

***EPPERSON RANCH II
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package

Regular Meeting

Date/Time:

***Thursday, June 2, 2022
6:15 P.M.***

Location:

***Hilton Garden Inn
26640 Silver Maple Parkway
Wesley Chapel, Florida 33544***

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

Epperson Ranch II Community Development District

c/o BREEZE

1540 International Parkway, Suite 2000

Lake Mary, FL 32746

Board of Supervisors

Epperson Ranch II Community Development District

Dear Supervisors:

A Meeting of the Board of Supervisors of the Epperson Ranch II Community Development District is scheduled for **Thursday, June 2, 2022 at 6:15 P.M.** at the **Hilton Garden Inn, 26640 Silver Maple Parkway, Wesley Chapel, Florida 33544.**

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The agenda items are for immediate business purposes and for the health and safety of the community. Staff will present any reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

Patricia Thibault

Patricia Thibaults

District Manager

813-564-7847

CC: Attorney
Engineer
District Records

District: EPPERSON RANCH II COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: Thursday, June 2, 2022

Time: 6:15 p.m.

Location: Hilton Garden Inn
26640 Silver Maple Parkway
Wesley Chapel, Florida 33544

Dial In: 312-626-6799
Meeting ID: 765 408 9133
Passcode: 12345

Agenda

Note: For the full agenda packet, please contact patricia@breezehome.com

I. Roll Call

II. Audience Comments – *(limited to 3 minutes per individual on agenda items)*

III. Business Matters

- A. Presentation of Proposed Budget FY 2022-2023 *(To Be Distributed)*
- B. Consideration and Adoption of **Resolution 2022-08, Approving Proposed Budget and Setting Public Hearing (FY 2022-2023)** **Exhibit 1**
 - Exhibit A – Proposed Budget for FY 2022-2023
- C. Service Agreement Amendment – Innovative Employer Solutions, Inc. **Exhibit 2**
- D. Amortization Recalculation Agreement Epperson Ranch II CDD **Exhibit 3**

IV. Consent Agenda

- A. Acceptance of the March Unaudited Financial Statements *(To Be Distributed)*
- B. Presentation of Epperson Ranch II CDD Number of Qualified Electors – **382** **Exhibit 4**
- C. Ratification of Contracts **Exhibit 5**

VI. Staff Reports

- A. District Manager
- B. District Counsel
- C. District Engineer

VII. Audience Comments – New Business – *(limited to 3 minutes per individual)*

VIII. Supervisor Requests

IX. Adjournment

EXHIBIT 1

RESOLUTION 2022-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EPPERSON RANCH II COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED OPERATION AND MAINTENANCE BUDGET FOR FISCAL YEAR 2022/2023; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING, AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager prepared and submitted to the Board of Supervisors (**“Board”**) of the Epperson Ranch II Community Development District (**“District”**) prior to June 15, 2022 a proposed operation and maintenance budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (**“Proposed Budget”**); and

WHEREAS, the Board has considered the Proposed Budget and desires to approve the Proposed Budget and set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget, including any modifications made by the Board, attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** The public hearing on said Proposed Budget is hereby declared and set for the following date, hour, and location:

DATE: August 4, 2022

HOUR: 6:00 p.m.

LOCATION: Hilton Garden Inn
26640 Silver Maple Parkway
Wesley Chapel, Florida 33544

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

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

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

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

PASSED AND ADOPTED ON JUNE 2, 2022.

Attest:

**Epperson Ranch II Community
Development District**

Print Name: _____
Secretary / Assistant Secretary

Print Name: _____
Chair/Vice Chair of the Board of Supervisors

Exhibit A: Proposed Budget for Fiscal Year 2022/2023

EXHIBIT 2

Service Agreement Amendment

**Service Agreement
Between Innovative Employer Solutions Inc
and Epperson Ranch II Community Development District
Dated April 1st, 2019**

The Service Agreement dated April 1st, 2019, by and between Innovative Employer Solutions, Inc., a Florida corporation, (Innovative) and Epperson Ranch II Community Development District (Client) is hereby amended effective April 8th, 2022.

Assignment

Client agrees to accept the assignment of the above referenced service agreement to Engage HRO.

AGREED TO:

INNOVATIVE EMPLOYER SOLUTIONS, INC.

By:  4/19/2022
DocuSigned by:
2C8FEE5893E74AF...
(Date)

635 93rd Ave North
Saint Petersburg, FL 33702

CLIENT

By:  4/19/2022
DocuSigned by:
36AA13D883C14F2...
(Date)

15310 Amberly Drive, Suite 175
Tampa, Florida 33647.

EXHIBIT 3



U.S. Bank, N.A.
Global Corporate Trust
225 E. Robinson Street, Suite 250
Orlando, FL 32801

James Audette
Vice President
Email: james.audette@usbank.com
Phone: 407-835-3820 Fax: 407-835-3814

Amortization Recalculation Agreement

April 22, 2022

Epperson Ranch II Community Development District
c/o District Manager
1540 International Parkway, Suite 2000
Lake Mary, FL 32746

Re: Epperson Ranch II Community Development District Master Trust Indenture and as supplemented

Dear Sir/Madam:

U.S. Bank Trust Company, National Association (“U.S. Bank” or the “Recalculation Agent”) hereby agrees with The Epperson Ranch II Community Development District (the “District”) to act as the District’s Amortization Recalculation Agent. The duties of U.S. Bank are set forth in this Amortization Recalculation Agreement (the “Agreement”). The purpose of this Agreement is to provide calculations to the District to facilitate the District’s compliance with the provisions of the Indenture concerning the calculation of bond debt payments. U.S. Bank is acting as an independent contractor for this purpose and is not an agent of the District.

1. **Duties:** U.S. Bank shall have only such duties as are specifically set forth herein. U.S. Bank shall provide to the District up to two (2) re-amortization schedules per calendar year per bond issue as requested by the District. Recalculations will take into account bond redemptions as specified by the District with the goal of creating a schedule of substantially level annual debt service for the remaining bond term. The District shall be solely responsible for determining whether any such recalculated amortization schedule meets the requirements of the applicable trust indenture.
2. **Fees:** The fee for U.S. Bank’s services under this Agreement will be \$250 per schedule to be paid in arrears with annual administration fees for the applicable bond issue.
3. **Termination:** Both the District and U.S. Bank will have the right to terminate this Agreement upon 30 days prior written notice.
4. **Representation of the District:** The District represents and warrants that it will provide in a timely manner all information necessary for U.S. Bank to carry out its duties under this Agreement and as otherwise requested by U.S. Bank.
5. **Reliance on Documents, etc.**



U.S. Bank may conclusively rely on the truth and accuracy of all information furnished to U.S. Bank by the District.

U.S. Bank shall not be liable for any error of judgment made in good faith. U.S. Bank shall not be liable except to the extent that a court of competent jurisdiction determines that U.S. Bank's gross negligence or willful misconduct hereunder was the sole cause of the District's loss and in no event shall U.S. Bank's liability exceed an amount equal to the fees paid by the District to U.S. Bank. Notwithstanding the preceding, in no event shall U.S. Bank be liable for incidental, indirect, special, consequential or punitive damages (including, but not limited to lost profits), even if the U.S. Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

6. Indemnification: To the extent allowed by law, the District shall indemnify and hold U.S. Bank harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Bank's acceptance or administration of the Bank's duties hereunder (except any loss, liability or expense as may be determined by a court of competent jurisdiction to have been caused solely by the Bank's gross negligence or willful misconduct). Such indemnification and hold harmless provision shall survive the termination of this Agreement or the Indenture or discharge of the Bonds.
7. Waiver of Jury Trial: EACH OF THE DISTRICT AND U.S. BANK KNOWINGLY WAIVES ANY RIGHT TO TRIAL BY JURY.
8. Agreement Governed by Florida Law: The terms and conditions of this Agreement shall be governed by the laws of the State of Florida without application of its conflicts of laws principles.
9. Amendments: This Agreement may be amended only by a written instrument executed by both parties.
10. Entire Agreement: This Agreement constitutes the entire agreement between the parties concerning the recalculation of amortization schedules.

This Agreement shall be effective upon the District's acceptance hereof as indicated below.

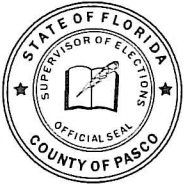
Sincerely,
U.S. Bank Trust Company, National Association

Approved and Accepted:
Epperson Ranch II Community Development District

By: James Audette
Its: Vice President

By: _____
Its: _____
Date: _____

EXHIBIT 4



Brian E. Corley
Supervisor of Elections
PO Box 300
Dade City FL 33526-0300

1-800-851-8754
www.pascovotes.com

April 19, 2022

Patricia Thibault, District Manager
Breeze
1540 International Pkwy Suite 2000
Lake Mary FL 32746

Dear Patricia Thibault:

Pursuant to your request, the following voter registration statistics are provided for their respective community development districts as of April 15, 2022.

• Ballantrae Community Development District	1,777
• Epperson North Community Development District	440
• Epperson Ranch II Community Development District	382
• Highland Trails Community Development District	0
• LakeShore Ranch Community Development District	1,386
• Mirada Community Development District	849
• Mirada II Community Development District	0
• North AR-1 Community Development District	0
• Union Park East Community Development District	1,077
• Zephyr Lakes Community Development District	243

As always, please call me if you have any questions or need additional information.

Sincerely,

Tiffannie A. Alligood
Chief Administrative Officer

East Pasco - Dade City (352) 521-4302
Central Pasco - Land O' Lakes (813) 929-2788
West Pasco - New Port Richey (727) 847-8162

EXHIBIT 5

RATIFICATION OF CONTRACTS

SC-000442	BRW Contracting, Inc. – Equipment & Trucking Load	\$39,720.00
SC-000444	Onsight Industries LLC – Mailboxes	\$16,482.00
SC-000471	Clearview Land Design, P.L. – Epperson Town Center West - Sandhill Crane Assessments, Agency Coordination and Follow-Up	\$3,500.00
SC-00498	Florida State Fence – Epperson Phase 7 Lagoon and Perimeter Fence	\$113,520.00
SC-00515	Grandview Botanicals - Biscayne TownHomes Epperson Lagoon	\$165,582.00