



Rizzetta & Company

# **Wiregrass II Community Development District**

---

**Board of Supervisors Meeting  
October 28, 2022**

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

**[www.wiregrassllcdd.org](http://www.wiregrassllcdd.org)**

## **WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT**

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

<b>Board of Supervisors</b>	Bill Porter	Chair
	Colby Chandler	Vice Chair
	Hatcher Porter	Assistant Secretary
	Caitlyn Chandler	Assistant Secretary
	Quinn Porter	Assistant Secretary
<b>District Manager</b>	Lynn Hayes	Rizzetta & Company, Inc.
<b>District Counsel</b>	Lindsay Whelan	Kutak Rock LLC
<b>Interim Engineer</b>	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.

October 26, 2021

**Board of Supervisors**  
**Wiregrass II Community**  
**Development District**

**REVISED FINAL AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of the Wiregrass II Community Development District will be held on **Thursday, October 28, 2021 at 10:30 a.m.**, at the offices of Rizzetta & Company located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
  - A. Consideration of Minutes of the Board of Supervisors Meeting held on August 26, 2021..... Tab 1
  - B. Consideration of Operations and Maintenance Expenditures for July, August, and September 2021..... Tab 2
- 4. BUSINESS ITEMS**
  - A. Ratification of FY 20/21 Berger, Toombs, Elam, Gaines & Frank Engagement Letter..... Tab 3
  - B. Consideration of Ardurra Work Authorization for Construction Phase Services for WRB Phase 3B & 4 ..... Tab 4
  - C. Consideration of First Amendment to Project Management Agreement..... Tab 5
  - D. Ratification of District Counsel Transition Letter ..... Tab 6
  - E. Consideration of Consent to Assignment to Rizzetta & Company/Rizzetta Technology Contract Agreement ..... Tab 7
- 5. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. District Manager Report.....Tab 8

- 6. **SUPERVISOR REQUESTS**
- 7. **ADJOURNMENT**

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  
Victor Barbosa, Waldrop Engineering

## **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, August 26, 2021 at 10:31 a.m.** at the offices of Rizzetta & Company Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544.

Present were:

Bill Porter	<b>Board Supervisor, Chair</b>
Colby Chandler	<b>Board Supervisor, Vice Chair</b>
Hatcher Porter	<b>Board Supervisor, Assistant Secretary</b>

Also Present were:

Lynn Hayes	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Scott Sheridan	<b>Developer, Locust Branch</b>
Jonathan Johnson	<b>District Counsel, Hopping, Green &amp; Sams</b> <i>(via conf call)</i>

**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 May 25, 2021**

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

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

**FOURTH ORDER OF BUSINESS**

**Consideration of Operation and Maintenance Expenditures for May and June 2021**

Mr. Hayes presented the Operation and Maintenance Expenditures for May and June 2021.

On a Motion by Mr. Hatcher Porter, seconded by Mr. Colby Chandler, with all in favor, the Board of Supervisors ratified the Operation & Maintenance Expenditures for May (\$254.80), and June (\$11,090.06) 2021 for Wiregrass II Community Development District.

**FIFTH ORDER OF BUSINESS**

**Presentation of Fiscal Year 2020 Audit**

Mr. Hayes reviewed the audit report prepared by Berger, Toombs, Elam, Gaines & Frank. He informed the Board there were no findings or recommendations made by the auditor and the district was in compliance with the provisions of the Auditor General of the State of Florida.

On a motion by Mr. Bill Porter seconded by Mr. Hatcher Porter, with all in favor, the Board of Supervisors accepted the audit for the Fiscal Year 2019-2020, for the Wiregrass II Community Development District.

**SIXTH ORDER OF BUSINESS**

**District Engineer Bid Evaluation letter for the Wiregrass Ranch Blvd Phase 3B and 4 Collector Road**

Mr. Scott Sheridan and the District Manager sealed bid opening meeting with QGS, RIPA and Kearney on August 5, 2021 and the following bids were read aloud:

QGS – Total Bid amount was \$12,603,336

RIPA – Total Bid amount was \$12,512,773

Kearney – Total Bid amount was \$19,191,919.19

On a motion by Mr. Bill Porter, seconded by Mr. Colby Chandler, with all in favor, the Board of Supervisors accepted the bid from RIPA and approved RIPA as the contractor, for the Wiregrass II Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Public Hearing on Adopting Fiscal Year 2021/2022 Budget**

Mr. Hayes asked the Board for a Motion to Open the Public Hearing on Adopting Fiscal Year 2021/2022 Budget.

On a Motion by Mr. Colby Chandler, seconded by Mr. Hatcher Porter, with all in favor, the Board of Supervisors opened the Public Hearing on Adopting the Fiscal Year 2021/2022 Budget, for Wiregrass II Community Development District.

There were no public comments at this time.

On a Motion by Mr. Colby Chandler, seconded by Mr. Bill Porter, with all in favor, the Board of Supervisors closed the Public Hearing on Adopting the Fiscal Year 2021/2022 Budget, for Wiregrass II Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-06,  
Adopting Fiscal Year 2021/2022 Budget**

Mr. Hayes presented Resolution 2021-06, Adopting the Fiscal Year 2021/2022 Budget to the Board of Supervisors. He informed them the Total General Fund Revenue is \$144,016, The Irrigation Fund Revenue is \$ 97,177.56, and the Debt Service Fund – Series 2020 Revenue is \$595,817.91. The Total for all funds is \$837,011.47.

On a Motion by Mr. Bill Porter, seconded by Mr. Hatcher Porter, with all in favor, the Board of adopted Resolution 2021-06, Adopting Fiscal Year 2021/2022 Budget, for Wiregrass II Community Development District.

**NINTH ORDER OF BUSINESS**

**Public Hearing on Adopting Levy of  
Assessments for Fiscal Year 2021/2022**

Mr. Hayes called for a motion to Open the Public Hearing.

On a Motion by Mr. Hatcher Porter, seconded by Mr. Colby Chandler, with all in favor, the Board of Supervisors opened the public hearing on Adopting Levy of Assessments for Fiscal Year 2021/2022, for Wiregrass II Community Development District.

There were no public comments.

On a Motion by Mr. Hatcher Porter, seconded by Mr. Bill Porter, with all in favor, the Board of Supervisors closed the public hearing on Adopting Levy of Assessments for Fiscal Year 2021/2022, for Wiregrass II Community Development District.

**TENTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-07,  
Imposing Special Assessments and  
Certifying an Assessment Roll for Fiscal Year  
2021/2022**

Mr. Hayes presented Resolution 2021-07, Adopting Special Assessments and Certifying an Assessment Roll for Fiscal Year 2021/2022.

On a Motion by Mr. Bill Porter, seconded by Mr. Colby Chandler, with all in favor, the Board of Supervisors Adopted Resolution 2021-07, Adopting Special Assessments and Certifying an Assessment Roll for Fiscal Year 2021/2022, for Wiregrass II Community Development District.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-08,  
Adopting the Fiscal Year 2021/2022 Meeting  
Schedule**

On a Motion by Mr. Hatcher Porter, seconded by Mr. Colby Chandler, with all in favor, the Board of Supervisors adopted Resolution 2021-08, Adopting the Fiscal Year 2021/2022 meeting schedule, for Wiregrass II Community Development District.



**TWELFTH ORDER OF BUSINESS**

**Consideration of Second Addendum Contract  
for District Management Services**

The Board discussed the Second Addendum to the Contract for District Management Services. Mr. Hayes explained there was an increase of 16.43% due to the addition of the irrigation assessment services.

On a Motion by Mr. Colby Chandler, seconded by Mr. Hatcher Porter, with all in favor, the Board of Supervisors approved the Second Addendum to the Contract for District Management Services, for Wiregrass II Community Development District.

**THIRTEENTH ORDER OF BUSINESS**

**Ratification of Egis Insurance Proposal**

Mr. Hayes presented the Board with the Egis Insurance Proposal.

On a Motion by Mr. Bill Porter, seconded by Mr. Hatcher Porter, with all in favor, the Board of Supervisors ratified the approval of the Egis Insurance Proposal of \$5,513, for Wiregrass II Community Development District.

**FOURTEENTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

Mr. Johnson indicated he would prepare a notice contract award letter to RIPA to execute the agreement and his office will also provide the decline letters to the other companies. Scott Sheridan brought up the construction of the Wiregrass Phase 3B and 4 and informed the Board there is an anticipated price increase effective October 1, 2021. He suggested the Board work with the contractors and vendors to obtain a Purchase Order and lock in pricing.

**B. District Engineer**

No report.

**C. District Manager**

Mr. Hayes stated that the next meeting would be September 23, 2021 at 10:30 a.m. The Board requested to cancel this meeting. Mr. Hayes then informed the Board the following meeting would be held on October 28, 2021 at 10:30 a.m. at the offices of Rizzetta & Company located at 5844 Old Pasco Road, Wesley Chapel, FL 33544.

**FIFTEENTH ORDER OF BUSINESS**

**Supervisor Requests**

None.

**SIXTEENTH ORDER OF BUSINESS**

**Adjournment**

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. Hatcher Porter, seconded by Mr. Colby Chandler, with all in favor, the Board of Supervisors adjourned the meeting at 10:48 a.m. for Wiregrass II Community Development District.

187  
188  
189  
190  
191  
192  
193  
194

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

\_\_\_\_\_  
Chairman/Vice Chairman

DRAFT

## **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  
[wiregrasscddii.org](http://wiregrasscddii.org)

## **Operations and Maintenance Expenditures July 2021 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2021 through July 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$8,872.28**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

## Wiregrass II Community Development District

### Paid Operation & Maintenance Expenditures

July 1, 2021 Through July 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Berger Toombs Elam Gaines & Frank	001094	354593	Audit Services FY19/20	\$ 2,975.00
Hopping Green & Sams, PA	001095	123232	General Legal Services 05/21	\$ 851.00
Rizzetta & Company, Inc.	001096	INV0000059397	District Management Fees 07/21	\$ 3,275.00
Rizzetta Technology Services	001097	INV0000007684	Email & Website Hosting Services 07/21	\$ 175.00
Times Publishing Company	001098	0000166899 06/27/21	Legal Advertising Account #200049 06/21	\$ 704.00
Wiregrass irrigation, LLC	001099	009	Irrigation Service 06/21	<u>\$ 892.28</u>
<b>Report Total</b>				<u><u>\$ 8,872.28</u></u>

## **Wiregrass II Community Development District**

---

DISTRICT OFFICE · WESLEY CHAPEL, FLORIDA 33544 · (813)-994-1001  
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[wiregrasscddii.org](http://wiregrasscddii.org)

### **Operation and Maintenance Expenditures August 2021 For Board Approval**

No Operation and Maintenance Expenses were paid from August 1, 2021 through August 31, 2021. Therefore, there are no new items to present at this time.

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairman

\_\_\_\_\_ Vice Chairman

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

# Wiregrass II Community Development District

---

DISTRICT OFFICE · WESLEY CHAPEL, FLORIDA 33544 · (813)-994-1001  
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[wiregrasscddii.org](http://wiregrasscddii.org)

## **Operations and Maintenance Expenditures September 2021 For Board Approval**

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

The total items being presented: **\$18,848.55**

Approval of Expenditures:

---

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

## Wiregrass II Community Development District

### Paid Operation & Maintenance Expenditures

September 1, 2021 Through September 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Egis Insurance Advisors LLC	001100	13879	Policy #100121407 10/01/21-10/01/22	\$ 5,513.00
Hopping Green & Sams, PA	001101	124073	General Legal Services 06/21	\$ 980.00
Hopping Green & Sams, PA	001101	124663	General Legal Services 07/21	\$ 849.00
Rizzetta & Company, Inc.	001102	INV0000060330	District Management Fees 08/21	\$ 3,275.00
Rizzetta & Company, Inc.	001102	INV0000060389	Mass Mailing 07/21	\$ 136.74
Rizzetta & Company, Inc.	001102	INV0000061130	District Management Fees 09/21	\$ 3,275.00
Rizzetta Technology Services	001103	INV0000007811	Email & Website Hosting Services 08/21	\$ 175.00
Rizzetta Technology Services	001103	INV0000007903	Email & Website Hosting Services 09/21	\$ 175.00
Times Publishing Company	001104	0000174026 08/04/21	Legal Advertising Account #200049 08/21	\$ 1,636.00
Times Publishing Company	001104	0000174026 08/11/21	Legal Advertising Account #200049 08/21	\$ 1,632.00
Waldrop Engineering	001105	0032765	Engineering Services 06/21	\$ 190.00



## Wiregrass II Community Development District

### Paid Operation & Maintenance Expenditures

September 1, 2021 Through September 30, 2021

Wiregrass irrigation, LLC	001106	010	Irrigation Service 07/21	\$ 482.53
Wiregrass irrigation, LLC	001107	011	Irrigation Service 08/21	<u>\$ 529.28</u>
<b>Report Total</b>				<u><u>\$ 18,848.55</u></u>

## **Tab 3**



# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120 // 461-1155  
FAX: 772/468-9278

September 10, 2021

Wiregrass II Community Development District  
Rizzetta & Company, Inc.  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, FL 33544

## **The Objective and Scope of the Audit of the Financial Statements**

You have requested that we audit the financial statements of Wiregrass II Community Development District, which comprise governmental activities and each major fund as of and for the year ended September 30, 2021 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2021.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

## **The Responsibilities of the Auditor**

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

Fort Pierce / Stuart

Member AICPA

Member AICPA Division for CPA Firms  
Private Companies practice Section

Member FICPA



Wiregrass II Community Development District  
September 10, 2021  
Page 2

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will maintain our independence in accordance with the standards of the American Institute of Certified public Accountants.



Wiregrass II Community Development District  
September 10, 2021  
Page 3

## **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
3. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
  - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline;



Wiregrass II Community Development District  
September 10, 2021  
Page 4

- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this arrangement letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

## **Reporting**

We will issue a written report upon completion of our audit of Wiregrass II Community Development District's financial statements. Our report will be addressed to the Board of Wiregrass II Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

## **Records and Assistance**

During the course of our engagement, we may accumulate records containing data that should be reflected in the Wiregrass II Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Kaitlyn Gallant. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

## **Other Relevant Information**

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.



Wiregrass II Community Development District  
September 10, 2021  
Page 5

### **Fees, Costs and Access to Workpapers**

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2021 will not exceed \$2,975, unless the scope of the engagement is changed, the assistance which Wiregrass II Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by Wiregrass II Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for Wiregrass II Community Development District, Wiregrass II Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.



Wiregrass II Community Development District  
September 10, 2021  
Page 6

### **Information Security – Miscellaneous Terms**

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Wiregrass II Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. Wiregrass II Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Wiregrass II Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Because Berger, Toombs, Elam, Gaines & Frank will rely on Wiregrass II Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, Wiregrass II Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Wiregrass II Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and Wiregrass II Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.





Berger, Toombs, Elam,  
Gaines & Frank  
Certified Public Accountants PL

Wiregrass II Community Development District  
September 10, 2021  
Page 7

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam  
Gaines & Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK  
J. W. Gaines, CPA

Confirmed on behalf of the addressee:

*Polly J. Clark*

*Vice Chair*



Judson B. Baggett  
MBA, CPA, CVA, Partner  
Marci Reutimann  
CPA, Partner

6815 Dairy Road  
Zephyrhills, FL 33542  
(813) 788-2155  
(813) 782-8606

## Report on the Firm's System of Quality Control

To the Partners

October 30, 2019

Berger, Toombs, Elam, Gaines & Frank, CPAs, PL  
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, (the firm), in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [aicpa.org/prsummary](http://aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of *pass*.

*Baggett, Reutimann & Associates, CPAs, PA*  
BAGGETT, REUTIMANN & ASSOCIATES, CPAs, PA  
Signed Electronically by Baggett, Reutimann & Associates, CPAs, PA. U.S. 18161 email: [jdb@baggettand.com](mailto:jdb@baggettand.com)

**ADDENDUM TO ENGAGEMENT LETTER  
WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT  
DATED SEPTEMBER 10, 2021**

**Public Records.** Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**RIZZETTA & COMPANY  
5844 OLD PASCO ROAD, SUITE 100  
WESLEY CHAPEL, FL 33544  
PHONE: 239-936-0913**

Auditor: 

Title: Director

Date: September 10, 2021

District: Wiregrass II Community  
Development District

By: 

Title: Vice Chairman

Date: 10/6/2021

## **Tab 4**

# Work Authorization

October 28, 2021

Wiregrass II Community Development District  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, Florida 33544

Subject: **Work Authorization**  
**Wiregrass II Community Development District**

Dear Chairman, Board of Supervisors:

Ardurra Group, Inc. (the “Engineer”) is pleased to submit this work authorization to provide professional engineering services for the Wiregrass II Community Development District (the “District”). We will provide these services pursuant to the terms of our current agreement dated February 25, 2021 (the “Engineering Agreement”) as follows:

## **I. Scope of Work**

The District will engage the services of the Engineer to provide construction phase services associated with the District’s Wiregrass Ranch Boulevard Phase 3B & 4 Collector Road Project, all as set forth in more detail in **Exhibit A**, which is attached hereto and incorporated herein by this reference (the “Services”).

## **II. Fees**

The District will compensate the Engineer on a lump sum basis, in accordance with the terms of the Agreement, in the amount of One Hundred Sixty-Four Thousand Three Hundred Fifty Dollars (\$164,350.00) as set forth in more detail in **Exhibit B**, which is attached hereto and incorporated herein by this reference (the “Compensation”).

This work authorization, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced services and supersedes any previously executed proposal or agreement related to the provision of such services. If you wish to accept this work authorization, please sign where indicated and return to our office. Thank you for the opportunity to be of service.

APPROVED AND ACCEPTED

Sincerely,

By:

\_\_\_\_\_  
Authorized Representative of  
Wiregrass II CDD

Date:

\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Ardurra Group, Inc.

## **Exhibit A** **Scope of Services**



September 3, 2021  
Page 2 of 5

### **ATTACHMENT "A" - SCOPE OF SERVICES**

#### **WIREGRASS RANCH BLVD. PH. 3B & 4 COLLECTOR ROAD PASCO COUNTY, FLORIDA CONSTRUCTION PHASE SERVICES**

##### **GENERAL**

Wiregrass II CDD (Client) has requested from Ardurra Group, Inc. (Ardurra) a proposal for the project known as Wiregrass Ranch Blvd. Ph 3B & 4 Collector Road (Project), which includes construction administration and limited ecological services associated with the permitted plans, located between Phase 3A and 5 of Wiregrass Ranch Blvd. in Pasco County, Florida.

Assumptions and/or antecedent conditions are further defined as follows:

- Construction activities to begin in October 2021 such that ecological services included herewith are limited.
- Coordination efforts shall be with a single site contractor point of contact and the Construction Manager (Locust Branch, LLC)

"Basic Services" are further described as follows:

##### **CONSTRUCTION ADMINISTRATION SERVICES**

Ardurra will provide limited construction observation for the related site civil engineering improvements. It is assumed that the site improvements will be constructed in one (1) phase and constructed in a consecutive ten (10)-month period. Any additional construction phase services for improvements outside the limits of the Project will be provided as an "Additional Service." Services in connection with Change Orders to reflect changes/additions to the work requested by the Client, involvement of more than one (1) contractor and/or extension of the contract timeframe for reasons beyond Ardurra's control will be provided as "Additional Services."

The services provided by Ardurra will include:

##### **Limited Construction Observation**

- Attend one (1) pre-construction meeting with the municipality, Client's contractor and appropriate private utility representatives.
- Review Shop Drawings for site infrastructure improvements as provided by the contractor.
- Performance tests will be conducted by the Contractor. Contractor is responsible for successful pre-testing prior to requesting performance tests.

Ardurra's attendance at the tests is for observation purposes as required by the municipality and to meet regulatory reporting requirements for construction completion certification submittal to the municipality. Ardurra's observation services listed herewith do not guarantee the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the approved plans / contract documents. Attendance at any re-tests



due to a failed test or the contractor being unable to perform the test for any reason will be provided as an "Additional Service."

Contractor's test inspections include the following infrastructure items. The number of observation visits (used for fee budgeting purposes) are included with the respective test item.

TEST ITEM	NUMBER OF ANTICIPATED OBSERVATIONS
<b><u>Observation Schedule:</u></b>	
Silt Fence (contractor installation; Ardurra observation)	2
Subbase Observation	14
Base Observation	8
Storm Sewer Observation (lamping as required)	7
Sanitary Sewer Observation (lamping as required)	5
Rolling Straight Edge Structural Course Observation	2
Rolling Straight Edge Friction Course Observation	2
<b><u>Pressure Tests:</u></b>	
Water Observation	5
Reclaim Observation	5
Sanitary Sewer Observation	5
<b><u>Final Municipality Inspections – Attendance and Observation:</u></b>	
Utility	3
Streets & Drainage	3

Observation beyond that identified herewith will be provided as an "Additional Service."

- Visit the site at appropriate intervals during construction of site improvements; assumes a continuous ten (10)-month duration.
- Subsequent to the site contractor's completion of work in substantial compliance with the construction plans, Ardurra will schedule and attend final municipality review of the Project.

#### Construction Completion Certifications

Prepare, based upon signed and sealed field survey data supplemented by information supplied by the materials testing and inspection engineer and the Contractor, record drawings of utilities and applicable infrastructure improvements for certification to the following:

- Pasco County
- Pasco County Utilities (PCU)
- SWFWMD





#### **Regularly Scheduled Construction Meetings**

Ardurra will attend Construction Manager's construction meetings with the Owner / Client and Contractor to review and coordinate site construction matters. Assumes one (1) meeting every two (2) weeks and that the Construction Manager will coordinate meetings, meeting minutes, and scheduling.

#### **Warranty Bond Coordination**

Ardurra will provide technical support and coordination to the Client for preparation of warranty bonds in conjunction with the post-construction process. This task does not include the reduction of performance bonds, which can be provided as an "Additional Service."

#### **Pay Application Review**

Ardurra will review contractor pay applications as provided by the Client. This scope estimates twelve (12) pay application requests over the ten (10)-month construction duration period and includes commensurate time for coordination services.

#### **Post-construction Legal Document Coordination**

Includes preparation of legal descriptions [assumes up to eight (8) descriptions] to support one (1) submittal of Client's final Bill of Sale and Easements to Pasco County for execution and recordation.

### **ECOLOGICAL SERVICES**

#### **Eastern Indigo Snake Management Plan**

In accordance with standard conditions of the U.S. Army Corps of Engineers (Corps) dredge and fill permit, the Developer/Permittee is required to comply with the Standard Protection Measures for the Eastern Indigo Snake published by the FWS. Ardurra will prepare an Eastern Indigo Snake Management Plan to be distributed to the site contractor, equipment operators and owner, and will provide sign-mounted posters to be placed at visible locations within the development site. The cost for signage materials will be charged to the Client as an expense item, on a per sign basis (approximately \$200.00 each). It is anticipated that three (3) signs will be required.

### **MISCELLANEOUS SERVICES**

#### **Project Coordination**

Ardurra will provide assistance during the construction phase of the Project based on direction provided by Client or Client's Project Management staff.

#### **Reimbursables**

Includes but not limited to:



- Reproduction / Copy / Processing Fees
- Agency Application / Review Fees
- Courier
- Overnight Delivery
- Mileage
- Mailings & Noticing
- Word Processing

#### Client Responsibilities

The Client will provide the following:

1. Payment of review, processing and impact fees.
2. Maintenance of Traffic Plans by site contractor.
3. Structural design of any required retaining walls or structural-based element, etc.
4. Maintenance or Performance bonds.

## Exhibit B Compensation



September 3, 2021  
Page 1 of 1

### ATTACHMENT "B" - COMPENSATION

WIREGRASS RANCH BLVD. PHASE 3B & 4 COLLECTOR ROAD  
PASCO COUNTY, FLORIDA  
CONSTRUCTION PHASE SERVICES

#### METHODS OF COMPENSATION

##### Lump Sum Fee

The Client agrees to compensate Ardurra for the professional services called for under Attachment "A" (Scope of Services) to this Agreement at the lump sum fee as specified below:

<u>Services</u>	<u>Lump Sum Fee</u>
CONSTRUCTION ADMINISTRATION SERVICES.....	\$ 152,100.00
ECOLOGICAL SERVICES.....	\$ 1,250.00

##### Time Charge Hourly Rates

The Client agrees to compensate the Consultant for the professional services called for under Attachment "A" (Scope of Services) to this Agreement at the Consultant's hourly rates in effect when the work is done:

<u>Services</u>	
MISCELLANEOUS SERVICES	
Meeting and Project Coordination.....	\$ 10,000.00
Reimbursables.....	\$ 1,000.00 <sup>NTE</sup>
GRAND TOTAL \$ 164,350.00	

## **Tab 5**

## **FIRST AMENDMENT TO PROJECT MANAGEMENT AGREEMENT**

### **Wiregrass Ranch Boulevard Phase 3B and 4**

This **First Amendment to Project Management Agreement** (the “First Amendment”), is entered into as of October 28, 2021 by and between the **Wiregrass II Community Development District**, whose address is 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544 (the “**District**”) and **Locust Branch, LLC**, a limited liability company whose address is 3717 Turman Loop, Suite 102 Wesley Chapel, FL 33544 (the “**Project Manager**”).

### **RECITALS**

**WHEREAS**, the District is a local unit of special purpose government organized and existing under Chapter 190, *Florida Statutes* was established on January 22, 2019 by Pasco County, Florida Ordinance # 19-03; and

**WHEREAS**, the District and the Project Manager previously entered into that certain *Project Management Agreement*, dated January 28, 2021 (the “**Agreement**”) relative to the District’s construction of Wiregrass Ranch Boulevard Phase 3B and 4 (the “**Project**”); and

**WHEREAS**, pursuant to Section 3(d)(ix) of the Agreement, the Project Manager “shall perform such additional administrative and coordinating functions as the District may reasonably deem necessary to accomplish the orderly and proper construction of the Project within the time and budgetary parameters set by District and in accordance with the approved plans and specifications for the Project;” and

**WHEREAS**, pursuant to Section 4(d) of the Agreement, the Project Manager shall be entitled to reimbursement for its reasonable out of pocket costs; and

**WHEREAS**, the Project Manager has identified that certain geotechnical and other services are necessary to accomplish the orderly and proper construction of the Project within the time and budgetary parameters set by the District; and

**WHEREAS**, the parties now desire to amend the Agreement to expressly permit the Project Manager to hire and retain any geotechnical services or other consultants that it deems necessary for the provision of the project management services set forth in the Agreement, subject to reimbursement by the District in accordance with the terms of the Agreement.

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

**Section 1. Incorporation of Recitals.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this First Amendment.

**Section 2. Amendment of the Agreement.** The Agreement is hereby amended to expressly provide that the Project Manager shall be entitled to hire and retain any geotechnical services or other consultants that it deems necessary for the provision of the project management services set forth in the Agreement, in consultation with the District. Such services shall be subject to reimbursement by the District in accordance with the terms of the Agreement.

**Section 3. Affirmation of the Agreement.** The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties. Except as described in Section 2 of this First Amendment, nothing herein shall modify the rights and obligations of the parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, fees, costs, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable.

**Section 4. Authorization.** The execution of this First Amendment has been duly authorized by the appropriate body or official of the District and the Project Manager, both the District and the Project Manager have complied with all the requirements of law, and both the District and the Project Manager have full power and authority to comply with the terms and provisions of this First Amendment.

**Section 5. Execution in Counterparts.** This First Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

**IN WITNESS WHEREOF**, the District and the Project Manager have caused this Agreement to be duly executed effective as of the day and year first above written.

**Attest:**

**WIREGRASS II COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairman, Board of Supervisors

**LOCUST BRANCH, LLC**, a Florida  
limited liability company

\_\_\_\_\_  
Witness

By: 

Its: M. A. H. R. C.

## **Tab 6**



# Hopping Green & Sams

Attorneys and Counselors

October 15, 2021

VIA EMAIL

Lynn Hayes

lhayes@rizzetta.com

Bill Porter

Seat1@WiregrassIIcdd.org

**RE: Wiregrass II Community Development District ("Client")**

**JOINT LETTER BY HOPPING GREEN & SAMs, P.A. AND KUTAK ROCK LLP, ANNOUNCING THE DEPARTURE OF JONATHAN JOHNSON, KATIE BUCHANAN, MIKE ECKERT, TUCKER MACKIE, WES HABER, LINDSAY WHELAN, JOE BROWN, SARAH SANDY, ALYSSA WILLSON AND MICHELLE RIGONI TO KUTAK ROCK LLP**

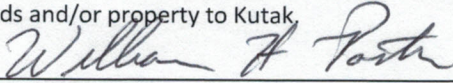
Dear Lynn/Bill,

As of November 15, 2021, Jonathan Johnson, Katie Buchanan, Mike Eckert, Tucker Mackie, Wes Haber, Lindsay Whelan, Joe Brown, Sarah Sandy, Alyssa Willson and Michelle Rigoni (the "Special District Practice Group") will be withdrawing as attorneys from Hopping Green & Sams, P.A. ("HGS") and will be joining Kutak Rock LLP ("Kutak"). The members of the Special District Practice Group have provided services in connection with HGS's representation of the Client in one or more matter(s) ("Client Matters").

In the coming months, HGS will no longer be providing legal services. Kutak is prepared to continue as the Client's legal counsel with respect to the Client Matters; however, it is the Client's choice as to who should serve as its legal counsel, and whether the Client Matters and all electronic files and active and closed hardcopy files (collectively, the "Files") should be transferred to Kutak.

Please select one of the following alternatives; however, please be advised that as of November 15, 2021, HGS will no longer be competent to provide legal services to the Client; accordingly, representation by HGS will cease on November 15, 2021, whether or not the Client makes an election below:

**1. ALTERNATIVE #1.** The Client asks that the Client Matters be transferred with the Special District Practice Group to their new firm, Kutak. Please transfer all Files relating to the Client Matters. HGS's legal representation of the Client will cease on the date of HGS's receipt of their written notice. After that date, the Special District Practice Group and their new firm, Kutak, will be responsible for legal representation of the Client in the Client Matters. To the extent that HGS is holding any trust funds or other property of the Client, HGS is further instructed to transfer such funds and/or property to Kutak.

 10/15/21  
(Please sign if you want Alternative #1; [DATE]  
otherwise, do not sign on this line.)

**2. ALTERNATIVE #2.** If you do not want Alternative #1, please advise us what HGS should do regarding the Client Matters and all Files relating to the Client Matters by December 1, 2021. HGS's legal representation of the Client will cease on November 15, 2021. If HGS does not receive a response by December 1, 2021, that will confirm HGS's understanding that all Files are not needed or desired and HGS will shred them.

\_\_\_\_\_  
(Please sign here if you have [DATE]  
given instructions under Alternative

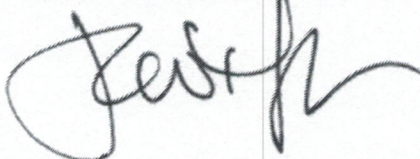


**#2; otherwise do not sign on this line.)**

After you have completed and signed this form, please send a copy via electronic mail to JasonM@hgslaw.com, MarkS@hgslaw.com, LWhelan@hgslaw.com, and KimH@hgslaw.com.

Thank you for your consideration and assistance.

**HOPPING GREEN & SAMS, P.A.**

A handwritten signature in black ink, appearing to read 'Jonathan Johnson', written over a horizontal line.

By: Jonathan Johnson

Its: President

Date: October 15, 2021

## **Tab 7**

**CONSENT TO ASSIGNMENT OF THE  
CONTRACT FOR PROFESSIONAL TECHNOLOGY SERVICES BY  
AND BETWEEN WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT AND  
RIZZETTA TECHNOLOGY SERVICES, LLC. TO  
RIZZETTA & COMPANY**

**THIS ASSIGNMENT AND AMENDMENT (“Assignment”)** is made and entered into this 28th day of October 2021 by and between, Rizzetta Technology Services, LLC. Whose mailing address is 3434 Colwell Ave., Suite 200, Tampa, FL, 33614 (“**Assignor**”); and Rizzetta & Company, a Florida Corporation, whose mailing address is 3434 Colwell Ave, Suite 200, Tampa FL 33614 (“**Assignee**”); and Wiregrass II Community Development District a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Pasco County Florida, whose address is 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544 (the “**District**”).

**RECITALS**

**WHEREAS**, Assignor and the District previously entered into that certain *Professional Technology Services contract*, dated August 28, 2019, (the “**Agreement**”); and

**WHEREAS**, on January 1, 2022, Assignee will consolidate multiple legal entities with common and exclusive ownership under the single organization (Assignee) and Assignor is one such entity resulting in Assignor being assimilated into Assignee, and such assignment requires written approval from the District to be effective; and

**WHEREAS**, Assignor and the District hereby recognize and agree that the Assignor’s rights and obligations under the Agreement could be assigned to a third party pursuant to Section XIV of the Agreement; and

**WHEREAS**, Assignor desires to assign all of its rights and obligations under the Agreement, as amended by this instrument, to Assignee, Assignee desires to accept such assignment, and the District desires to express that it agrees with and has no objection to such assignment; and

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

- 1. INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Assignment.
- 2. DISTRICT CONSENT TO ASSIGNMENT OF THE AGREEMENT.** The District consents to Assignor’s assignment of the Agreement to Assignee.



Rizzetta & Company

**3. ASSIGNEE'S ACCEPTANCE OF LIABILITY.** Assignee agrees to assume any and all debts, obligations and liabilities of Assignor present and future, arising out of or related to the Agreement.

**4. NOTICES.** Upon this Assignment, notices pursuant to the Agreement shall be in writing and shall be delivered to the Assignee as follows:

**A. If to the District:** Wiregrass II Community Development District  
5844 Old Pasco Road  
Suite 100  
Wesley Chapel, Florida 33544  
Attn: District Manager

**With a copy to:** Hopping Green & Sams  
119 South Monroe St., Ste # 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Assignee:** Rizzetta & Company  
3434 Colwell Ave, Suite 200  
Tampa, Florida 33614  
Attn: CDD Legal

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]




Rizzetta & Company

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date set forth above.

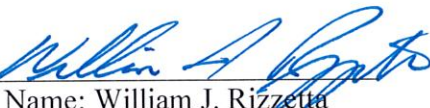
**Wiregrass II Community Development District**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: Chairman or Vice Chairman

**Assignor: Rizzetta Technology Services, LLC.**

By:   
Print Name: William J. Rizzetta  
Its: President

**Assignee: Rizzetta & Company, Inc.**

By:   
Print Name: William J. Rizzetta  
Its: President



Rizzetta & Company

## Tab 8





Rizzetta & Company

#### UPCOMING DATES TO REMEMBER

- **Next Meeting:** November 25, 2021 @ 10:30 AM
- **FY 2020-2021 Audit Completion Deadline:** June 30, 2022
- **Next Election (Seat 3 Hatcher Porter, Seat 4 Quinn Porter, Seat 5 Caitlin Chandler):** November 9, 2022

## District Manager's Report

October 28

# 2021

W  
I  
R  
E  
G  
R  
A  
S  
S  
  
I  
I  
  
C  
D  
D

#### FINANCIAL SUMMARY

8/31/2021

General Fund Cash & Investment Balance:	\$144
Reserve Fund Cash & Investment Balance:	\$0
Debt Service Fund Investment Balance:	<u>\$9,902,882</u>
<b>Total Cash and Investment Balances:</b>	<b>\$9,903,026</b>
<b>General Fund Expense Variance: \$85,248</b>	<b>Under Budget</b>