



Rizzetta & Company

Wesbridge Community Development District

**Board of Supervisors' Meeting
January 13, 2020**

**District Office:
5844 Old Pasco Road, Suite 100
Wesley Chapel, FL 33544
813-994-1001**

**WESBRIDGE
COMMUNITY DEVELOPMENT DISTRICT**

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

Board of Supervisors	Brady Lefere Mark Roscoe Ray Aponte Mike Piendel Jacque Gendron	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Jordan Lansford	Rizzetta & Company, Inc.
District Counsel	Scott Steady	Burr Forman, P.A.
District Engineer	Chris Fisher	Clearview Land Design

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) 533-2950. 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.

January 3, 2020

**Board of Supervisors
Wesbridge Community
Development District**

FINAL AGENDA

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Wesbridge Community Development District will be held on **Monday, January 13, 2020 at 3:00 p.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544. The following is the agenda for the meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of Board of Supervisors' Regular Meeting held on August 12, 2019.....Tab 1
 - B. Consideration of Operation & Maintenance Expenditures for July, August, September, October and November 2019...Tab 2
 - C. Ratification of Special Assessment Bonds, Series 2019 Requisition for Payment – CR-1.....Tab 3
- 4. BUSINESS ITEMS**
 - A. Consideration of Resignation from Jacque Gendron.....Tab 4
 - B. Consideration of Replacement for Vacant Seat – Megan Guerra
 1. Administer Oath of Office to Newly Appointed Supervisor.....Tab 5
 2. Review of Form 1 and Sunshine Amendment
 - C. Consideration of Reimbursement Agreement Phase 2 For Street Lighting Deposit.....Tab 6
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 6. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 7. ADJOURNMENT**

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

Sincerely,

Jordan Lansford

Jordan Lansford
District Manager

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.

WESBRIDGE COMMUNITY DEVELOPMENT DISTRICT

The Special Meeting of the Board of Supervisors of Wesbridge Community Development District was held on **Monday, August 12, 2019 at 5:00 p.m.** at the office of Rizzetta & Company located at 5844 Old Pasco Road Suite 100, Wesley Chapel, FL 33544.

Present and constituting a quorum were:

Brady Lefere	Chairman
Mark Roscoe	Vice Chairman
Ray Aponte	Assistant Secretary

Also present were:

Jordan Lansford	District Manager, Rizzetta & Co.
Scott Brizendine	Finance Dir, Rizzetta & Co.

Audience

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order and roll call performed, confirming that a quorum was present.

SECOND ORDER OF BUSINESS

Audience Comments

There were no audience comments.

THIRD ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors' Regular Meeting held on July 26, 2019

Ms. Lansford presented the Minutes of the Board of Supervisors' Regular Meeting held on July 26, 2019.

On a Motion by Mr. Lefere, seconded by Mr. Aponte, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisor's Regular Meeting held on July 26, 2019, for Wesbridge Community Development District.

FOURTH ORDER OF BUSINESS

Ratification of Operation & Maintenance Expenditures for June 2019

On a Motion by Mr. Lefere, seconded by Mr. Aponte, with all in favor, the Board of Supervisors ratified the Operation & Maintenance Expenditures for June 2019 (\$6116.02) for Wesbridge Community Development District.

FIFTH ORDER OF BUSINESS

Public Hearing on Fiscal Year 2019/2020 Budget

Ms. Lansford asked for a motion to be made to open the Public Hearing on Fiscal Year 2019/2020 Budget

On a Motion by Mr. Lefere, seconded by Mr. Aponte, with all in favor, the Board of Supervisors opened the Public Hearing on Fiscal Year 2019/2020 Budget, for Wesbridge Community Development District.

Ms. Lansford asked for a motion to be made to close the Public Hearing on Fiscal Year 2019/2020 Budget

On a Motion by Mr. Lefere, seconded by Mr. Aponte, with all in favor, the Board of Supervisors closed the Public Hearing on Fiscal Year 2019/2020 Budget, for Wesbridge Community Development District.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2019-43; Adopting Fiscal Year 2019/2020 Budget

Ms. Lansford presented Resolution 2019-43; Adopting Fiscal Year 2019/2020 Budget

On a Motion by Mr. Lefere, seconded by Mr. Aponte, with all in favor, the Board of Supervisors adopted the Fiscal Year 2019/2020 Budget, for Wesbridge Community Development District.

SEVENTH ORDER OF BUSINESS

Public Hearing on Fiscal Year 2019/2020 Assessments

Ms. Lansford asked for a motion to be made to open the Public Hearing on Fiscal Year 2019/2020 Assessments.

On a Motion by Mr. Lefere, seconded by Mr. Aponte, with all in favor, the Board of Supervisors opened the Public Hearing on Fiscal Year 2019/2020 Assessments, for Wesbridge Community Development District.

Ms. Lansford asked for a motion to be made to close the Public Hearing on Fiscal Year 2019/2020 Assessments.

On a Motion by Mr. Lefere, seconded by Mr. Aponte, with all in favor, the Board of Supervisors closed the Public Hearing on Fiscal Year 2019/2020 Assessments, for Wesbridge Community Development District.

EIGHTH ORDER OF BUSINESS

**Consideration of Resolution 2019-44;
Imposing Special Assessments**

Ms. Lansford presented Resolution 2019-44; Imposing Special Assessments to the Board.

On a Motion by Mr. Lefere, seconded by Mr. Aponte, with all in favor, the Board of Supervisors approved Resolution 2019-44; Imposing Special Assessments, for Wesbridge Community Development District.

NINTH ORDER OF BUSINESS

**Consideration of Resolution 2019-45;
Adopting Fiscal Year 2019/2020
Meeting Schedule**

Ms. Lansford presented Resolution 2019-45; Adopting Fiscal Year 2019/2020 Meeting Schedule to the Board.

On a Motion by Mr. Lefere, seconded by Mr. Aponte, with all in favor, the Board of Supervisors approved Resolution 2019-45; Adopting Fiscal Year 2019/2020 Meeting Schedule, for Wesbridge Community Development District.

TENTH ORDER OF BUSINESS

**Consideration of Dissemination
Agreement**

Ms. Lansford presented the Dissemination Agreement to the Board.

On a Motion by Mr. Lefere, seconded by Mr. Aponte, with all in favor, the Board of Supervisors approved the Dissemination Agreement, for Wesbridge Community Development District.

ELEVENTH ORDER OF BUSINESS

**Consideration of District Manager
Contract**

Ms. Lansford presented the District Manger Contract to the Board.

On a Motion by Mr. Lefere, seconded by Mr. Aponte, with all in favor, the Board of Supervisors approved to increase the District Manager Contract, after bond issuance, to \$51,200.00, for Wesbridge Community Development District.

TWELFTH ORDER OF BUSINESS

Consideration of Methodology Report

Mr. Brizendine presented the Methodology Report to the Board.

On a Motion by Mr. Lefere, seconded by Mr. Aponte, with all in favor, the Board of Supervisors approved the Methodology Report, for Wesbridge Community Development District.

THIRTEENTH ORDER OF BUSINESS

Consideration of License Maintenance Agreement

Ms. Lansford presented the License Maintenance Agreement to the Board.

On a Motion by Mr. Lefere, seconded by Mr. Aponte, with all in favor, the Board of Supervisors approved, in substantial form, the License Maintenance Agreement, for Wesbridge Community Development District.

FOURTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

No report

B. District Engineer

No report

C. District Manager

Ms. Lansford reminded the Board that the next meeting is scheduled for September 9, 2019 at 3:00 p.m.

FOURTEENTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

Mr. Lefere requested that all final documents be sent to Mr. Steady, District Counsel.

FIFTEENTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Lefere, seconded by Mr. Aponte, with all in favor, the Board of Supervisors adjourned the meeting at 5:08 p.m., for Wesbridge Community Development District.

Secretary/Assistant Secretary

Chairman/ Vice Chairman

Tab 6

**REIMBURSEMENT AGREEMENT PHASE 2
FOR STREET LIGHTING DEPOSIT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between:

WESBRIDGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Pasco County, Florida, with a principal address of 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 (the "District"), and

PULTE HOME COMPANY, LLC, a Michigan limited liability company, the owner of certain lands within the boundaries of the District, with a mailing address of 2662 S. Falkenburg Road, Riverview, Florida 33578, and its successors and assigns (the "Landowner"; and together with the District, the "Parties").

RECITALS

WHEREAS, the District entered into a Street/Outdoor Lighting Agreement (New Customer) with the Withlacoochee River Electric Cooperative, Inc. ("Cooperative") to construct, maintain and operate a street lighting system with the applicable phase of the District; and

WHEREAS, the Cooperative requires the payment of a deposit as outlined in the attached invoice (**Exhibit "A"**) (the "Deposit"); and

WHEREAS, the District does not have funds available to pay the Deposit; and

WHEREAS, the Landowner agrees to advance funds necessary to pay the Deposit, with the understanding that the Landowner retains the right as outlined herein to recover any refunding of the Deposit; and

WHEREAS, after five (5) years from the initial payment of the Deposit, the Cooperative reviews the Deposit to determine if a refund is necessary (the "Refund").

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 and the Landowner agree as follows:

1. REFUND. The Parties agree herein that upon the District's receipt of the Refund, the District shall within thirty (30) days reimburse Landowner the total amount of the Refund.

2. STREET LIGHT PAYMENT. The Landowner shall continue to pay for its share of the costs for streetlights within the District pursuant to a Development Funding Agreement or Operation and Maintenance Assessment.

3. APPLICABLE LAW AND VENUE. This Agreement and the provisions

contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Pasco County, Florida.

4. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

5. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

6. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

7. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

8. COUNTERPARTS. This Agreement 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.

9. EFFECTIVE DATE AND TERM. This Agreement shall be effective upon the date written above and shall expire six (6) years thereafter.

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

Attest:

**WESBRIDGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

_____, as Designated Member

Witness:

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

[Print Name]

By: _____
Its: _____

EXHIBIT A: *Invoice from Withlacoochee River Electric Cooperative, Inc.*

