property Partners, LLC, 615 Channelside Drive, Suite 204, Tampa, FL 33602*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 7, 2020 <b>CANCELED</b>	Regular Meeting	1:00 PM
November 4, 2020 <b>CANCELED</b>	Regular Meeting	1:00 PM
November 17, 2020	Landowners' Meeting	1:00 PM
December 2, 2020	Regular Meeting	1:00 PM
January 6, 2021 <b>CANCELED</b>	Regular Meeting	1:00 PM
February 3, 2021	Regular Meeting	1:00 PM
March 3, 2021 <b>CANCELED</b>	Regular Meeting	1:00 PM
April 7, 2021 <b>CANCELED</b>	Regular Meeting	1:00 PM
May 5, 2021 <b>CANCELED</b>	Regular Meeting	1:00 PM
June 2, 2021	Regular Meeting	1:00 PM
July 7, 2021	Regular Meeting	1:00 PM
August 4, 2021	Regular Meeting	1:00 PM
September 1, 2021	Public Hearing & Regular Meeting	1:00 PM

**Exception:**

*\*January meeting date is one week later to accommodate New Year's Day holiday.*