

Wiregrass II Community Development District

Board of Supervisors Meeting May 25, 2021

District Office: 5844 Old Pasco Road, Suite 100 Wesley Chapel, FL 33544 813.994.1001

www.wiregrassllcdd.org

WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

Board of Supervisors Bill Porter Chair

Colby Chandler Vice Chair

Hatcher Porter Assistant Secretary
Caitlyn Chandler Assistant Secretary
Quinn Porter Assistant Secretary

District Manager Lynn Hayes Rizzetta & Company, Inc.

District Counsel Lindsay Whelan Hopping, Green & Sams

Interim Engineer Victor Barbosa Waldrop Engineering

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 994-1001. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT DISTRICT OFFICE • 5844 OLD PASCO ROAD • SUITE 100 • WESLEY CHAPEL, FL 33544

www.wiregrasscdd.org

May 21, 2021

Board of Supervisors
Wiregrass Community
Development District

REVISED FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Wiregrass Community Development District will be held on **Thursday**, **May 25**, **2021 at 10:30 a.m.** at the offices of Rizzetta & Company Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. The following is the agenda for this meeting:

	L TO ORDER/ROLL CALL IENCE COMMENTS
	NESS ADMINISTRATION
A.	Consideration of Minutes of the Board of Supervisors Meeting held on
	April 22, 2021 Tab 1
B.	Consideration of Operation & Maintenance Expenditures for
	April 2021 Tab 2
4. BUSI	NESS ITEMS
A.	Presentation of Fiscal Year 2021/2022 Proposed
	Budget Tab 3
B.	Consideration of Resolution 2021-05, Approving Fiscal Year
	2021/2022 Proposed Budget and Setting the Public Hearing on
	the Final BudgetTab 4
C.	Consideration of AMTEC Series 2020 Arbitrage Proposal Tab 5
D.	Consideration of Temporary Construction and Access Agreement Tab 6
5. STAFI	FREPORTS
A.	District Counsel
	1. Memorandum on Executive OrdersTab 7
B.	District Engineer
C.	District Manager
	Presentation of Registered Voter Count
6. AUDI	ENCE COMMENTS ON OTHER ITEMS
7. SUPE	RVISOR REQUESTS
8. ADJO	URNMENT

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call me at (813) 994-1001.

Very truly yours,

Lynn Hayes District Manager

cc. Lindsay Whelan, Hopping, Green, & Sams, P.A. Nicole Lynn, Ardurra Group, Inc.

Tab 1

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Wiregrass II Community Development District was held on **Thursday, April 22, 2021 at 10:32 a.m.** at the offices of Rizzetta & Company Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544.

AUDIT COMMITTEE MEETING:

Present were:

Bill Porter Board Supervisor, Chair
Colby Chandler Board Supervisor, Vice Chair

Hatcher Porter Board Supervisor, Assistant Secretary

Also Present were:

Lynn Hayes District Manager, Rizzetta & Company, Inc.

Scott Sheridan Developer, Locust Branch

Lindsay Whelan **District Counsel, Hopping, Green & Sams**

(via online)

Victor Barbosa **District Engineer, Waldrop Engineering**

(via online)

FIRST ORDER OF BUSINESS

Call to Order / Roll Call

Mr. Hayes confirmed there was a quorum present and called the meeting to order.

SECOND ORDER OF BUSINESS Audience Comments

No members of general audience in attendance.

THIRD ORDER OF BUSINESS Consideration of Minutes of the Board of

Supervisors Meeting held on February 25,

Mr. Hayes presented the minutes and inquired if there were any amendments necessary. There were none.

On a Motion by Mr. Hatcher Porter, seconded by Mr. Colby Chandler, with all in favor, the Board of Supervisors approved the regular meeting minutes from February 25, 2021, for Wiregrass II Community Development District.

FOURTH ORDER OF BUSINESS

Consideration of Operation and Maintenance Expenditures for February and March 2021

Mr. Hayes presented the Operation and Maintenance Expenditures for February and March 2021.

On a Motion by Mr. Hatcher Porter, seconded by Ms. Quinn Porter, with all in favor, the Board of Supervisors ratified the Operation & Maintenance Expenditures for February (\$6,353.31), and March (\$8,406.23) 2021 for Wiregrass II Community Development District.

FIFTH ORDER OF BUSINESS

Ratification of Ardurra District Engineering Services Contract

Mr. Hayes reviewed the District Engineering Services Contract with the Board.

On a Motion by Mr. Colby Chandler, seconded by Ms. Quinn Porter, with all in favor, the Board of Supervisors ratified the Ardurra District Engineering Services Contract with the Wiregrass II Community Development District.

SIXTH ORDER OF BUSINESS

Ratification of Work Authorization Bidding Phase of Wiregrass Ranch Blvd Phase 3B and Phase 4

On a Motion by Mr. Hatcher Porter, seconded by Ms. Quinn Porter, with all in favor, the Board of Supervisors ratified the Work Authorization Bidding Phase of Wiregrass Ranch Blvd for Phase 3B and Phase 4, for Wiregrass II Community Development District.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Whelan indicated she will be out of the office June through September 2021. During her absence, Jonathan Johnston will be the District Counsel. She will be back to attend the October 2021 meeting.

- **B.** District Engineer
 - No report.
- C. District Manager

Mr. Hayes stated that the next meeting would be May 27, 2021 at 10:30 a.m. at the offices of Rizzetta & Company Inc. located at 5844 Old Pasco Road, Wesley Chapel, FL 33544. He informed the Board he is beginning to work on the budget for Fiscal Year 2021-2022 and plans to provide the proposed budget at that meeting. The Board would like to change the date of the next meeting to May 25th if possible.

WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT April 22, 2021 Minutes of Meeting Page 3

92 93	The District Manager indicated he would get back to the Board after reviewing his schedule.
94 95	EIGHTH ORDER OF BUSINESS Adjournment
96 97 98 99	Mr. Hayes stated that if there was no more business to come before the Board than a motion to adjourn would be in order.
	On a Motion by Mr. Colby Chandler, seconded by Ms. Quinn Porter, with all in favor, the Board of Supervisors adjourned the meeting at 10:39 a.m. for Wiregrass II Community Development District.
100 101 102 103 104	
104 105 106	Secretary/ Assistant Secretary Chairman/Vice Chairman

Tab 2

Wiregrass II Community Development District

DISTRICT OFFICE · WESLEY CHAPEL, FLORIDA 33544 · (813)-994-1001

Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.wiregrasscddii.org

Operations and Maintenance Expenditures April 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2021 through April 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented:	\$3,413.06	
Approval of Expenditures:		
Chairperson		
Vice Chairperson		
Assistant Secretary		

Wiregrass II Community Development District

Paid Operation & Maintenance Expenditures

April 1, 2021 Through April 30, 2021

Vendor Name	Check Number	Invoice Number	Invoice Description	Invo	oice Amount
Rizzetta & Company, Inc.	001080	INV0000057610	District Management Fees 04/21	\$	2,685.50
Rizzetta Technology Services	001081	INV000007404	Email & Website Hosting Services 04/21	\$	175.00
Wiregrass irrigation, LLC	001082	002	Irrigation Service 11/20	\$	276.28
Wiregrass irrigation, LLC	001083	006	Irrigation Service 03/21	\$	276.28
Report Total				\$	3,413.06

Tab 3



Wiregrass II Community Development District

wiregrassiicdd.org

Proposed Budget for Fiscal Year 2021/2022

Presented by: Rizzetta & Company, Inc.

5844 Old Pasco Road Suite 100 Wesley Chapel, Florida 33544 Phone: 813-994-1001

rizzetta.com

TABLE OF CONTENTS

	<u>Page</u>
General Fund Budget Account Category Descriptions	3
Debt Service Fund Budget Account Category Descriptions	10
General Fund Budget for Fiscal Year 2021/2022	11
Irrigation Revenue Fund for Fiscal Year 2021/2022	12
Debt Service Fund Budget for Fiscal Year 2021/2022	13
Accomments Charte for Figure Voor 2024/2022	1.1



GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Interest Earnings: The District may earn interest on its monies in the various operating accounts.

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

Facilities Rentals: The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Travel: Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Deputy Services: The District may wish to contract with the local police agency to provide security for the District.

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Streetlights: The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights within the District's boundaries.

Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Field Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Gate Phone: The District will incur telephone expenses if the District has gates that are to be opened and closed.

Street/Parking Lot Sweeping: The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

Gate Facility Maintenance: Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets the District may own if any.

Roadway Repair & Maintenance: Expenses related to the repair and maintenance of roadways owned by the District if any.

Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Employees - P/R Taxes: This is the employer's portion of employment taxes such as FICA etc.

Employee - Workers' Comp: Fees related to obtaining workers compensation insurance.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.

Gate Maintenance & Repairs: Any ongoing gate repairs and maintenance would be included in this line item.

Telephone, Fax, Internet: The District may incur telephone, fax and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities which require various office related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse

Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

Trail/Bike Path Maintenance: Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

Special Events: Expenses related to functions such as holiday events for the public enjoyment

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES - ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

Proposed Budget Wiregrass II Community Development District General Fund Fiscal Year 2021/2022

	Chart of Accounts Classification	t	tual YTD hrough 3/31/21	Ann	ojected ual Totals 20/2021	Вι	Annual udget for 020/2021	va	rojected Budget riance for 020/2021		udget for 021/2022	lr (De	Budget ncrease crease) vs 020/2021	Comments
1	DEVENUE													
2	REVENUES													
3	Special Assessments													
4 5	Tax Roll*	\$		\$	_	\$	_	Φ		•	80,132	¢.	00 122	
6	Off Roll*	\$		\$	-	\$	-	\$	-	\$		\$	80,132 103,884	
7	Contributions & Donations from Private Sources	Ψ		Ψ	-	Ψ	-	Ψ	-	Ψ	103,004	Ψ	103,004	
8	Developer Contributions	\$	71,464	\$	142,928	\$	180,225	\$	(37 297)	\$	_	\$	(180,225)	
9	1 2	Ť	,	-	2,020	Ψ	.00,220	<u> </u>	(07,207)	Ť		•	(100,220)	
	TOTAL REVENUES	\$	71,464	\$	142,928	\$	180,225	\$	(37,297)	\$	184,016	\$	3,791	
13														
14	TOTAL REVENUES AND BALANCE FORWARD	\$	71,464	\$	142,928	\$	180,225	\$	(37,297)	\$	184,016	\$	3,791	
15														
16	*Allocation of assessments between the Tax Roll ar	nd C	Off Roll ar	e esti	mates only	y ar	nd subject	to	change pr	rio	r to certific	ation	۱.	
17														
18	EXPENDITURES - ADMINISTRATIVE													
19	Financial & Administrative									1				
20	Administrative Administrative Services	\$	1,854	\$	3,708	\$	3,600	ተ	(108)	\$	3,600	\$		No Change EV 2024 2022
22	District Management	\$	10,352	\$	-			_	, ,	-	-			No Change FY 2021-2022
23	District Management District Engineer	\$	2,115		20,704 4,230	\$	20,100 5,000	_	(604) 770	\$		\$	-	No Change FY 2021-2022
24	Trustees Fees	\$	2,115	\$	4,230	\$	5,000	\$	-	\$	-	\$		US Bank Series 2020 Annual Admin Fee & Incidental Expenses
25	Tax Collector /Property Appraiser Fees	\$		\$	-	\$	150	\$	150	\$		\$	4,141	55 Sam Sonos 2020 Annual Aumin 1 ee & moldental Expenses
26	Financial & Revenue Collections	\$	1,854	\$	3,708	\$	3,600	\$	(108)	\$		\$	-	
27	Assessment Roll	\$	5,150	\$		\$		_	(150)	\$		\$	-	
28	Accounting Services	\$	6,180	\$	12,360	\$			(360)	\$		\$	-	
29	Auditing Services	\$	-	\$	-	\$	-	\$	- 1	\$	2,975	\$	2,975	Per contract Berger
30	Miscellaneous Mailings	\$	-	\$	-	\$	500	\$	500	\$	500	\$	-	
31	Public Officials Liability Insurance	\$	2,363	\$	2,250	\$	2,500	\$	250	\$	2,599	\$	99	Per EGIS estimate
32	Legal Advertising	\$	953	\$	1,906	\$	1,500	\$	(406)	\$	1,500	\$	-	
33	Bank Fees	\$	-	\$	-	\$	500		500	\$		\$	(500)	
34	Dues, Licenses & Fees	\$	175	\$		\$	175		-	\$		\$	-	DEO
35	Miscellaneous Fees	\$	-	\$	-	\$	500	_	500	\$		\$	-	
36	Website Hosting, Maintenance, Backup (and Email) ADA Website annual fee	\$	1,050	\$	2,100	\$	2,500	_	400	\$		\$		Rizzetta Tech & Campus Suite Contracts
37	ADA Website arriual ree ADA Website human remediation	\$	1,538	\$	3,076	\$	1,900 5,700		1,900 2,624	\$		\$, ,	Moved to Website Hosting line
39	Legal Counsel	Ф	1,536	Ф	3,076	Ф	5,700	Ф	2,024	ф	-	Ф	(5,700)	Moved to Website Hosting line
40	District Counsel	\$	10,115	\$	20,230	\$	20,000	\$	(230)	\$	20,000	\$	-	
45	Biodist Courses	Ψ	10,110	Ψ	20,200	Ψ	20,000	Ψ	(200)	Ψ	20,000	Ψ		
46	Administrative Subtotal	\$	43,699	\$	79,597	\$	85,225	\$	5,628	\$	85,840	\$	615	
47		•	10,000		,	•			-,	Ť				
	EXPENDITURES - FIELD OPERATIONS													
49														
50	Electric Utility Services													
51	Street Lights	\$	-	\$	-	\$	25,000	\$	25,000	\$	25,000	\$	-	Adding 18 street lights
_	Water-Sewer Combination Services													
53	Utility - Reclaimed Irrigation	\$	1,658	\$	3,316	\$	-	\$	(3,316)	\$	5,000	\$	5,000	
54	Stormwater Control	L.				_				L				
55	Aquatic Maintenance	\$	-	\$	-	\$	-	\$	-	\$		\$		Are we going to have any expenses for this item if not \$0
56	Lake/Pond Bank Maintenance	\$	-	\$	-	\$	10,000	\$	10,000	\$	10,000	\$	-	Are we going to have any expenses for this item if not \$0
_	Other Physical Environment General Liability Insurance	ď	2 000	•	2 000	¢	5,000	¢	2 000	¢	2 177	Ф.	(4 000)	Per ECIS estimate
58 59	Property Insurance	\$	2,888	\$	2,888	\$	5,000 5,000		2,888 5,000	\$		\$		Per EGIS estimate Per EGIS estimate
60	Landscape Maintenance	\$		\$	-	\$	25,000		25,000	\$				Are we going to have any expenses for this item if not \$0
61	Contingency	Ψ		۳	-	Ψ	20,000	Ψ	20,000	Ψ	20,000	Ψ	-	The me going to have any expenses for this item it hot of
62	Miscellaneous Contingency	\$	_	\$	-	\$	25,000	\$	25,000	\$	25,000	\$	-	Are we going to have any expenses for this item if not \$0
63	<u> </u>	Ť		Ť		7	-,	7	-,	Ť	-,	-		5 5 7
	Field Operations Subtotal	\$	4,546	\$	6,204	\$	95,000	\$	89,572	\$	98,177	\$	3,177	
65					·		-			Ť	·		•	
66	Contingency for County TRIM Notice													
67														
_	TOTAL EXPENDITURES	\$	48,243	\$	85,800	\$	180,225	\$	95,199	\$	184,016	\$	3,791	
69														
_	EXCESS OF REVENUES OVER EXPENDITURES	\$	23,221	\$	57,128	\$	-	\$	(132,496)	\$	-	\$	-	
71														

Proposed Budget Wiregrass II Community Development District Irrigation Revenue Fund Fiscal Year 2021/2022

	Chart of Accounts Classification	th	ctual YTD rough /31/21	Project Annua Total: 2020/20	al s	Budget for	Projecte Budget variance for 2020/202	: e :	Budget fo 2021/2022	r (De	Budget acrease ecrease) vs 20/2021	Comments
1												
_	REVENUES											
3												
4	Special Assessments											
5	Tax Roll	\$	-	\$	-	\$ -	\$ -		\$ 97,177.56	\$	97,178	
6												
7	Balance Forward from Prior Year	\$	-	\$	-	\$ -	\$ -					
8							-					
9	TOTAL REVENUES AND BALANCE	\$	-	\$	-	\$ -	\$ -		\$ 97,177.56	\$	97,178	
10												
11	EXPENDITURES											
12												
13	Financial and Administrative											
14	Assessment Roll	\$	1,500	\$	-	\$ -	\$ -		\$ 1,500	\$	1,500	
15	Reclaimed Accounting fee	\$	2,500	\$	-	\$ -	\$ -		\$ 6,000	\$	6,000	
16	Water-Sewer Combination Services											
17	Utility - Reclaimed Irrigation	\$	-	\$	-	\$ -	\$ -		\$ 89,677.56	\$	89,678	
18												
19	TOTAL EXPENDITURES	\$	4,000	\$	-	\$ -	\$ -		\$ 97,177.56	\$	97,178	
19												
20	EXCESS OF REVENUES OVER	\$	(4,000)	\$	-	\$ -	\$ -		\$ -	\$	-	
21												

Proposed Budget Wiregrass II Community Development District Debt Service Fiscal Year 2021/2022

Chart of Accounts Classification	Series 2020	Budget for 2021/2022
REVENUES		
Special Assessments		
Net Special Assessments	\$595,817.91	\$595,817.91
TOTAL REVENUES	\$595,817.91	\$595,817.91
EXPENDITURES		
Administrative		
Financial & Administrative		
Debt Service Obligation	\$595,817.91	\$595,817.91
Administrative Subtotal	\$595,817.91	\$595,817.91
TOTAL EXPENDITURES	\$595,817.91	\$595,817.91
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00

Collection and Discount % applicable to the county:

6.0%

Gross assessments \$633,309.85

Notes:

Pasco County Collection Costs (2%) and Early Payment Discounts (4%) included in the Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

Wiregrass II Community Development District

FISCAL YEAR 2021/2022 O&M, IRRIGATION & DEBT SERVICE ASSESSMENT COMPARISON

2021/2022 O&M Budget	\$184,016.00
Pasco County 2% Collection Cost:	\$3,915.23
4% Early Payment Discount:	\$7,830.47
2021/2022 Total:	\$195,761.70
2020/2021 O&M Budget 2021/2022 O&M Budget	\$180,225.00 \$184,016.00
Total Difference:	\$3,791.00
2021/2022 Irrigation Budget	\$97,177.56
Pasco County 2% Collection Cost:	\$2,067.61
4% Early Payment Discount:	\$4,135.22
2021/2022 Total:	\$103,380.38
2020/2021 Irrigation Budget	\$0.00
2021/2022 Irrigation Budget	\$97,177.56
Total Difference:	\$89,677.56

	PER UNIT ANNUAL	L ASSESSMENT	Proposed Increase / Decrease
	2020/2021	2021/2022	
<u>Esplanade</u>			
Series 2020 Debt Service - SF 45'	\$1,422.10	\$1,422.10	\$0.00
Operations/Maintenance - SF 45'	\$0.00	\$441.33	(1)
Irrigation - SF - 41 - 50	\$0.00	\$743.83	(2)
Total	\$1,422.10	\$2,607.27	(1) (2)
Series 2020 Debt Service - SF 45'	\$1,422.10	\$1,422.10	\$0.00
Operations/Maintenance - SF 45'	\$0.00	\$441.33	(1)
Irrigation - SF - 41 - 50 (Not Active)	\$0.00	\$249.56	(2)
Total	\$1,422.10	\$2,112.99	(1) (2)

Series 2020 Debt Service - SF 45'	\$1,422.10	\$1,422.10	\$0.00
Operations/Maintenance - SF 45'	\$0.00	\$441.33	(1)
Irrigation - SF - 51 - 60	\$0.00	\$789.07	(2)
Total	\$1,422.10	\$2,652.50	(1) (2)
Series 2020 Debt Service - SF 45'	\$1,422.10	\$1,422.10	\$0.00
			•
Operations/Maintenance - SF 45'	\$0.00	\$441.33	(1)
Irrigation - SF - 51 - 60 (Not Active)	\$0.00	\$249.56	(2)
Total	\$1,422.10	\$2,112.99	(1) (2)
Series 2020 Debt Service - SF 45'	\$1,422.10	\$1,422.10	\$0.00
Operations/Maintenance - SF 45'	\$0.00	\$441.33	(1)
Irrigation - SF - 71 - 80 (Not Active)	\$0.00	\$249.56	(2)
Total	\$1,422.10	\$2,112.99	(1) (2)
Series 2020 Debt Service - SF 52'	¢4 642 20	¢1 642 22	\$0.00
	\$1,643.32	\$1,643.32	•
Operations/Maintenance - SF 52'	\$0.00	\$507.27	(1)
Irrigation - SF - 41 - 50 (Not Active)	\$0.00	\$249.56	(2)
Total	\$1,643.32	\$2,400.15	(1) (2)
Series 2020 Debt Service - SF 52'	\$1,643.32	\$1,643.32	\$0.00
Operations/Maintenance - SF 52'	\$0.00	\$507.27	(1)
Irrigation - SF - 51 - 60	\$0.00	\$789.07	(2)
Total	\$1,643.32	\$2,939.66	(1) (2)
Series 2020 Debt Service - SF 52'	\$1,643.32	\$1,643.32	\$0.00
Operations/Maintenance - SF 52'	\$0.00	\$507.27	(1)
Irrigation - SF - 51 - 60 (Not Active)	\$0.00	\$249.56	(2)
Total	\$1,643.32	\$2,400.15	(1) (2)
Source 2020 Dobt Sources SE 521	Φ4 C42 22	¢4 642 22	<u> </u>
Series 2020 Debt Service - SF 52'	\$1,643.32	\$1,643.32 \$507.27	\$0.00
Operations/Maintenance - SF 52'	\$0.00 \$0.00	\$507.27 \$834.31	(1)
Irrigation - SF - 61 - 70 Total	\$0.00	<u>'</u>	(2)
TOTAL	\$1,643.32	\$2,984.89	(1) (2)
Series 2020 Debt Service - SF 52'	\$1,643.32	\$1,643.32	\$0.00
Operations/Maintenance - SF 52'	\$0.00	\$507.27	(1)
Irrigation - SF - 61 - 70 (Not Active)	\$0.00	\$249.56	(2)
Total	\$1,643.32	\$2,400.15	(1) (2)

Series 2020 Debt Service - SF 62'	\$1,959.34	\$1,959.34	\$0.00
Operations/Maintenance - SF 62'	\$0.00	\$603.65	(1)
Irrigation - SF - 51 - 60	\$0.00	\$789.07	(2)
Total	\$1,959.34	\$3,352.06	(1) (2)
Osnica 2000 Dalet Camilea - OF COL	Φ4 050 24	Φ4 OFO 24	ФО ОО
Series 2020 Debt Service - SF 62'	\$1,959.34	\$1,959.34	\$0.00
Operations/Maintenance - SF 62'	\$0.00	\$603.65	(1)
Irrigation - SF - 61 - 70	\$0.00	\$834.31	(2)
Total	\$1,959.34	\$3,397.30	(1) (2)
Series 2020 Debt Service - SF 62'	\$1,959.34	\$1,959.34	\$0.00
Operations/Maintenance - SF 62'	\$0.00	\$603.65	(1)
Irrigation - SF - 61 - 70 (Not Active)	\$0.00	\$249.56	(2)
Total	\$1,959.34	\$2,812.55	(1) (2)
		#4.050.04	
Series 2020 Debt Service - SF 62'	\$1,959.34	\$1,959.34	\$0.00
Operations/Maintenance - SF 62'	\$0.00	\$603.65	(1)
Irrigation - SF - 71 - 80	\$0.00	\$879.68	(2)
Total	\$1,959.34	\$3,442.67	(1) (2)
Series 2020 Debt Service - SF 62'	\$1,959.34	\$1,959.34	\$0.00
Operations/Maintenance - SF 62'	\$0.00	\$603.65	(1)
Irrigation - SF - 80 Plus	\$0.00	\$927.41	(2)
Total	\$1,959.34	\$3,490.40	(1) (2)
Series 2020 Debt Service - SF 76'	\$2,401.77	\$2,401.77	\$0.00
Operations/Maintenance - SF 76'	\$0.00	\$740.62	(1)
Irrigation - SF - 71 - 80	\$0.00	\$879.68	(2)
Total	\$2,401.77	\$4,022.07	(1) (2)
Series 2020 Debt Service - SF 76'	\$2,401.77	¢2.404.77	\$0.00
	\$2,401.77 \$0.00	\$2,401.77 \$740.62	•
Operations/Maintenance - SF 76'	\$0.00 \$0.00	\$740.62 \$927.41	(1)
Irrigation - SF - 80 Plus Total	-	· · · · · · · · · · · · · · · · · · ·	(2)
I O La I	\$2,401.77	\$4,069.80	(1) (2)
Series 2020 Debt Service - SF 76'	\$2,401.77	\$2,401.77	\$0.00
Operations/Maintenance - SF 76'	\$0.00	\$740.62	(1)
Irrigation - SF - 80 Plus (Not Active)	\$0.00	\$249.56	(2)
Total	\$2,401.77	\$3,391.95	(1) (2)

<u>Unplatted</u>

Series 2016 Debt Service - SF 45' (Unplatted)	\$1,422.10	\$1,422.10	\$0.00
Operations/Maintenance - SF 45' (Unplatted)	\$0.00	\$441.33	(1)
Total	\$1,422.10	\$1,863.43	(1)
Series 2016 Debt Service - SF 52' (Unplatted)	\$1,643.32	\$1,643.32	\$0.00
Operations/Maintenance - SF 52' (Unplatted)	\$0.00	\$507.27	(1)
Total	\$1,643.32	\$2,150.59	(1)
Series 2016 Debt Service - SF 62' (Unplatted)	\$1,959.34	\$1,959.34	\$0.00
Operations/Maintenance - SF 62' (Unplatted)	\$0.00	\$603.65	(1)
Total	\$1,959.34	\$2,562.99	(1)
Series 2016 Debt Service - SF 76' (Unplatted)	\$2,401.77	\$2,401.77	\$0.00
Operations/Maintenance - SF 76' (Unplatted)	\$0.00	\$740.62	(1)
Total	\$2,401.77	\$3,142.39	(1)

⁽¹⁾ FY 2021-2022 will be the first year of levied Operations & Maintenance Assessments

⁽²⁾ FY 2021-2022 will be the first year of levied Irrigation Assessments

WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2021/2022 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET
COLLECTION COSTS @
EARLY PAYMENT DISCOUNT @
TOTAL O&M ASSESSMENT

\$184,016.00 2.0% \$3,915.23 4.0% \$7,830.47 \$195,761.70

	<u>u</u>	NITS ASSESSED		ALLOCATION OF O&M ASSESSMENT				
		2020 DEBT			TOTAL	% TOTAL	TOTAL	
PRODUCT TYPE	<u>0&M</u>	SERVICE (1)		EAU FACTOR	EAU's	EAU's	O&M BUDGET	
PLATTED	, <u></u> -					·		
<u>Esplanade</u>								
Single Family 45	68	68	Lots	0.87	59.16	15.33%	\$30,010.27	
Single Family 52	66	66	Lots	1.00	66.00	17.10%	\$33,480.01	
Single Family 62	25	25	Lots	1.19	29.75	7.71%	\$15,091.37	
Single Family 76	9	9	Lots	1.46	13.14	3.40%	\$6,665.57	
<u>UNPLATTED</u>								
Single Family 45	82	82	Lots	0.87	71.34	18.49%	\$36,188.85	
Single Family 52	90	90	Lots	1.00	90.00	23.32%	\$45,654.57	
Single Family 62	34	34	Lots	1.19	40.46	10.48%	\$20,524.26	
Single Family 76	11	11	Lots	1.46	16.06	4.16%	\$8,146.80	
Total District	385	385		<u>-</u>	385.91	100.00%	\$195,761.70	

	2020 DEBT SERVICE (2)	TOTAL (3)		
<u>O&M</u> <u>S</u>	SERVICE (2)	TOTAL (3)		
\$441.33	\$1,422.10	\$1,863.43	1	Lot
\$507.27	\$1,643.32	\$2,150.59	1	Lot
\$603.65	\$1,959.34	\$2,562.99	1	Lot
\$740.62	\$2,401.77	\$3,142.39	1	Lot
\$441.33	\$1,422.10	\$1,863.43	1	Lot
\$507.27	\$1,643.32	\$2,150.59	1	Lot
\$603.65	\$1,959.34	\$2,562.99	1	Lot
\$740.62	\$2,401.77	\$3,142.39	1	Lot

LESS: Pasco County Collection Costs (2%) and Early Payment Discounts (4%):

(\$11,745.70)

Net Revenue to be Collected

\$184,016.00

⁽¹⁾ Reflects the number of total lots with Series 2020 debt outstanding

⁽²⁾ Annual debt service assessment per lot adopted in connection with the Series 2020 bond issuance. Annual assessment includes principal, interest, Pasco County collection costs and early payment discount costs.

⁽³⁾ Annual assessment that will appear on November 2021 Pasco County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of

Lot

WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2021/2022 IRRIGATION ASSESSMENT SCHEDULE

 TOTAL IRRIGATION BUDGET
 \$97,177.56

 COLLECTION COSTS @
 2.0%
 \$2,067.61

 EARLY PAYMENT DISCOUNT @
 4.0%
 \$4,135.22

 TOTAL IRRIGATION ASSESSMENT
 \$103,380.38

		IRRIGATION			
PRODUCT TYPE	<u>IRRIGATION</u>	BUDGET	IRRIGATION	TOTAL (1)	
<u>PLATTED</u>					
<u>Esplanade</u>					
SF 41 - 50	23	\$17,108.17	\$743.83	\$743.83	1
SF 41 - 50 - Not Active	28	\$6,987.63	\$249.56	\$249.56	1
SF 51 - 60	47	\$37,086.25	\$789.07	\$789.07	1
SF 51 - 60 - Not Active	23	\$5,739.84	\$249.56	\$249.56	1
SF 61 - 70	21	\$17,520.41	\$834.31	\$834.31	1
SF 61 - 70 - Not Active	3	\$748.68	\$249.56	\$249.56	1
SF 71 - 80	9	\$7,917.11	\$879.68	\$879.68	1
SF 71 - 80 - Not Active	2	\$499.12	\$249.56	\$249.56	1
SF 80 Plus	10	\$9,274.05	\$927.41	\$927.41	1
SF 80 Plus - Not Active	2	\$499.12	\$249.56	\$249.56	1
<u>UNPLATTED</u>					
SF - Phases 1 & 2 - Unplatted	0	\$0.00	\$0.00	\$0.00	1
Total District	168	\$103,380.38			

LESS: Pasco County Collection Costs (2%) and Early Payment Discounts (4%): (\$6,202.82)

Net Revenue to be Collected \$97,177.56

⁽¹⁾ Annual assessment that will appear on November 2021 Pasco County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

WIREGRASS II CDD

FISCAL YEAR 2021/2022 O&M, IRRIGATION & DEBT SERVICE ASSESSMENT SCHEDULE

 TOTAL O&M BUDGET
 \$184,016.00

 COLLECTION COSTS @
 2.0%
 \$3,915.23

 EARLY PAYMENT DISCOUNT @
 4.0%
 \$7,830.47

 TOTAL O&M ASSESSMENT
 \$195,761.70

 TOTAL IRRIGATION BUDGET
 \$97,177.56

 COLLECTION COSTS @
 2.0%
 \$2,067.61

 EARLY PAYMENT DISCOUNT @
 4.0%
 \$4,135.22

 TOTAL IRRIGATION ASSESSMENT
 \$103,380.38

		UNITS AS	SSESSED		AL	LOCATION OF O	&M ASSESSMEN	т	1		ANNU	IAL ASSESSME	NT	
			2020 DEBT			TOTAL	% TOTAL	TOTAL	IRRIGATION	-		2020 DEBT		
PRODUCT TYPE	O&M	IRRIGATION	SERVICE (1)		EAU FACTOR	EAU's	EAU's	O&M BUDGET	BUDGET	<u>0&M</u>	IRRIGATION	SERVICE (2)	TOTAL (3)	
PLATTED														
<u>Esplanade</u>														
Single Family 45'														
Irrigation 41 - 50	23	23	23	Lots	0.87	20.01	5.19%	\$10,150.53	\$17,108.17	\$441.33	\$743.83	\$1,422.10	\$2,607.27	/ Lot
Irrigation 41 - 50 - Not Active	26	26	26	Lots	0.87	22.62	5.86%	\$11,474.51	\$6,488.52	\$441.33	\$249.56	\$1,422.10	\$2,112.99	/ Lot
Irrigation 51 - 60	6	6	6	Lots	0.87	5.22	1.35%	\$2,647.96	\$4,734.42	\$441.33	\$789.07	\$1,422.10	\$2,652.50	/ Lot
Irrigation 51 - 60 - Not Active	11	11	11	Lots	0.87	9.57	2.48%	\$4,854.60	\$2,745.14	\$441.33	\$249.56	\$1,422.10	\$2,112.99	/ Lot
Irrigation 71 - 80 - Not Active	2	2	2	Lots	0.87	1.74	0.45%	\$882.65	\$499.12	\$441.33	\$249.56	\$1,422.10	\$2,112.99	/ Lot
Single Family 52'														
Irrigation 41 - 50 - Not Active	2	2	2	Lots	1	2.00	0.52%	\$1,014.55	\$499.12	\$507.27	\$249.56	\$1,643.32	\$2,400.15	/ Lot
Irrigation 51 - 60	40	40	40	Lots	1	40.00	10.37%	\$20,290.92	\$31,562.77	\$507.27	\$789.07	\$1,643.32	\$2,939.66	/ Lot
Irrigation 51 - 60 - Not Active	12	12	12	Lots	1	12.00	3.11%	\$6,087.28	\$2,994.70	\$507.27	\$249.56	\$1,643.32	\$2,400.15	/ Lot
Irrigation 61 - 70	11	11	11	Lots	1	11.00	2.85%	\$5,580.00	\$9,177.36	\$507.27	\$834.31	\$1,643.32	\$2,984.89	/ Lot
Irrigation 61 - 70 - Not Active	1	1	1	Lots	1	1.00	0.26%	\$507.27	\$249.56	\$507.27	\$249.56	\$1,643.32	\$2,400.15	/ Lot
Single Family 62!														
Single Family 62' Irrigation 51 - 60		4		1 -4-	4.40	1.19	0.31%	\$603.65	\$789.07	\$603.65	\$789.07	\$1,959.34	\$3,352.06	/ 1 = 4
S .	1	1 10	1	Lots	1.19 1.19		3.08%							/ Lot
Irrigation 61 - 70 Irrigation 61 - 70 - Not Active	10		10	Lots		11.90 2.38	3.08% 0.62%	\$6,036.55 \$1,207.31	\$8,343.05 \$499.12	\$603.65 \$603.65	\$834.31	\$1,959.34	\$3,397.30 \$2,812.55	/ Lot
9	2	2 4	2	Lots	1.19						\$249.56	\$1,959.34		/ Lot
Irrigation 71 - 80	4	-	4	Lots	1.19	4.76	1.23%	\$2,414.62	\$3,518.72	\$603.65	\$879.68	\$1,959.34	\$3,442.67	/ Lot
Irrigation 80 Plus	8	8	8	Lots	1.19	9.52	2.47%	\$4,829.24	\$7,419.24	\$603.65	\$927.41	\$1,959.34	\$3,490.40	/ Lot
Single Family 76'														
Irrigation 71 - 80	5	5	5	Lots	1.46	7.30	1.89%	\$3,703.09	\$4,398.40	\$740.62	\$879.68	\$2,401.77	\$4,022.07	/ Lot
Irrigation 80 Plus	2	2	2	Lots	1.46	2.92	0.76%	\$1,481.24	\$1,854.81	\$740.62	\$927.41	\$2,401.77	\$4,069.80	/ Lot
Irrigation 80 Plus - Not Active	2	2	2	Lots	1.46	2.92	0.76%	\$1,481.24	\$499.12	\$740.62	\$249.56	\$2,401.77	\$3,391.95	/ Lot
<u>Unplatted</u>														
Single Family 45	82	0	82	Lots	0.87	71.34	18.49%	\$36,188.85	\$0.00	\$441.33	\$0.00	\$1,422.10	\$1,863.43	/ Lot
Single Family 52	90	0	90	Lots	1.00	90.00	23.32%	\$45,654.57	\$0.00	\$507.27	\$0.00	\$1,643.32	\$2,150.59	/ Lot
Single Family 62	34	0	34	Lots	1.19	40.46	10.48%	\$20,524.26	\$0.00	\$603.65	\$0.00	\$1,959.34	\$2,562.99	/ Lot
Single Family 76	11	0	11	Lots	1.46	16.06	4.16%	\$8,146.80	\$0.00	\$740.62	\$0.00	\$2,401.77	\$3,142.39	/ Lot
Total District	385	168	385			385.91	100.00%	\$195,761.70	\$103,380.38					
. Sta. Siotriot		.30			_	222.01	. 50.00 /0	Ţ.cc,. 01110	+,					

LESS: Pasco County Collection Costs (2%) and Early Payment Discounts (4%):	(\$11,745.70)	(\$6,202.82)
Net Revenue to be Collected	\$184,016.00	\$97,177.56

- (1) Reflects the number of total lots with Series 2020 debt outstanding.
- (2) Annual debt service assessment per lot adopted in connection with the Series 2020 bond issuance. Annual assessment includes principal, interest, Pasco County collection costs and early payment discount costs.
- (3) Annual assessment that will appear on November 2021 Pasco County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

Tab 4

RESOLUTION 2021-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2021/2022; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGET PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; DECLARING IRRIGATION SPECIAL ASSESSMENTS TO FUND THE IRRIGATION PROGRAM ADMINISTRATION PURSUANT TO CHAPTERS 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Wiregrass II Community Development District ("District") prior to June 15, 2021, a proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("Fiscal Year 2021/2022"); and

WHEREAS, it is in the best interest of the District to fund the administrative, operations, and irrigation services (together, "Services") set forth in the Proposed Budget by levy of special assessments and irrigation special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes (together, "Assessments"), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT:

- **1. PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2021/2022 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- 2. DECLARING ASSESSMENTS. Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the "District's Office," c/o Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544. The Assessments shall be levied within the District on all benefitted

lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District's Office. The Assessments shall be paid in one more installments pursuant to a bill issued by the District in November of 2021, and pursuant to Chapter 170, Florida Statutes, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes.

3. SETTING PUBLIC HEARINGS. Pursuant to Chapters 170, 190, and 197, Florida Statutes, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour, and location:

DATE: August 26, 2021 HOUR: 10:30 a.m.

LOCATION: Rizzetta & Company, Inc.

5844 Old Pasco Road, Suite 100 Wesley Chapel, Florida 33544

- **4.** TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Proposed Budget to Pasco County at least 60 days prior to the hearing set above.
- **5. 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 3 and shall remain on the website for at least 45 days.
- **6. PUBLICATION OF NOTICE.** The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Pasco County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.
- **7. 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.
 - **8. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 25TH DAY OF MAY 2021.

ATTEST:	WIREGRASS II COMMUNITY
	DEVELOPMENT DISTRICT
Secretary/ Assistant Secretary	Chairman, Board of Supervisors

Exhibit A

Fiscal Year 2021/2022 Budget

Tab 5

Arbitrage Rebate Computation Proposal For

Wiregrass II Community Development District

(Pasco County, Florida)

\$10,705,000 Capital Improvement Revenue Bonds (Assessment Area One)

Series 2020





www.amteccorp.com

April 8, 2021

Wiregrass II Community Development District c/o Ms. Shandra Torres
District Compliance Associate
Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Re: \$10,705,000 Wiregrass II Community Development District (Pasco County, Florida), Capital Improvement Revenue Bonds (Assessment Area One), Series 2020

To Whom It May Concern:

AMTEC is an independent consulting firm that specializes in arbitrage rebate calculations. We have the ability to complete rebate computations for the above-referenced Wiregrass II Community Development District (the "District") Series 2020 bond issue (the "Bonds"). We do not sell investments or seek an underwriting role. As a result of our specialization, we offer very competitive pricing for rebate computations. Our typical fee averages less than \$1,000 per year, per issue and includes up to five years of annual rebate liability reporting.

Firm History

AMTEC was incorporated in 1990 and maintains a prominent client base of colleges and universities, school districts, hospitals, cities, state agencies and small-town bond issuers throughout the United States. We currently compute rebate for more than 6,600 bond issues and have delivered thousands of rebate reports. The IRS has never challenged our findings.

Southeast Client Base

We provide arbitrage rebate services to over 350 bond issues aggregating more than \$9.1 billion of tax-exempt debt in the southeastern United States. We have recently performed computations for the Magnolia West, East Park, Palm Coast Park, and Town Center at Palm Coast Park Community Development Districts. Additionally, we are exclusive rebate consultant to the Town of Palm Beach and Broward County in Florida. Nationally, we are rebate consultants for the City of Lubbock (TX), the City of Tulsa (OK) and the States of Connecticut, New Jersey, Montana, West Virginia, Vermont, Mississippi and Alaska.

We have prepared a Proposal for the computation of arbitrage for the District's Bonds. We have established a "bond year end" of November 13th, based upon the anniversary date of the Bonds in November 2020.

Proposal

We are proposing rebate computation services based on the following:

- \$10,705,000 Series 2020 Bonds;
- Fixed Rate Debt; and
- Acquisition & Construction, Cost of Issuance, Reserve and Debt Service Accounts.

Should the Tax Agreement require rebate computations for any other accounts, computations will be extended to include those accounts at no additional cost to the District.

Our guaranteed fee for rebate computations for the Series 2020 Bonds is \$450 per year and will encompass all activity from November 13, 2020, the date of the closing, through November 13, 2025, the end of the 5th Bond Year and initial Computation Date. The fee is based upon the size as well as the complexity. Our fee is payable upon your acceptance of our rebate reports, which will be delivered shortly after the report dates specified in the following table.

AMTEC's Professional Fee – Series 2020 Bonds

Report Date	Type of Report	Period Covered	Fee
October 31, 2021	Rebate and Opinion	Closing – October 31, 2021	\$450
October 31, 2022	Rebate and Opinion	Closing – October 31, 2022	\$450
October 31, 2023	Rebate and Opinion	Closing – October 31, 2023	\$450
October 31, 2024	Rebate and Opinion	Closing – October 31, 2024	\$450
November 13, 2025	Rebate and Opinion	Closing – November 13, 2025	\$450

In order to begin, we are requesting copies of the following documentation:

1. US Bank statements for all accounts from November 13, 2020, the date of the closing, through each report date.

AMTEC's Scope of Services

Our standard engagement includes the following services:

- Review of all bond documents and account statements for possible rebate exceptions;
- Computation of the rebate liability and/or the yield restricted amount, in accordance with Section 148 of the Internal Revenue Code, commencing with the date of the closing through required reporting date of the Bonds;
- Independent calculation of the yield on the Bonds to ensure the correct basis for any rebate liability. This effort provides the basis for our unqualified opinion;
- Reconciliation of the sources and uses of funds from the bond documentation;
- Calculation and analysis of the yield on all investments, subject to the Regulations, for each computation period;

- Production of rebate reports, indicating the above stated information, and the issuance of the AMTEC Opinion;
- Recommendations for proactive rebate management;
- Commingled funds, transferred proceeds and yield restriction analyses, if necessary;
- Preparation of IRS Form 8038-T and any accompanying documentation, should a rebate payment be required;
- We will discuss the results of our Reports with you, your auditors, and our continued support in the event of an IRS inquiry; and
- We guarantee the completeness and accuracy of our work.

The District agrees to furnish AMTEC with the required documentation necessary to fulfill its obligation under the scope of services. The District will make available staff knowledgeable about the bond transactions, investments and disbursements of bond proceeds.

The District agrees to pay AMTEC its fee after it has been satisfied that the scope of services, as outlined under the Proposal, has been fulfilled. AMTEC agrees that its fee is all-inclusive and that it will not charge the District for any expenses connected with this engagement.

The parties have executed this Agreement on	, 2021.
Wiregrass II Community Development District	Consultant: American Municipal Tax-Exempt Compliance Corporation
Community Development District	Michael Lay
By:	By: Michael J. Scarfo Senior Vice President

Tab 6

Prepared By and Return To

Lindsay C. Whelan, Esq. Hopping Green & Sams 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION **AND** ACCESS **EASEMENT** AGREEMENT ("Agreement") is made and entered into this 25th day of May, 2021, by and between **DEER POND**, **LLC**, a Florida limited liability company, whose address is 3717 Turman Loop, Suite 102, Wesley Chapel, Florida 33544 ("Deer Pond"), FLYCATCHER ENTERPRISES, LLC, a Florida limited liability company, whose address is 3717 Turman Loop, Suite 102, Wesley Chapel, Florida 33544 ("Flycatcher"), MAGGIE POND, LLC, a Florida limited liability company, whose address is 3717 Turman Loop, Suite 102, Wesley Chapel, Florida 33544 ("Maggie Pond"), WIREGRASS RANCH, INC., a Florida corporation, whose address is 3717 Turman Loop, Suite 102, Wesley Chapel, Florida 33544 ("Wiregrass Ranch" and collectively with Deer Pond, Flycatcher, and Maggie Pond, the "Grantor") in favor of WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT, a local unit of specialpurpose government established pursuant to Chapter 190, Florida Statutes, whose address is 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 ("Grantee" or the "District") (Grantor and Grantee are sometimes together referred to herein as the "Parties", and separately as the "Party").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of that certain parcel of real property located in Pasco County, Florida, being more particularly described on Exhibit "A" attached hereto, and by this reference incorporated herein (the "Easement Area"); and

WHEREAS, Grantee intends to complete within the Easement Area, the design, installation and construction of certain roadway improvements, water and sewer improvements, stormwater management facilities, landscaping, hardscaping, signage, and other such improvements as authorized by law, (collectively, the "**Improvements**"); and

WHEREAS, Grantor desires to grant to Grantee a temporary, non-exclusive construction and access easement on, upon, over, under, across, and through the Easement Area for the sole purpose of constructing the Improvements, until either construction of the Improvements is completed or the Grantee acquires the Easement Area, whichever occurs first.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth

and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

- 1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
- 2. **Temporary Construction Easement.** Grantor does hereby grant, bargain, sell and convey to Grantee a temporary, non-exclusive easement on, upon, over, under, across and through the Easement Area for access, ingress, egress and to allow Grantee to complete the design, construction and installation of the Improvements (collectively, the "**Easement**").
- 3. **Term of Easement.** Upon the earlier of (i) the completion of all Improvements and the acceptance of such by the District's Board of Supervisors, or (ii) recordation of a release of the Easement in the Public Records of Pasco County, Florida, then this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately revert to the Grantor, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area. Upon termination of this Agreement, as provided herein, and upon request by Grantor, Grantee shall promptly execute and deliver to Grantor a document in recordable form confirming termination of this Agreement and the Easement granted herein. Should the Grantee acquire the Easement Area from the Grantor prior to the occurrence of events (i) and (ii) enumerated herein, this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately vest in the Grantee, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area.
- 4. **Insurance and Indemnity.** Grantee and/or any contractors performing work for Grantee on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by any contractors performing work for Grantee on the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantee and Grantor as insured, as their interests may appear, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor. To the extent permitted by law and without waiving any of the protections afforded by Section 768.28, *Florida Statutes*, Grantee hereby agrees to indemnify and hold harmless Grantor from and against any and all liability arising out of Grantee's construction activities within the Easement Area.
- 5. **Obligations of Grantor and Grantee.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal,

state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits. To the extent permitted by law and without waiving any of the protections afforded by Section 768.28, *Florida Statutes*, each Party hereby agrees to indemnify and hold harmless the other Party from and against any and all liability arising out of such Party's breach of any provision of this Agreement, including, without limitation, the matters set forth in this paragraph.

- 6. **Beneficiaries of Easement Rights.** The Easement set forth in this Agreement shall be for the sole benefit and use of Grantee, its successors and assigns, and Grantee's agents, employees, consultants, representatives, contractors and providers of emergency services and utility services.
- 7. **Amendments and Waivers.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Pasco County, Florida. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.
- 8. **Notices.** All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

If to Grantor: 3717 Turman Loop, Suite 102

Wesley Chapel, Florida 33544

Attn: Scott Sheridan

If to Grantee: 5844 Old Pasco Road, Suite 100

Wesley Chapel, Florida 33544

Attn: District Manager

With a copy to: Hopping Green & Sams P.A.

119 South Monroe Street, Suite 300

Tallahassee, Florida 32301 Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business

day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

- 9. **Use of Easement Area.** It is acknowledged and agreed that the Easement granted under this Agreement is not an exclusive easement and that Grantor shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein, and grant others the right to do so.
- 10. **Liens.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of rights hereunder.
- 11. **Effective Date.** The Effective Date of the Agreement shall be the date first listed above.
- 12. Miscellaneous. This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Pasco County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The rights, privileges and Easement granted and conveyed

hereunder shall be a burden upon the Easement Area and shall exist for the benefit of and run with title to the Easement Area.

Signed, sealed and delivered	WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes
in the presence of:	
Secretary/ Assistant Secretary	Chairman, Board of Supervisors
Print Name:	
STATE OF FLORIDA COUNTY OF PASCO	
presence or online notarization, this of WIREGRASS II COMMUNITY DE	cknowledged before me by means of physical day of May, 2021, by William Porter, as Chairman EVELOPMENT DISTRICT , a local unit of special to Chapter 190, <i>Florida Statutes</i> . He is personally as identification.
	(Signature of Notary Public)
	(Typed name of Notary Public) Notary Public, State of Florida Commission No.: My Commission Expires:

Signed, sealed and delivered in the presence of:	DEER POND, LLC, a Florida limited liability company
Print Name:	By: Its:
Print Name:	
STATE OF FLORIDA COUNTY OF	
presence or online notarization, this authorized representative of DEER PON	acknowledged before me by means of physical day of May, 2021, by, as an ND, LLC, a Florida limited liability company. He/she is as identification.
	(Signature of Notary Public)
	(Typed name of Notary Public) Notary Public, State of Florida Commission No.:
	My Commission Expires:

Signed, sealed and delivered in the presence of:	FLYCATCHER ENTERPRISES, LLC, a Florida limited liability company
Print Name:	
Print Name:	
STATE OF FLORIDA COUNTY OF	
presence or online notarization, this _ authorized representative of FLYCATCH	acknowledged before me by means of physical _ day of May, 2021, by, as an HER ENTERPRISES, LLC, a Florida limited liability a to me or has produced as
	(Signature of Notary Public)
	(Typed name of Notary Public) Notary Public, State of Florida Commission No.: My Commission Expires:

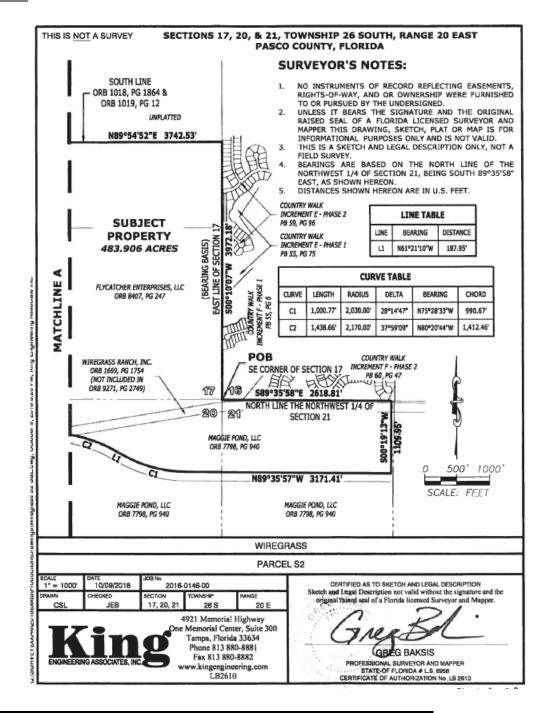
Signed, sealed and delivered in the presence of:	MAGGIE POND, LLC, a Florida limited liability company
Print Name:	By: Its:
Print Name:	
STATE OF FLORIDA COUNTY OF	
presence or online notarization, this _ authorized representative of MAGGIE	acknowledged before me by means of physical day of May, 2021, by, as an E POND, LLC, a Florida limited liability company. produced as identification.
	(Signature of Notary Public)
	(Typed name of Notary Public) Notary Public, State of Florida Commission No.: My Commission Expires:

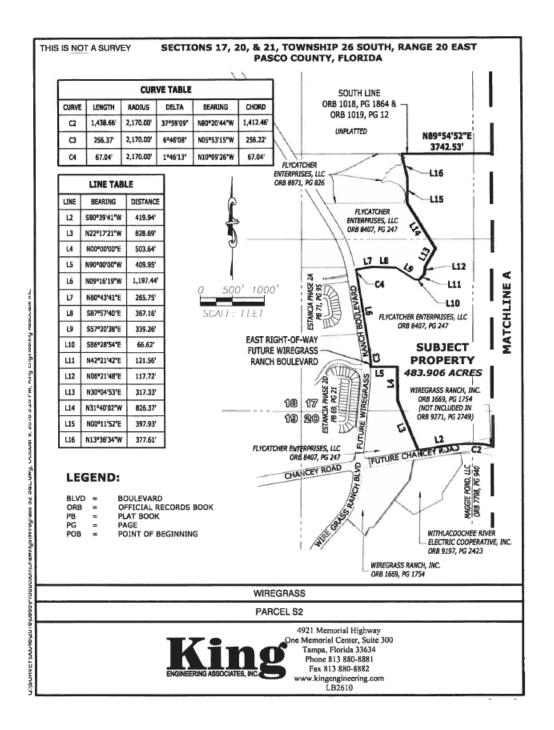
Signed, sealed and delivered in the presence of:	WIREGRASS RANCH, INC., a Florida corporation
Print Name:	By: Its:
Print Name:	
STATE OF FLORIDA COUNTY OF	
presence or online notarization, this _ authorized representative of WIREGRA	acknowledged before me by means of physical _ day of May, 2021, by, as an ASS RANCH, INC., a Florida corporation. He/she is as identification.
	(Signature of Notary Public)

Exhibit A

WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT

Parcel S2





THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY KING ENGINEERING)

A PARCEL OF LAND BEING A PORTION OF SECTIONS 17, 20 AND 21, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1669, PAGE 1754, OFFICIAL RECORDS BOOK 7798, PAGE 940, OFFICIAL RECORDS BOOK 8407, PAGE 247, AND OFFICIAL RECORDS BOOK 8871, PAGE 826, ALL OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE SOUTH 89°35'58" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, A DISTANCE OF 2,618.81 FEET; THENCE SOUTH 00°19'13" WEST, A DISTANCE OF 1,109.95 FEET; THENCE NORTH 89°35'57" WEST, A DISTANCE OF 3,171.41 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE WESTERLY 1,000.77 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,030.00 FEET, A CENTRAL ANGLE OF 28°14'47", AND A CHORD BEARING AND DISTANCE OF NORTH 75°28'33" WEST 990.67 FEET; THENCE NORTH 61°21'10" WEST, A DISTANCE OF 187.95 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY 1,438.66 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 37°59'09", AND A CHORD BEARING AND DISTANCE OF NORTH 80°20'44" WEST 1,412.46 FEET; THENCE SOUTH 80°39'41" WEST, A DISTANCE OF 419.94 FEET; THENCE NORTH 22°17'21" WEST, A DISTANCE OF 828.69 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 503.64 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 409.95 FEET TO THE POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY OF FUTURE WIREGRASS RANCH BOULEVARD, SAME BEING A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID EAST RIGHT-OF-WAY OF FUTURE WIREGRASS RANCH BOULEVARD THE FOLLOWING THREE (3) COURSES: (1) NORTHERLY 256.37 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 06°46'08", AND A CHORD BEARING AND DISTANCE OF NORTH 05°53'15" WEST 256.22 FEET; (2) NORTH 09°16'19" WEST, A DISTANCE OF 1,197.44 FEET TO A POINT ON A CURVE TO THE LEFT; (3) NORTHERLY 67.04 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 01°46'13", AND A CHORD BEARING AND DISTANCE OF NORTH 10°09'26" WEST 67.04 FEET; THENCE NORTH 80°43'41" EAST, A DISTANCE OF 265.75 FEET; THENCE SOUTH 87°57'40" EAST, A DISTANCE OF 367.16 FEET; THENCE SOUTH 57°20'38" EAST, A DISTANCE OF 339.26 FEET; THENCE SOUTH 86°28'54" EAST, A DISTANCE OF 66.62 FEET; THENCE NORTH 42°21'42" EAST, A DISTANCE OF 121.56 FEET; THENCE NORTH 06°21'48" EAST, A DISTANCE OF 117.72 FEET; THENCE NORTH 30°04'53" EAST, A DISTANCE OF 317.33 FEET; THENCE NORTH 31°40'02" WEST, A DISTANCE OF 826.37 FEET; THENCE NORTH 00"11'52" EAST, A DISTANCE OF 397.93 FEET; THENCE NORTH 13°36'34" WEST, A DISTANCE OF 377.61 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SADDLEBROOK RESORTS ACCORDING TO OFFICIAL RECORDS BOOK 1018, PAGE 1864 AND OFFICIAL RECORDS BOOK 1019, PAGE 12, BOTH OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE NORTH 89°54'52" EAST, ALONG SAID SOUTH LINE OF SADDLEBROOK RESORTS, A DISTANCE OF 3,742.53 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID SECTION 17; THENCE SOUTH 00°10'07" WEST, ALONG SAID EAST LINE OF SECTION 17, A DISTANCE OF 3,972.18 FEET TO THE POINT OF BEGINNING.

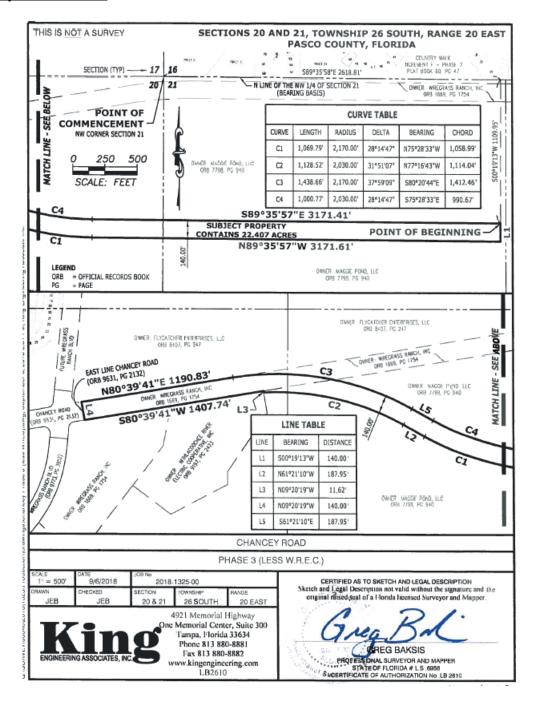
CONTAINING 483.906 ACRES.

WIREGRASS

PARCEL S2

King engineering associates, inc.

4921 Memorial Highway One Memorial Center, Suite 300 Tampa, Florida 33634 Phone 813 880-8881 Fax 813 880-8882 www.kingengincering.com LB2610



THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY KING ENGINEERING)

A PARCEL OF LAND BEING A PORTION OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1669, PAGE 1754 AND A PORTION OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 7798, PAGE 940, BOTH OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, LYING IN SECTIONS 20 AND 21, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE SOUTH 89°35'58" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21, A DISTANCE OF 2,618.81 FEET; THENCE SOUTH 00°19'13" WEST, A DISTANCE OF 1,109.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°19'13" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 89°35'57" WEST, A DISTANCE OF 3,171.61 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE WESTERLY 1,069.79 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 28°14'47", AND A CHORD BEARING AND DISTANCE OF NORTH 75°28'33" WEST 1,058.99 FEET; THENCE NORTH 61°21'10" WEST, A DISTANCE OF 187.95 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY 1,128.52 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,030.00 FEET, A CENTRAL ANGLE OF 31°51'07", AND A CHORD BEARING AND DISTANCE OF NORTH 77°16'43" WEST 1,114.04 FEET; THENCE NORTH 09°20'19" WEST, A DISTANCE OF 11.62 FEET; THENCE SOUTH 80°39'41" WEST, A DISTANCE OF 1,407.74 FEET TO THE EAST LINE OF CHANCEY ROAD ACCORDING TO OFFICIAL RECORDS BOOK 9631, PAGE 2132 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE NORTH 09°20'19" WEST, ALONG SAID EAST LINE, A DISTANCE OF 140.00 FEET; THENCE NORTH 80°39'41" EAST, A DISTANCE OF 1,190.83 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE EASTERLY 1,438.66 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 37°59'09", AND A CHORD BEARING AND DISTANCE OF SOUTH 80°20'44" EAST 1,412.46 FEET; THENCE SOUTH 61°21'10" EAST, A DISTANCE OF 187.95 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE EASTERLY 1,000.77 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,030.00 FEET, A CENTRAL ANGLE OF 28°14'47", AND A CHORD BEARING AND DISTANCE OF SOUTH 75°28'33" EAST 990.67 FEET; THENCE SOUTH 89°35'57" EAST, A DISTANCE OF 3,171.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 22,407 ACRES.

SURVEYOR'S NOTES:

- 1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
- 2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED. SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
- THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
- BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING SOUTH 89°35'58" EAST, AS SHOWN HEREON.
- 5. DISTANCES SHOWN HEREON ARE IN U.S. FEET.

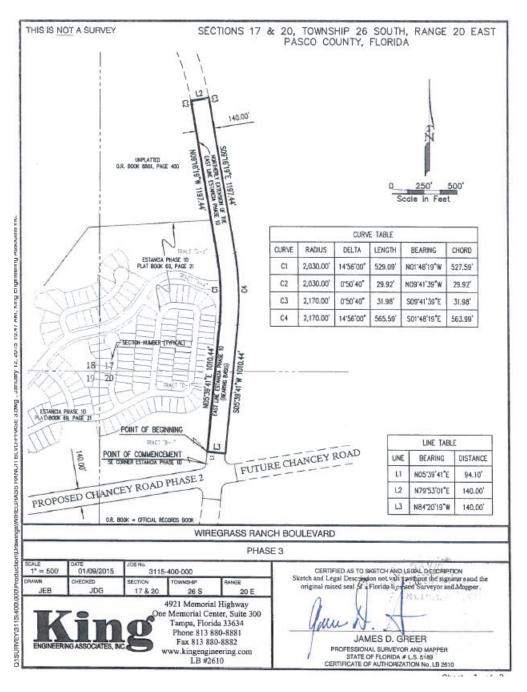
CHANCEY ROAD

PHASE 3 (LESS W.R.E.C.)

LB2610

4921 Memorial Highway One Memorial Center, Suite 300 Tampa, Florida 33634 Phone 813 880-8881 Fax 813 880-8882 www.kingengineering.com

Wiregrass Ranch Boulevard Phase 3



THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY KING ENGINEERING)

A PARCEL OF LAND LYING WITHIN SECTIONS 17 AND 20, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SOUTHEAST CORNER OF ESTANCIA PHASE 1D, AS RECORDED IN PLAT BOOK 69, PAGE 21 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE THE FOLLOWING FOUR (4) COUNSES ALONG THE EAST LINE AND THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID ESTANCIA PHASE 1D: (1) NORTH 05'39'41" EAST, A DISTANCE OF 94.10 FEET TO THE POINT OF BEGINNING; (2) CONTINUE NORTH 05'39'41" EAST, A DISTANCE OF 1,010.44 FEET TO A POINT ON A CURVE TO THE LEFT; (3) NORTHERLY 529.09 FEET ALONG THE ARC OF SAID CURVE, HAWING A RADIUS OF 2,030.00 FEET, A CENTRAL ANGLE OF 14'56'00", AND A CHORD BEARING AND DISTANCE OF NORTH 01'48'19" WEST 527.59 FEET; (4) NORTH 09'6'19" WEST, A DISTANCE OF 1,197.44 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHERLY 29.92 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,030.00 FEET, A CENTRAL ANGLE OF 00'50'40", AND A CHORD BEARING AND DISTANCE OF NORTH 09'41'39" WEST 29.92 FEET; THENCE NORTH 79'53'01" EAST, A DISTANCE OF 140.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHERLY 31.98 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 00'50'40", AND A CHORD BEARING AND DISTANCE OF SOUTH 09'41'39" EAST 31.98 FEET; THENCE SOUTHERLY 565.59 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 0'50'40", AND A CHORD BEARING AND DISTANCE OF SOUTH 09'41'39" EAST 31.98 FEET; THENCE SOUTHERLY 565.59 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 14'56'00", AND A CHORD BEARING AND DISTANCE OF SOUTH OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 14'56'00", AND A CHORD BEARING AND DISTANCE OF SOUTH 09'41'39" EAST 563.99 FEET; THENCE SOUTH 05'39'41" WEST, A DISTANCE OF 1,010.44 FEET; THENCE NORTH 84'20'19" WEST, A DISTANCE OF 14'0.00 FEET TO THE PIGHT; THENCE NORTH 84'20'19" WEST, A DISTANCE OF 1,010.44 FEET; THENCE NORTH 84'20'19" WEST, A DISTANCE OF 1,010.44 FEET; THENCE NORTH 84'20'19" WEST,

CONTAINING 8,955 ACRES.

SURVEYOR'S NOTES:

- NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS—OF—WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.

 UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

 THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.

 BEARINGS ARE BASED ON AN EAST LINE OF ESTANCIA PHASE 1D, AS RECORDED IN PLAT BOOK 69, PAGE 21 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA AS BEING NORTH 05'39'41" EAST, AS SHOWN HEREON.

WIREGRASS RANCH BOULEVARD

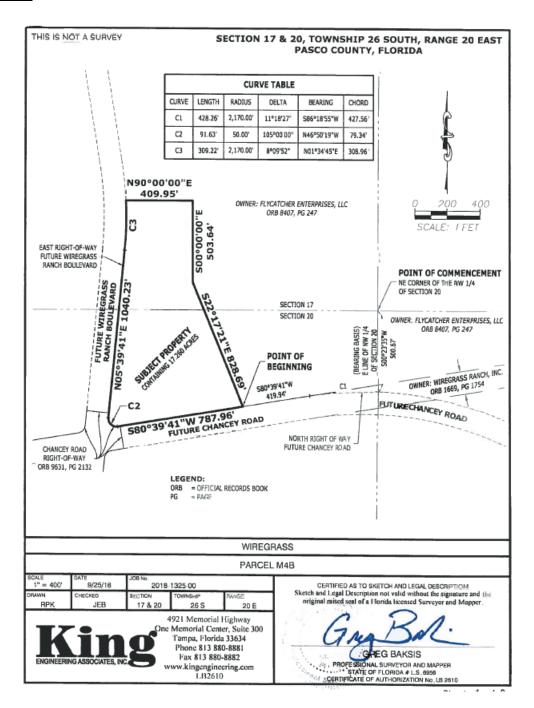
PHASE 3



4921 Memorial Highway One Memorial Center, Suite 300 Tampa, Florida 33634 Phone 813 880-8881 Fax 813 880-8882 www.kingengineering.com

LESS AND EXCEPT:

Parcel M48



THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY KING ENGINEERING)

A PARCEL OF LAND LYING IN SECTION 17 AND 20, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE SOUTH 00°23'35" WEST, ALONG THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 500.67 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, SAME BEING THE NORTH RIGHT-OF-WAY LINE OF FUTURE CHANCEY ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) WESTERLY 428.26 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 11°18'27", AND A CHORD BEARING AND DISTANCE OF SOUTH 86°18'55" WEST 427.56 FEET; (2) SOUTH 80°39'41" WEST, A DISTANCE OF 419.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE OF FUTURE CHANCEY ROAD, THE RIGHT-OF-WAY LINE OF CHANCEY ROAD ACCORDING TO OFFICIAL RECORD BOOK 9631, PAGE 2132 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND THE EAST RIGHT-OF-WAY LINE OF FUTURE WIREGRASS RANCH BOULEVARD. RESPECTIVELY, THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 80°39'41" WEST A DISTANCE OF 787.96 FEET TO A POINT ON A CURVE TO THE RIGHT; (2) NORTHWESTERLY 91.63 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 105°00'00", AND A CHORD BEARING AND DISTANCE OF NORTH 46°50'19" WEST 79.34 FEET; (3) NORTH 05°39'41" EAST, A DISTANCE OF 1,040.23 FEET TO A POINT ON A CURVE TO THE LEFT; (4) NORTHERLY 309.22 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 08°09'52", AND A CHORD BEARING AND DISTANCE OF NORTH 01°34'45" EAST 308.96 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 409.95 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 503.64 FEET; THENCE SOUTH 22°17'21" EAST, A DISTANCE OF 828.69 FEET TO THE POINT OF BEGINNING.

CONTAINING 17.260 ACRES.

SURVEYOR'S NOTES:

- NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
- UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
- 3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
- BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING SOUTH 00°23'35" WEST, AS SHOWN HEREON.
- DISTANCES SHOWN HEREON ARE IN U.S. FEET.

WIREGRASS

PARCEL M4B

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LB2610

Tab 7

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

To: Special District Clients

From: Hopping Green & Sams, P.A.

Date: May 7, 2021

Re: Executive Orders 21-101 and 21-102

On May 3, 2021, Governor DeSantis signed two executive orders suspending or invalidating certain emergency actions taken by counties and cities based on the COVID-19 state of emergency and certain other local COVID-19 restrictions and mandates. A summary of the orders and their effect on special districts is below. If you have any questions, please consult your HGS attorney.

Executive Order 21-101: Effective July 1, 2021, Executive Order 21-101 invalidates emergency orders issued by a county or municipality due to the COVID-19 emergency which restrict the rights or liberties of individuals or their businesses. The executive order affects only emergency orders; orders enacted under normal procedures are not affected.

Executive Order 21-102: Effective immediately, Executive Order 21-102 suspends "all local COVID-19 restrictions and mandates on individuals and businesses" and "eliminates and supersedes any existing emergency order or ordinance issued by a county or municipality that imposes restrictions or mandates upon businesses or individuals due to the COVID-19 emergency." Orders and ordinances enacted using regular enactment procedures are not affected.

Effect on Special Districts:

- To the extent a special district previously based its policies or procedures solely on an emergency COVID-19 order or ordinance issued by a county or municipality, those orders and ordinances are likely no longer effective.
- Special districts may still implement public health mitigation strategies at their own facilities or events, including mask mandates, social distancing protocols, screening measures and other restrictions. However, there is nothing requiring special districts to do so. We encourage districts to evaluate the strategies recommended by local, state, and national public health agencies and other organizations, consult with their insurance providers and staff/management, and determine which strategies will best serve the needs and circumstances of residents and other users at the specified facilities. Public health mitigation strategies including, but not necessarily limited to, mask use at district facilities, capacity limitations at facilities or events, and increased cleaning/sanitation efforts are still viable options if deemed appropriate by the district, but are no longer mandated by any state, county or city emergency orders or ordinances.

STATE OF FLORIDA

OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 21-101

(Invalidating All Remaining Local Emergency Orders Based on the COVID-19 Emergency)

WHEREAS, on March 9, 2020, I issued Executive Order 20-52, subsequently extended, declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

WHEREAS, the State of Florida led the national effort to distribute COVID-19 vaccines to seniors first and has now provided vaccines to nearly 9 million people; and

WHEREAS, every Floridian who desired a vaccine is eligible to obtain one, and Florida now maintains a sufficient supply of COVID-19 vaccines for every eligible Floridian who desires a vaccine to be vaccinated; and

WHEREAS, scientific studies show that vaccines protect individuals from COVID-19 and reduce hospitalizations and deaths caused by COVID-19; and

WHEREAS, on April 29, 2021, Surgeon General Dr. Scott Rivkees issued a Public Health Advisory (1) stating that continuing COVID-19 restrictions on individuals, including long-term use of face coverings and withdrawal from social and recreational gatherings, pose a risk of adverse and unintended consequences, (2) further expanding vaccine eligibility, and (3) advising government offices to resume in-person operations and services; and

WHEREAS, due to the tremendous steps the State has taken to protect Florida's most vulnerable populations and rapidly offer vaccines to every eligible Floridian who desires one, local communities lack justification in continuing to impose COVID-related emergency orders restricting the rights and liberties of their citizens; and

WHEREAS, on May 3, 2021, I signed into law SB 2006 – Emergency Management – which provides, effective July 1, 2021, that any emergency order issued by a political subdivision must be narrowly tailored to serve a compelling public health or safety purpose, must be limited in duration, applicability, and scope in order to reduce any infringement on individual rights or liberties to the greatest extent possible, and may be invalidated by the Governor, at any time, if the Governor determines that such order unnecessarily restricts individual rights or liberties; and

WHEREAS, it is my determination that the remaining emergency orders issued by the political subdivisions of this State due to the COVID-19 emergency are not narrowly tailored to serve a public health or safety purpose and unnecessarily restrict individual rights and liberties, including the economic and commercial rights and liberties of business owners in this State; and

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order:

Section 1. In order to protect the rights and liberties of individuals in this State and to accelerate the State's recovery from the COVID-19 emergency, any emergency order issued by a political subdivision due to the COVID-19 emergency which restricts the rights or liberties of individuals or their businesses is invalidated.

Section 2. Nothing herein prohibits a political subdivision of the State from enacting ordinances pursuant to regular enactment procedures to protect the health, safety, and welfare of its local population. Only the COVID-19 emergency orders, as defined in SB 2006, enacted prior to July 1, 2021, are hereby invalidated.

Section 3. This order is effective beginning on July 1, 2021 and shall be immediately filed

with the Division of Administrative Hearings.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, 3rd day of May, 2021

RON DESANTIS, GOVERNOR

March or

SECRETARY OF STATE

DEPARTMENT OF STATE

STATE OF FLORIDA

OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 21-102

(Suspending All Remaining Local Government Mandates and Restrictions Based on the COVID-19 State of Emergency)

WHEREAS, on March 9, 2020, I issued Executive Order 20-52, declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

WHEREAS, on September 25, 2020, I issued Executive Order 20-244, suspending the collection of local fines and penalties associated with COVID-19 regulations upon individuals, and on March 10, 2021, I issued Executive Order 21-65, categorically remitting all fines upon individuals and businesses alike related to local government COVID-19 restrictions; and

WHEREAS, on March 29, 2021, the Legislature presented, and I signed into law, SB 72 – Civil Liability for Damages Relating to COVID-19, enacted as Chapter 2021-1, Laws of Florida, which provides crucial liability protection to individuals, businesses, educational institutions, religious organizations, and health care providers for liability claims related to COVID-19; and

WHEREAS, on April 27, 2021, I extended the state of emergency initiated by Executive Order 20-52 as necessary to ensure Florida schools remain open for the remainder of the school year, to protect Floridians from being required to produce a so-called vaccine passport as a condition of participating in everyday life, and to implement budgetary response efforts to help Floridians to the greatest extent possible; and

WHEREAS, on April 29, 2021, Surgeon General Dr. Scott Rivkees issued a Public Health Advisory (1) stating that continuing COVID-19 restrictions on individuals, including long-term use of face coverings and withdrawal from social and recreational gatherings, pose a risk of

adverse and unintended consequences, (2) further expanding vaccine eligibility, and (3) advising government offices to resume in-person operations and services; and

WHEREAS, the State of Florida led the national effort to distribute the vaccine to elderly and vulnerable populations and has provided vaccines to nearly 9 million people; and

WHEREAS, every eligible Floridian is now legally permitted to obtain a vaccine, and Florida maintains a sufficient supply for every eligible Floridian who desires a vaccine to be vaccinated; and

WHEREAS, scientific studies show that vaccines protect individuals from COVID-19 and reduce hospitalizations and deaths caused by COVID-19; and

WHEREAS, the State and the majority of local governments have declined to issue mask mandates; and

WHEREAS, a select number of local governments continue to impose mandates and business restrictions, without proper consideration of improving conditions and with no end in sight; and

WHEREAS, due to the tremendous steps the State has taken to protect Florida's most vulnerable populations and rapidly offer vaccines to every eligible Floridian who desires one, local communities lack justification in continuing to impose COVID-19 mandates or restrictions upon their citizens; and

WHEREAS, with my encouragement, the Florida Legislature passed and I signed SB 2006, a measure designed to curb restrictions and closures of businesses during an extended emergency, to add significant accountability and difficulty for the continuation of any local limitation on the rights or liberties of individuals or businesses, and to declare in no uncertain terms that the policy of the State of Florida will favor a presumption of commercial operation and individual liberty with no toleration for unending and unjustified impediments to that liberty; and

WHEREAS, in light of these recently enacted reforms, the widespread vaccination of Florida residents, and the sufficient supply of vaccines for all eligible Florida residents, I find that it is necessary for the State of Florida to enhance its rapid and orderly restoration and recovery from the COVID-19 emergency by preempting and suspending all remaining local emergency restrictions on individuals and businesses and to return day-to-day life back to normal everywhere in the State.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order:

Section 1. In order to mitigate the adverse and unintended consequences of the COVID-19 emergency and to accelerate the State's recovery, all local COVID-19 restrictions and mandates on individuals and businesses are hereby suspended.

Section 2. This order eliminates and supersedes any existing emergency order or ordinance issued by a county or municipality that imposes restrictions or mandates upon businesses or individuals due to the COVID-19 emergency.

Section 3. For the remaining duration of the state of emergency initiated by Executive Order 20-52, no county or municipality may renew or enact an emergency order or ordinance, using a local state of emergency or using emergency enactment procedures under Chapters 125, 252, or 166, Florida Statutes, that imposes restrictions or mandates upon businesses or individuals due to the COVID-19 emergency.

Section 4. Nothing herein prohibits a political subdivision of the State from enacting ordinances pursuant to regular enactment procedures to protect the health, safety, and welfare of its population. Only orders and ordinances within the scope of Section 1 based on a local state of

emergency or on emergency enactment procedures due to the COVID-19 emergency are hereby eliminated and preempted.

Section 5. This order supersedes Sections 2 and 3 of Executive Order 20-244.

Section 6. This order is effective immediately.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, 3rd day of May, 2021.

RON DESANTIS, GOVERNOR

ATTEST:

SECRETARY OF STATE

DEPARTMENT OF STATE