

## Board of Supervisors' Regular Meeting September 26, 2019

District Office: 8529 South Park Circle, Suite 330 Orlando, Florida 32819 407.472.2471

www.westridgecdd.org

Professionals in Community Management

#### WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, Inc., 8529 South Park Circle, Suite 330, Orlando, FL 32819

| Board of Supervisors | Vacant<br>Glenn Marvin<br>Julie Kline<br>Paddy O'Brien<br>Vacant | Chairman<br>Vice Chairman<br>TBD<br>TBD<br>Assistant Secretary |
|----------------------|--|--|
| District Manager     | Anthony Jeancola   | Rizzetta & Company, Inc.                                       |
| District Counsel     | Scott Clark  | Clark & Albaugh, LLP   |
| District Engineer    | Mark E. Wilson, P.E.   | Kimley-Horn & Associates                                       |

#### 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 (407) 472-2471. 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.

#### WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT DISTRICT OFFICE • 8528 SOUTH PARK CIRCLE, SUITE 330 • ORLANDO, FL 32819

www.westridgecdd.org

September 18, 2019

#### Board of Supervisors Westridge Community Development District

#### AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Westridge Community Development District will be held on **Thursday, September 26, 2019 at 2:00 p.m.** at the Ramada Inn, located at 43824 Highway 27, Davenport, FL 33837. The following is the agenda for the meeting:

- 1. CALL TO ORDER/ROLL CALL
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS

#### 3. STAFF REPORTS

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

#### 4. BUSINESS ADMINISTRATION

- A. Appointment of Candidate(s) to Vacant Supervisor Seat(s)......Tab 1
- B. Consideration of Resolution 2019-10, Re-Designating Officers......Tab 2
- C. Consideration of the Minutes of the Board of the Supervisors' Meeting held on August 22, 2019......Tab 3
- D. Ratification of Operation and Maintenance Expenditures for July 2019......Tab 4
- E. Review of July 2019 Unaudited Financial Statements......Tab 5

#### 5. BUSINESS ITEMS

- C. Consideration of FY 19/20 Insurance Renewal Proposal......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 (407) 472-2471.

Very truly yours,

Anthony Jeancola Anthony Jeancola

District Manager

cc: Scott Clark, Clark & Albaugh, LLP Mark E. Wilson, Kimley-Horn and Associates, Inc. TAB 1

#### WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS OATH OF OFFICE

I,\_\_\_\_\_\_, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

#### ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA COUNTY OF \_\_\_\_\_

The foregoing oath was administered before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, who personally appeared before me, and is personally known to me or has produced \_\_\_\_\_\_ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Westridge Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name:

Commission No.: \_\_\_\_\_ Expires: \_\_\_\_\_

TAB 2

#### **RESOLUTION 2010-10**

#### A RESOLUTION OF THE BOARD OF SUPERVISORS OF WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND REMOVING OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Westridge Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Polk County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to appoint and remove Officers of the District.

#### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT:

| Section 1. | <br>is appointed Chairman.            |
|------------|---------------------------------------|
| Section 2. | <br>is appointed Vice Chairman.       |
| Section 3. | <br>is appointed Assistant Secretary. |
|            | <br>is appointed Assistant Secretary. |

Section 4. This Resolution supersedes any prior appointments made by the Board for Chairman and Vice-Chairman. Scott Campbell is hereby removed as Chairman. John Blakley, Bob Bishop and Adam Lerner are hereby removed as Assistant Secretaries.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 26<sup>th</sup> DAY OF SEPTEMBER, 2019.

#### WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT

#### CHAIRMAN / VICE CHAIRMAN

ATTEST:

SECRETARY / ASSISTANT SECRETARY

TAB 3

| 1<br>2                                 |                                |   | MINUTES OF   | MEETING   |
|--|--------------------------------|---|--|---|
| 2<br>3<br>4<br>5<br>6<br>7             | to any mat<br>ensure that      | ter considered at t   | he meeting is<br>of the procee                       | ecision made by the Board with respect<br>s advised that the person may need to<br>edings is made, including the testimony<br>o be based.   |
| 8<br>9<br>10                           |                                | COMMU   | WESTRI<br>NITY DEVELC                                | IDGE<br>OPMENT DISTRICT   |
| 11<br>12<br>13                         | Developme                      | nt District was held  | on Thursday  | of Supervisors of Westridge Community<br><b>y, August 22, 2019 at 2:10 p.m.</b> at the<br>avenport, FL 33837.                               |
| 14<br>15<br>16<br>17<br>18<br>19<br>20 | Scott<br>Glen<br>Bob I<br>Adan | ent and constituting a<br>Campbell<br>n Marvin<br>Bishop<br>n Lerner<br>Blakley | Board Supe<br>Board Supe<br>Board Supe<br>Board Supe | ervisor, Chairman<br>ervisor, Vice Chairman<br>ervisor, Assistant Secretary<br>ervisor, Assistant Secretary<br>ervisor, Assistant Secretary |
| 21<br>22<br>23<br>24<br>25<br>26       | Anthe<br>Scott                 | present were:<br>ony Jeancola<br>t Clark<br>ence Members                        | District Cou   | nager, Rizzetta & Company, Inc.<br>unsel, Clark & Albaugh<br>nad O'Brien, Paddy O'Brien and Julie Kline)                                    |
| 27<br>28                               | FIRST ORD                      | ER OF BUSINESS  |  | Call to Order   |
| 29<br>30<br>21                         | Mr. J                          | eancola called the m  | eeting to order                                      | and read the roll call.   |
| 31<br>32                               | SECOND O                       | RDER OF BUSINES   | s  | Audience Comments on Agenda Items   |
| 33<br>34<br>25                         | There                          | e were no audience o  | comments as t  | here were none present at this time.  |
| 35<br>36<br>27                         | THIRD ORD                      | DER OF BUSINESS   |  | Staff Reports   |
| 37<br>38<br>39                         | A.                             | District Counsel<br>No Report.  |  |   |
| 40<br>41<br>42<br>43<br>44<br>45       | B.                             | District Engineer<br>Not Present.   |  |   |

C. 46 **District Manager** Mr. Jeancola stated that the land sale transaction has occurred with all of 47 the SPE parcels. 48 49 Mr. Marvin asked if the new owners were part of a deficit funding 50 51 agreement. He asked if it the SPE was now extinguished and if the new 52 developer(s) had the same funding responsibility. Mr. Jeancola stated that the funding for the current fiscal year has been satisfied. Mr. Clark answered 53 "no" and said that the District had a type of agreement that was unique to a 54 55 bondholder related entity and the SPE. The former SPE parcels responsible for assessments will stay off of the roll for the time being. 56 57 General discussion ensued. 58 59 FOURTH ORDER OF BUSINESS Consideration of the Board of Supervisors' Meeting held on July 25, 60 61 2019 62 The Board reviewed the minutes of the Board of Supervisors' meeting held July 25, 63 2019. 64 65 On Motion by Mr. Marvin seconded by Mr. Campbell, with all in favor, the Board approved the Minutes of the Board of Supervisors' Meeting held on July 25, 2019, for Westridge Community Development District. 66 67 FIFTH ORDER OF BUSINESS Consideration of Operation and Maintenance Expenditures for June 68 69 2019 70 71 Mr. Jeancola discussed the operations and maintenance expenditures for June 2019 72 with the Board of Supervisors. This was inclusive of an irrigation repair for \$260.00 that was 73 performed on a common area within the District and reimbursed to Waterstone Property Homeowners. 74 75 On Motion by Mr. Marvin, seconded by Mr. Bishop, with all in favor, the Board ratified the Operations and Expenditures for June 2019 in the amount of \$17,747.42, for Westridge Community Development District. 76 SIXTH ORDER OF BUSINESS 77 Review of June 2019 Financial 78 Statements 79 The Board reviewed the unaudited financial statements for June 2019. 80 81 82 83

#### SEVENTH ORDER OF BUSINESS 84

EIGHTH ORDER OF BUSINESS

#### Website Consideration of ADA **Compliance Proposals**

Consideration of Updated Rizzetta

Year

**Technology Services Agreement** 

- 87 Mr. Jeancola reviewed the three proposals received from ADASC, Campus Suite, and VGlobal with the Board. While all vendors provide similar services, it was noted the per 88 89 page mitigation/conversion costs were different for each. Discussion ensued regarding 90 conversion costs posing the most financial impact to the District. Upon review of the proposals, the Board determined it desired to limit the financial impact and opt for the lower 91 cost ADA compliance vendor. 92
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94 Mr. Clark stated that most of the Districts that he works with have gone with Campus 95 Suite as they are providing the lowest price. Counsel noted there have been some favorable 96 litigation results which may lead to this issue going away. He recommended spending the 97 least amount of money for a reputable service for now. Discussion ensued.

98

On a motion by Mr. Blakely, seconded by Mr. Marvin, with all in favor, the Board approved the proposal received from Campus Suite, for the Westridge Community Development District.

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Mr. Jeancola reviewed the updated agreement with the Board, which updates the

current terms to address the ADA compliance component being handled by a 3<sup>rd</sup> party 104 vendor and to further clarify the chapter 189 compliance items Rizzetta Technology Services 105 106 would be responsible for. The cost of services remains the same. Discussion ensued.

107

On a motion by Mr. Marvin, seconded by Mr. Campbell, with all in favor, the Board approved the Updated Rizzetta Technology Services Agreement, for the Westridge Community Development District.

108

NINTH ORDER OF BUSINESS Public Fiscal 109 Hearing on 110 2019/2020 Final Budget 111 112 On a motion by Mr. Campbell, seconded by Mr. Marvin, with all in favor, the Board agreed 113 to open the public hearing on Fiscal Year 2019-2020 Final Budget for Westridge 114 Community Development District. 115

116 Mr. Jeancola presented and reviewed Fiscal Year 2019/2020 Budget and 117 Assessments. The District will maintain their level of assessments. No members of the public desired to provide public testimony or comment. There were no comments from 118 119 District Counsel.

120

#### WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT August 22, 2019 Minutes of Meeting Page 4

| , , , ,   | / Mr. Marvin, with all in favor, the Board agreed<br>/ear 2019-2020 Final Budget for Westridge  |
|---|---|
| TENTH ORDER OF BUSINESS   | Consideration of Resolution 2019-08,<br>Adopting Fiscal Year 2019/2020 Final<br>Budget  |
| Mr. Jeancola presented and review<br>2019/2020 Final Budget.                      | ed Resolution 2019-08, Adopting Fiscal Year   |
|   | Mr. Marvin, with all in favor, the Board approved<br>Year 2019/2020 Final Budget for Westridge  |
| ELEVENTH ORDER OF BUSINESS  | Consideration of Resolution 2019-09,<br>Imposing Special Assessments and<br>Certifying an Assessment Roll   |
| Mr. Jeancola presented and revie<br>Assessments and Certifying an Assessmer       | ewed Resolution 2019-09, Imposing Special nt Roll.  |
| eventually include updated rolls from the owned by the Polk County School Distric | 019-09 to include the sale of land and will<br>County. He added that one of the parcels is<br>t which is an exempt entity per statute. The<br>essment on the property. Discussion ensued. |
| Resolution 2019-09 in substantial form, Imp                                       | r. Blakely, with all in favor, the Board approved<br>posing Special Assessments and Certifying an<br>usel's changes, for the Westridge Community  |
| TWELFTH ORDER OF BUSINESS   | Consideration of Resolution 2019-10, Setting the Meeting Schedule   |
| Meeting Schedule for Fiscal Year 2019/202   | d reviewed Resolution 2019-10, Setting the 20. The schedule proposes to meet on the 4 <sup>th</sup> e November meeting, which is proposed to be   |
|   | Lerner, with all in favor, the Board accepted the g Schedule for Fiscal Year 2019/2020 for  |

#### 158THIRTEENTH ORDER OF BUSINESS

#### Consideration of Acceptance of Supervisor Resignations and Appointments

160 161

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On Motion by Mr. Marvin, seconded by Mr. Campbell, with all in favor, the Board accepted Supervisor Blakely's resignation from Seat No. 4, effective August 22, 2019, for Westridge Community Development District.

On Motion by Mr. Marvin, seconded by Mr. Lerner, with all in favor, the Board accepted Supervisor Campbell's resignation from Seat No. 1, effective August 22, 2019, for Westridge Community Development District.

On Motion by Mr. Marvin, seconded by Mr. Bishop, with all in favor, the Board appointed Ms. Julie Kline to Seat No. 1, effective August 22, 2019, for Westridge Community Development District.

#### 162

163 Mr. Jeancola administered the oath of office to Ms. Kline.

#### 164

On Motion by Mr. Marvin, seconded by Mr. Bishop, with all in favor, the Board accepted Supervisor Lerner's resignation from Seat No. 2, effective August 22, 2019, for Westridge Community Development District.

On Motion by Mr. Marvin, seconded by Ms. Kline, with all in favor, the Board appointed Mr. Paddy O'Brien to Seat No. 2, effective August 22, 2019, for Westridge Community Development District.

165

166 Mr. Jeancola administered the oath of office to Mr. O'Brien.

#### 167

On Motion by Mr. Marvin, seconded by Ms. Kline, with all in favor, the Board accepted Supervisor Bishop's resignation from Seat No. 5, effective August 22, 2019, for Westridge Community Development District.

#### 168

- 169 Ms. Kline waived compensation.
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- 171 Mr. O'Brien accepted compensation.
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| 182<br>183<br>184                             | FOURTEENTH ORDER OF BUSINESS   | Audience<br>Requests | Comments       | and Supervisor    |
|---|--|----------------------|----------------|-------------------|
| 185<br>186                                    | Mr. Clark thanked the previous Supervise   | ors for their s      | service to the | District.         |
| 187<br>188                                    | There were no audience comments or So  | upervisor re         | quests at this | time.             |
| 189<br>190<br>191<br>192                      | Mr. Jeancola stated that a resolution re-c<br>Mr. Clark suggested appointing additional candio<br>meeting followed by adopting the resolution. |                      |                |                   |
| 192<br>193<br>194<br>195<br>196<br>197<br>198 | Mr. Jeancola announced that the meetin<br>at the Ramada Inn, located at 43824 Highway<br>additional land sale matters needed to come be        | 27, Davenp           | ort, Florida 3 | 3837 in the event |
| 199<br>200<br>201<br>202<br>203               |  |                      |                |                   |
| 204<br>205<br>206<br>207                      |  |                      |                |                   |
| 208<br>209<br>210                             |  |                      |                |                   |
| 211<br>212<br>213                             |  |                      |                |                   |
| 214<br>215<br>216                             |  |                      |                |                   |
| 217<br>218<br>219                             |  |                      |                |                   |
| 220<br>221<br>222                             |  |                      |                |                   |
| 223<br>224<br>225                             |  |                      |                |                   |
| 226   |  |                      |                |                   |

#### WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT August 22, 2019 Minutes of Meeting Page 7

| FIFTEENTH ORDER OF BUSINESS  | Adjournment   |
|--|---|
| On a Motion by Mr. Marvin, seconded by M<br>the Meeting of the Board of Superviso<br>Development District. | <i>I</i> s. Kline, with all in favor, the Board adjourn<br>ors at 3:00 pm, for Westridge Commur |
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| Assistant Secretary  | Chairman/Vice Chairman  |
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TAB 4

### WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 8529 SOUTH PARK CIRCLE · SUITE 330 · ORLANDO, FL 32819

#### Operation and Maintenance Expenditures July 2019 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2019 through July 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$22,688.51** 

Approval of Expenditures:

Chairperson

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

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

Paid Operation & Maintenance Expenses

July 1, 2019 Through July 31, 2019

| Vendor Name                          | Check # | Invoice Number      | Invoice Description                         | Invo | ice Amount |
|--------------------------------------|---------|---------------------|---|------|------------|
|                                      |         |                     |   |      |            |
| Clark, Albaugh & Rentz,<br>LLP       | 001968  | 16604               | General Legal Services<br>06/19             | \$   | 9,445.50   |
| Duke Energy                          | 001971  | 31506 49463<br>6/19 | 000 Highway 27 Lite,<br>Tierra Del Sol 6/19 | \$   | 3,946.07   |
| Kimley-Horn and<br>Associates, Inc.  | 001972  | 14260986            | Engineering Services<br>06/19               | \$   | 677.44     |
| Landform of Central<br>Florida, Inc  | 001969  | 19.348.07           | Landscaping<br>Maintenance 07/19            | \$   | 1,690.00   |
| McDirmit Davis &<br>Company, LLC.    | 001965  | 41871               | Audit Services FYE<br>09/18                 | \$   | 3,800.00   |
| Ramada Inn                           | 001970  | RI071519            | Meeting Room Rental<br>07/25/19             | \$   | 37.50      |
| Rizzetta & Company, Inc.             | 001966  | INV0000041530       | District Management<br>Services 07/19       | \$   | 2,917.00   |
| Rizzetta Technology<br>Services, LLC | 001967  | INV0000004547       | Website & EMail<br>Hosting Services 07/19   | \$   | 175.00     |

Report Total

\$ 22,688.51

COPT Clark & Albaugh, LLP 700 W. Morse Blvd., Suite 101 Winter Park, Florida 32789 Phone: (407) 647-7600 Fax: (407) 647-7622 Westridge Community Development District July 2, 2019 8529 S. Park Circle, Suite 330 Orlando, FL 32819 File# 7216-002 Attention: Inv #: 16604 General Matters DATE DESCRIPTION HOURS AMOUNT LAWYER Jun-03-19 telephone call with Scott Campbell regarding 3.30 990.00 SDC status; correspondence with Tyler Hill regarding development issues; review of bond documents regarding transfer provisions; draft

SDC

SDC

RE:

review of proposed FDOT easement Jun-04-19 2.10 630.00 agreement; draft amendment to indemnity provision; correspondence with Tyler Hill; complete draft of bondholder direction; correspondence to trustee counsel regarding direction; review of additional swap documents Jun-05-19 correspondence regarding status of approvals; 0.50 150.00 SDC call to buyer's counsel Jun-10-19 correspondence with buyer's counsel; review 1.60 480.00 SDC of development documents review of project proposed documents with Jun-11-19 2.50 750.00 County and others

form of bondholder direction

Jun-12-19 review of extensive development documents 4.10 1,230.00 SDC for project redevelopment; telephone call with buyer's attorney; correspondence with buyer's attorney; telephone call with district manager

| Invoiçe #: | 16604  | Page 2  |                   |                      | July 2, 2019                              |
|------------|--|---|-------------------|----------------------|---|
| Jun-13-19  | preparation of meeting r<br>correspondence with ma<br>board meeting regarding  | mager; attendance at  | 4.50              | 1,350.00             | SDC                                       |
| Jun-14-19  | phone conference and contrastee's counsel regardiand bondholder direction  | ng closing documents  | 1.30              | 390.00               | SDC                                       |
| Jun-18-19  | review of and conferenc<br>development agreement<br>buyer's counsel;   |   | 0.60              | 180.00               | SDC                                       |
|            | Reviewing Joint Develo<br>Office conference with S<br>Modifying same.  | · · ·   | 2.80              | 798.00               | MEA                                       |
| Jun-19-19  | Continue modifying Join Agreement.   | nt Development  | 2.60              | 741.00               | MEA                                       |
| Jun-20-19  | Continue modifying Join<br>Agreement; Email corre<br>regarding same.   | -   | 2.30              | 655.50               | MEA                                       |
| Jun-23-19  | correspondence with buy<br>of document revisions; r<br>modifications to tempor   | eview of  | 0.60              | 180.00               | SDC                                       |
| Jun-24-19  | office conference regard documents review and a  |   | 0.30              | 90.00                | SDC                                       |
|            | Reviewing easement and<br>terminations proposed in<br>planned improvements of<br>Email correspondence to<br>Reviewing modified (as<br>CDD) Joint Development<br>correspondence to/from | n conjunction with the<br>of the Holdco property;<br>o SDC regarding same;<br>to final inspection by<br>nt Agreement; Email | 2.60              | 741.00               | MEA                                       |
| Jun-25-19  | review of correspondence<br>direction regarding prop   |   | 0.30              | 90.00                | SDC                                       |
|            | Totals   |   | 32.00             | \$9,445.50           |   |
|            | <b>Total Fee &amp; Disbursen</b><br>Previous Balance<br>Previous Payments  | Date Rec'd Rizzetta &<br>D/M approval<br>Date enteredJU<br>FundOO1 GL \$<br>Check #   | Da<br>L 10 8 2019 | te<br>c_ <u>3107</u> | <b>\$9,445.50</b><br>3,981.75<br>3,981.75 |

**Balance** Now Due

### \$9,445.50

TAX ID Number 26-1572385



#### STATEMENT OF SERVICE

ACCOUNT NUMBER 1/ 31506 49463

JULY 2019

| FOR CUSTOMER SERVICE OR<br>PAYMENT LOCATIONS CALL:<br>1-877-372-8477<br>WEB SITE: www.duke-energy.com<br>TO REPORT A POWER OUTAGE:<br>1-800-228-8485 | WESTRIDGE COMM DEV DIST<br>8529 S PARK CIR<br>SUITE 330<br>ORLANDO FL 32819<br>SERVICE ADDRESS<br>000 HIGHWAY 27 LITE,<br>TIERRA DEL SOL | DUE DATE<br>JUL 30 2019<br>NEXT READ<br>DATE ON OR<br>ABOUT<br>3,806.67 TH/ | TOTAL AMOUNT DUE<br>3,946.07<br>DEPOSIT AMOUNT<br>ON ACCOUNT<br>6,970.00                           |
|--|--|---|--|
| PIN: 605765635<br>METER READINGS   | LS-1 017 LIGHTING SER COMPANY<br>BILLING PERIOD06-06-19 TO 07-08-19  | · ·   | INED   |
| JUL 2 5 2019   |  | ·   | 1.31<br>206.71<br>269.36<br>1.91<br>479.29<br>3,191.09<br>263.40<br>12.29<br>3,946.07<br>₹3,946.07 |
|  | avoid a 1% late charge being applied to this<br>Date Rec'd Rizzetta &<br>D/M approval  | co., Inc  |  |
| ENERGY USE<br>DAILY AVG. USE - 221 KWH/DAY<br>USE ONE YEAR AGO - 236 KWH/DAY<br>*DAILY AVG. ELECTRIC COST -\$122.93                                  | Fund GL  | 53100 oc 4  |  |

JUL 2 3 2019

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## **Kimley**»Horn

Invoice for Professional Services

WESTRIDGE CDD C/O RIZZETTA & COMPANY ATTN: GNANAM NAMASIVAYAM 8529 SOUTH PARK CIRCLE SUITE 330 ORLANDO, FL 32819

Please send payments to: KIMLEY-HORN AND ASSOCIATES, INC. P.O. BOX 932520 ATLANTA, GA 31193-2520 Invoice No: 14260986 Invoice Date: Jun 30, 2019 Invoice Amount: \$677.44

Project No: 049875001.2 Project Name: WESTRIDGE CDD Project Manager: WILSON, MARK E

Client Reference: CONSTRUCTION SERVICE

For Services Rendered through Jun 30, 2019

Federal Tax Id: 56-0885615

#### HOURLY

| Description              | Current Amount Due |
|--------------------------|--------------------|
| GENERAL ENGINEERING SVCS | 640.00             |
| OFFICE EXPENSE           | 37.44              |
| Subtotal                 | 677.44             |
| Total HOURLY             | 677.44             |

DESCRIPTION OF SERVICES PERFORMED: REQUISITIONS AND REVIEW.

#### Total Invoice: \$677.44

| Date Rec'd Rizz | etta & Co., Inc  |
|-----------------|------------------|
| D/M approval    | Date             |
| Date entered    | JUL 2 4 2019     |
| Fund 00         | GL 51300 oc 3103 |
| Check #         |                  |

## Kimley »Horn\_

WESTRIDGE CDD C/O RIZZETTA & COMPANY ATTN: GNANAM NAMASIVAYAM 8529 SOUTH PARK CIRCLE SUITE 330 ORLANDO, FL 32819

Invoice No: Invoice Date:

14260986 Jun 30, 2019

Project No: Project Name: Project Manager: WILSON, MARK E

049875001.2 WESTRIDGE CDD

#### HOURLY

| Task                           | Description           | Hrs/Qty | Rate   | Current Amount<br>Due |
|--------------------------------|-----------------------|---------|--------|-----------------------|
| GENERAL ENGINEERING SVCS       | SENIOR PROFESSIONAL I | 2.0     | 320.00 | 640.00                |
| TOTAL GENERAL ENGINEERING SVCS |                       | 2.0     |        | 640.00                |
| OFFICE EXPENSE                 | OFFICE EXPENSE        |         |        | 37.44                 |
| TOTAL OFFICE EXPENSE           |                       |         |        | 37.44                 |
| TOTAL LABOR AND EXPENSI        | E DETAIL              |         |        | 677.44                |

This page is for informational purposes only. Please pay amount shown on cover page.



**LANDFORM** OF CENTRAL FLORIDA INC. 398 N. DOBSON ST. • ORLANDO, FLORIDA • 32805 (407) 298-3036 • FAX (407) 298 8987

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INVOICE

| Invoice Number: | 19.348.07 |
|-----------------|-----------|
| Invoice Date:   | 7/1/19    |
| Page:           | 1         |

Bill To: WES001

Westridge Community Dev. District Rizzetta & Company, Inc 8529 South Park Circle #330 Orlando, FL 32819

| Project                        | Customer PO | Payment Terms | Due Date |
|--------------------------------|-------------|---------------|----------|
| Waterstone Community Dev.Distr |             | Net 10 Days   | 7/11/19  |

| Description  | Amount   |
|--|----------|
| Invoice for landscaping maintenance services performed during the month.   | 1,690.00 |
| Date Rec'd Rizzetta & Co., Inc<br>D/M approval Date<br>JUL 0 8 2019<br>Date entered<br>Fund OOI GL 53900oc 44004 |          |
| Fund GL GL   |          |

| Subtotal               | 1,690.00 |
|------------------------|----------|
| Sales Tax              |          |
| Total Invoice Amount   | 1,690.00 |
| Payment/Credit Applied |          |
| TOTAL                  | 1,690.00 |

Check/Credit Memo Ni

## CDIRMIT /// DAVIS CERTIFIED PUBLIC ACCOUNTANTS AND ADVISORS

934 N. Magnolia Ave. Suite 100 Orlando, FL 32803

(407) 843-5406 www.mcdirmitdavis.com Constant of the second JUN 1 8 2019 

WESTRIDGE CDD C/O RIZZETTA AND COMPANY 12750 CITRUS PARK LANE SUITE 115 TAMPA, FL 33625

Date: Invoice Number: 41871 Client:

6/18/2019 23450.0

Accounting services rendered in connection with the preparation and issuance of audited financial statements for WESTRIDGE CDD for the year ended September 30, 2018.

Total Due This Invoice \$3,800.00

| Date Rec'd Rizz | tetta & Co., Inc |
|-----------------|------------------|
| D/M approval    | Date             |
| Date entered    | JUN 2 0 2019     |
| Fund <u>00</u>  | GL 51300 OC 3202 |
| Check #         |                  |

Thank you for your business.

### WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT

District Office ~ 8529 South Park Circle ~ Suite 330 ~ Orlando, Florida 32819

JUL 1 6 2019

## **Check Request**

----

| Amount:             | \$37.50   |
|---------------------|---|
| Date:               | July 15, 2019   |
| Payable to:         | Ramada Inn  |
| Address:            | 43824 Highway 27, Davenport, FL 33837                             |
| Reason:             | Regular BOS Meeting   |
|                     | Space Rental at Ramada Inn – July 25, 2019                        |
| <b>Requestor:</b>   | Jaclyn Moreno   |
| Special Instruction | ons: Deliver to Orlando Office - Attn. Jaclyn, for hand delivery. |

Approved by:

Anthony Jeancola, District Manager

| Date Rec'd Rizz | etta & Co., Inc   |
|-----------------|-------------------|
| D/M approval    | Date              |
| Date entered    | JUL 1 8 2019      |
| Fund 001        | _GL 51300 oc 4903 |
| Check #         |                   |

Rizzetta & Company, Inc. 3434 Colwell Avenue Suite 200 Tampa FL 33614

#### Invoice

| Date |          | Invoice #     |  |  |
|------|----------|---------------|--|--|
|      | 7/1/2019 | INV0000041530 |  |  |
|      |          |               |  |  |

PIBOZINE JUN 2 0 2019 BR:

Bill To:

WESTRIDGE CDD 3434 Colwell Avenue, Suite 200 Tampa FL 33614

|   | Services for the month of | Terms                       |  | ient Number  |
|---|---------------------------|-----------------------------|--|--|
|   | July                      | Upon Rec                    |  | 0650   |
| Description<br>District Management Services<br>Administrative Services<br>Accounting Services<br>Financial & Revenue Collections<br>Date Rec'd Rizzetta & co. Inc.<br>D/M approval Date<br>Date entered JUN 2 5 2019<br>Fund OOL GL 51300 oc 3<br>Check # 3 | 101<br>100<br>201<br>3111 | Qty<br>1.00<br>1.00<br>1.00 | Rate<br>\$1,125.00<br>\$300.00<br>\$1,192.00<br>\$300.00 | Amount<br>\$1,125.0<br>\$300.0<br>\$1,192.0<br>\$300.0 |
|   |                           | Subtotal                    |  | \$2,917.00   |
|   |                           | Total                       |  | \$2,917.00   |

#### Rizzetta Technology Services 3434 Colwell Avenue Suite 200 Tampa FL 33614

Bill To:

| Date     | Invoice #    |  |  |
|----------|--------------|--|--|
| 7/1/2019 | INV000004547 |  |  |



WESTRIDGE CDD 3434 Colwell Avenue, Suite 200 Tampa FL 33614

| Į   | Services for the month of | Terms    |                 | lient Number     |
|---|---------------------------|----------|-----------------|------------------|
|   | July                      |          | ·····           | 0650             |
| Description<br>EMail Accounts, Admin & Maintenance  |                           | Qty 5    | Rate<br>\$15.00 | Amount<br>\$75.0 |
| Date Rec'd Rizzetta & Co., Inc<br>D/M approval Date<br>Date entered JUN 2 0 2019<br>Fund GL 57/300 oc 57/0<br>Check # | 13                        | 1        | \$100.00        | \$100.0          |
|   |                           | Subtotal |                 | \$175.00         |
|   |                           | Total    |                 | \$175.00         |

#### Invoice

TAB 5



# Financial Statements (Unaudited)

July 31, 2019

Prepared by: Rizzetta & Company, Inc.

westridgecdd.org rizzetta.com

Professionals in Community Management

#### Balance Sheet As of 7/31/2019

(In Whole Numbers)

|   | General Fund | Debt Service<br>Fund | Capital Projects<br>Fund | Total<br>Governmental<br>Funds | General Fixed<br>Asset Account<br>Group | General<br>Long-Term Debt<br>Account Group |
|---|--------------|----------------------|--------------------------|--------------------------------|---|--|
| Assets                                  |              |                      |                          |                                |   |  |
| Cash In Bank                            | 26,903       | 0                    | 0                        | 26,903                         | 0                                       | 0  |
| Investments                             | 0            | 15,060,965           | 915,893                  | 15,976,858                     | 0                                       | 0  |
| Accounts Receivable                     | 0            | 0                    | 0                        | 0                              | 0                                       | 0  |
| Allowance for Uncollectible Assessments | 0            | 0                    | 0                        | 0                              | 0                                       | 0  |
| Prepaid Expenses                        | 0            | 0                    | 0                        | 0                              | 0                                       | 0  |
| Deposits                                | 6,970        | 0                    | 0                        | 6,970                          | 0                                       | 0  |
| Due From Other Funds                    | 0            | 0                    | 14,937                   | 14,937                         | 0                                       | 0  |
| Amount Available-Debt Service           | 0            | 0                    | 0                        | 0                              | 0                                       | 0  |
| Amount To Be Provided-Debt Service      | 0            | 0                    | 0                        | 0                              | 0                                       | 25,150,000                                 |
| Fixed Assets                            | 0            | 0                    | 0                        | 0                              | 19,568,351                              | 0  |
| Total Assets                            | 33,873       | 15,060,965           | 930,831                  | 16,025,669                     | 19,568,351                              | 25,150,000                                 |
| Liabilities                             |              |                      |                          |                                |   |  |
| Accounts Payable                        | 1,000        | 0                    | 0                        | 1,000                          | 0                                       | 0  |
| Accrued Expenses Payable                | 9,934        | 0                    | 0                        | 9,934                          | 0                                       | 0  |
| Other Current Liabilities               | 0            | 0                    | 0                        | 0                              | 0                                       | 0  |
| Due To Other Funds                      | 14,937       | 0                    | 0                        | 14,937                         | 0                                       | 0  |
| Debt Service ObligationsCurrent         | 0            | 19,442,000           | 0                        | 19,442,000                     | 0                                       | 0  |
| Revenue Bonds Payable-Long-Term         | 0            | 0                    | 0                        | 0                              | 0                                       | 25,150,000                                 |
| Total Liabilities                       | 25,872       | 19,442,000           | 0                        | 19,467,872                     | 0                                       | 25,150,000                                 |
| Fund Equity And Other Credits           |              |                      |                          |                                |   |  |
| Beginning Fund Balance                  | 8,159        | (17,362,295)         | 1,523,504                | (15,830,631)                   | 19,568,351                              | 0  |
| Net Change in Fund Balance              | (158)        | 12,981,260           | (592,674)                | 12,388,429                     | 0                                       | 0  |
| Total Fund Equity And Other Credits     | 8,002        | (4,381,035)          | 930,831                  | (3,442,202)                    | 19,568,351                              | 0  |
| Total Liabilities And Fund Equity       | 33,873       | 15,060,965           | 930,831                  | 16,025,669                     | 19,568,351                              | 25,150,000                                 |

#### Statement of Revenues and Expenditures 001 - General Fund From 10/1/2018 Through 7/31/2019 (In Whole Numbers)

| _  | Annual<br>Budget | YTD Budget | YTD Actual | YTD Variance | Percent Annual<br>Budget<br>Remaining |
|--|------------------|------------|------------|--------------|---------------------------------------|
| Revenues                                       |                  |            |            |              |                                       |
| Special Assessments                            |                  |            |            |              |                                       |
| Tax Roll                                       | 11,600           | 11,600     | 11,754     | 155          | (1.33)%                               |
| Off Roll                                       | 176,775          | 176,775    | 0          | (176,775)    | 100.00%                               |
| Total Revenues                                 | 188,375          | 188,375    | 11,754     | (176,621)    | 93.76%                                |
| Expenditures                                   |                  |            |            |              |                                       |
| Legislative                                    |                  |            |            |              |                                       |
| Supervisor Fees                                | 6,000            | 5,000      | 3,400      | 1,600        | 43.33%                                |
| Financial & Administrative                     |                  |            |            |              |                                       |
| Administrative Services                        | 3,600            | 3,000      | 3,000      | 0            | 16.66%                                |
| District Management                            | 13,500           | 11,250     | 11,250     | 0            | 16.66%                                |
| District Engineer                              | 10,000           | 8,333      | 2,532      | 5,801        | 74.67%                                |
| Disclosure Report                              | 2,000            | 2,000      | 2,000      | 0            | 0.00%                                 |
| Trustees Fees                                  | 12,000           | 12,000     | 0          | 12,000       | 100.00%                               |
| Financial & Revenue Collections                | 3,600            | 3,000      | 3,000      | 0            | 16.66%                                |
| Accounting Services                            | 14,304           | 11,920     | 11,920     | 0            | 16.66%                                |
| Auditing Services                              | 3,800            | 3,800      | 3,800      | 0            | 0.00%                                 |
| Arbitrage Rebate Calculation                   | 500              | 500        | 500        | 0            | 0.00%                                 |
| Public Officials Liability<br>Insurance        | 2,723            | 2,723      | 2,475      | 248          | 9.10%                                 |
| Legal Advertising                              | 3,500            | 2,917      | 834        | 2,082        | 76.15%                                |
| Dues, Licenses & Fees                          | 175              | 175        | 175        | 0            | 0.00%                                 |
| Miscellaneous Fees                             | 500              | 417        | 309        | 107          | 38.10%                                |
| Website Hosting, Maintenance,<br>Backup        | 2,100            | 1,750      | 1,750      | 0            | 16.66%                                |
| Legal Counsel                                  |                  |            |            |              |                                       |
| District Counsel                               | 25,000           | 20,833     | 23,075     | (2,242)      | 7.69%                                 |
| Electric Utility Services                      |                  |            |            |              |                                       |
| Street Lights                                  | 46,000           | 38,333     | 39,327     | (994)        | 14.50%                                |
| Other Physical Environment                     |                  |            |            |              |                                       |
| General Liability Insurance                    | 2,487            | 2,487      | 2,261      | 226          | 9.08%                                 |
| Landscape Maintenance                          | 25,000           | 20,833     | 20,891     | (58)         | 16.43%                                |
| Contingency                                    |                  |            |            |              |                                       |
| Miscellaneous Contingency                      | 11,586           | 9,655      | 11,993     | (2,338)      | (3.51)%                               |
| Total Expenditures                             | 188,375          | 160,927    | 144,494    | 16,433       | 23.29%                                |
| Excess of Revenue Over (Under)<br>Expenditures | 0                | 27,448     | (132,739)  | (160,187)    | 0.00%                                 |

#### Statement of Revenues and Expenditures 001 - General Fund From 10/1/2018 Through 7/31/2019 (In Whole Numbers)

|   | Annual<br>Budget | YTD Budget | YTD Actual | YTD Variance | Percent Annual<br>Budget<br>Remaining |
|---|------------------|------------|------------|--------------|---------------------------------------|
| Other Financing Sources (Uses)                                  |                  |            |            |              |                                       |
| Interfund Transfer  | 0                | 0          | 132,582    | 132,582      | 0.00%                                 |
| Excess of Rev./Other Sources Over<br>(Under) Expend./Other Uses | 0                | 27,448     | (158)      | (27,606)     | 0.00%                                 |
| Fund Balance, Beginning of Period                               |                  |            |            |              |                                       |
|   | 0                | 0          | 8,159      | 8,159        | 0.00%                                 |
| Fund Balance, End of Period                                     | 0                | 27,448     | 8,002      | (19,446)     | 0.00%                                 |

#### Statement of Revenues and Expenditures Debt Service Fund - 200 From 10/1/2018 Through 7/31/2019 (In Whole Numbers)

|   | Annual Budget | Current Period<br>Actual | Budget To Actual<br>Variance | Budget Percent<br>Remaining |
|---|---------------|--------------------------|------------------------------|-----------------------------|
| Revenues  |               |                          |                              |                             |
| Interest Earnings   |               |                          |                              |                             |
| Interest Earnings   | 0             | 796                      | 796                          | 0.00%                       |
| Special Assessments   |               |                          |                              |                             |
| Tax Roll  | 252,672       | 255,558                  | 2,885                        | 1.14%                       |
| Contributions From Private Sources                              | - ,           |                          |                              |                             |
| Bondholder Contributions  | 0             | 343,602                  | 343,602                      | 0.00%                       |
| Total Revenues  | 252,672       | 599,955                  | 347,283                      | 137.44%                     |
| Expenditures  |               |                          |                              |                             |
| Legal Counsel   |               |                          |                              |                             |
| District Counsel  | 0             | 35,214                   | (35,214)                     | 0.00%                       |
| Special Counsel   | 0             | 55,377                   | (55,377)                     | 0.00%                       |
| Debt Service  |               |                          |                              |                             |
| Interest  | 252,672       | 1,458,700                | (1,206,028)                  | (477.30)%                   |
| Principal   | 0             | 620,000                  | (620,000)                    | 0.00%                       |
| Contingency   |               |                          |                              |                             |
| Miscellaneous Contingency                                       | 0             | 890                      | (890)                        | 0.00%                       |
| Total Expenditures  | 252,672       | 2,170,182                | (1,917,509)                  | (758.89)%                   |
| Excess of Revenue Over (Under)<br>Expenditures                  | 0             | (1,570,227)              | (1,570,227)                  | 0.00%                       |
| Other Financing Sources (Uses)                                  |               |                          |                              |                             |
| Interfund Transfer  | 0             | (132,582)                | (132,582)                    | 0.00%                       |
| SPE Costs   | 0             | (60,000)                 | (60,000)                     | 0.00%                       |
| Property Taxes  | 0             | (299,408)                | (299,408)                    | 0.00%                       |
| SPE Property Sale   | 0             | 15,043,476               | 15,043,476                   | 0.00%                       |
| Total Other Financing Sources (Uses)                            | 0             | 14,551,487               | 14,551,487                   | 0.00%                       |
| Excess of Rev./Other Sources Over (Under)<br>Expend./Other Uses | 0             | 12,981,260               | 12,981,260                   | 0.00%                       |
| Fund Balance, Beginning of Period                               |               |                          |                              |                             |
|   | 0             | (17,362,295)             | (17,362,295)                 | 0.00%                       |
| Fund Balance, End of Period                                     | 0             | (4,381,035)              | (4,381,035)                  | 0.00%                       |
# Westridge Community Development District

Statement of Revenues and Expenditures Capital Projects Fund - 300 From 10/1/2018 Through 7/31/2019 (In Whole Numbers)

|   | Annual Budget | Current Period<br>Actual | Budget To Actual<br>Variance | Budget Percent<br>Remaining |
|---|---------------|--------------------------|------------------------------|-----------------------------|
| Revenues  |               |                          |                              |                             |
| Interest Earnings   |               |                          |                              |                             |
| Interest Earnings   | 0             | 19,645                   | 19,645                       | 0.00%                       |
| Total Revenues  | 0             | 19,645                   | 19,645                       | 0.00%                       |
| Expenditures  |               |                          |                              |                             |
| Other Physical Environment                                      |               |                          |                              |                             |
| Improvements Other Than Buildings                               | 0             | 612,318                  | (612,318)                    | 0.00%                       |
| Total Expenditures  | 0             | 612,318                  | (612,318)                    | 0.00%                       |
| Excess of Revenue Over (Under)<br>Expenditures                  | 0             | (592,674)                | (592,674)                    | 0.00%                       |
| Excess of Rev./Other Sources Over (Under)<br>Expend./Other Uses | 0             | (592,674)                | (592,674)                    | 0.00%                       |
| Fund Balance, Beginning of Period                               |               |                          |                              |                             |
| - and Sammer, Seguring of Ferroa                                | 0             | 1,523,504                | 1,523,504                    | 0.00%                       |
| Fund Balance, End of Period                                     | 0             | 930,831                  | 930,831                      | 0.00%                       |

## Westridge CDD Investment Summary July 31, 2019

| Account   | Investment   | Balance as of<br>July 31, 2019 |                   |  |
|---|--|--------------------------------|-------------------|--|
| US Bank Series 2005 Reserve<br>US Bank Series 2005 Revenue                  | US Bank Money Market Account-Managed<br>US Bank Money Market Account-Managed | \$                             | 129<br>15,060,836 |  |
|   | Total Debt Service Fund Investments  | \$                             | 15,060,965        |  |
| US Bank Series 2005 Construction<br>US Bank Series 2005 Default Expenditure | US Bank Money Market Account-Managed<br>US Bank Money Market Account-Managed | \$                             | 915,761<br>132    |  |
|   | Total Capital Project Fund Investments                                       | \$                             | 915,893           |  |

# Westridge Community Development District

Aged Payables by Invoice Date Aging Date - 7/1/2019 001 - General Fund From 7/1/2019 Through 7/31/2019

| Vendor Name      | Invoice Date | Invoice Number | Invoice Description                      | Current Balance |
|------------------|--------------|----------------|--|-----------------|
| Adam Lerner      | 7/25/2019    | AL072519       | Board of Supervisors<br>Meeting 07/25/19 | 200.00          |
| Glenn Marvin     | 7/25/2019    | GM072519       | Board of Supervisors<br>Meeting 07/25/19 | 200.00          |
| John C. Blakley  | 7/25/2019    | JB072519       | Board of Supervisors<br>Meeting 07/25/19 | 200.00          |
| Robert R. Bishop | 7/25/2019    | BB072519       | Board of Supervisors<br>Meeting 07/25/19 | 200.00          |
| Scott Campbell   | 7/25/2019    | SC072519       | Board of Supervisors<br>Meeting 07/25/19 | 200.00          |
|                  |              |                | Total 001 - General<br>Fund              | 1,000.00        |

Report Total

1,000.00

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# **Capital Improvement Revenue Bonds - Series 2005**

# Construction/Default Expenditure Accounts Activity Through July 31, 2019

| Inflows: | Debt Proceeds                                   |                            | \$20,812,291.05 |
|----------|---|----------------------------|-----------------|
|          | Underwriters Discount                           |                            | 516,500.00      |
|          |   | <b>Total Bond Proceeds</b> | \$21,328,791.05 |
|          | Interest Earnings                               |                            | 557,170.50      |
|          | Transfer from Revenue to Construction           |                            | 2,252.56        |
|          | Due From General Fund for Streetlight Deposit   |                            | 16,391.20       |
|          | Reimbursement for SPE share of SWFMD permitting |                            | 12,630.48       |
|          |   | Total Inflows              | \$21,917,235.79 |

## **Outflows:**

| Requisition<br>Date | Requisition<br>Number | Contractor                           |                    | Amount          | Status with Trustee<br>7/31/2019 |
|---------------------|-----------------------|--------------------------------------|--------------------|-----------------|----------------------------------|
|                     | COI                   | Underwriters Discount                |                    | \$ (516,500.00) | Cleared                          |
|                     | COI                   | Rizzetta & Co                        |                    | (5,000.00)      | Cleared                          |
|                     | COI                   | Rizzetta & Co                        |                    | (30,000.00)     | Cleared                          |
|                     | COI                   | Nabors Giblin                        |                    | (75,000.00)     | Cleared                          |
|                     | COI                   | Foley & Lardner                      |                    | (25,825.00)     | Cleared                          |
|                     | COI                   | Bryant Miller                        |                    | (5,000.00)      | Cleared                          |
|                     | COI                   | Shutts & Bowen                       |                    | (42,000.00)     | Cleared                          |
|                     | COI                   | SunTrust                             |                    | (7,747.50)      | Cleared                          |
|                     | COI                   | SunTrust                             |                    | (1,500.00)      | Cleared                          |
|                     | 7                     | Digital Assurance Certification LLC  |                    | (3,000.00)      | Cleared                          |
|                     | COI                   | Image Master                         |                    | (4,288.55)      | Cleared                          |
|                     | COI                   | Akerman Senterfitt                   |                    | (70,000.00)     | Cleared                          |
|                     | COI                   | Kimley-Horn and Associates           |                    | (4,000.00)      | Cleared                          |
|                     | COI                   | Nabors Giblin                        |                    | (2,500.00)      | Cleared                          |
|                     |                       |                                      | Total COI Expenses | (792,361.05)    |                                  |
| 01/15/06            | 1                     | Shutts & Bowen Trust Account         |                    | (9,090,130.25)  | Cleared                          |
| 01/15/06            | 2                     | Shutts & Bowen Trust Account         |                    | (4,039,116.00)  | Cleared                          |
| 03/01/06            | 3                     | Progress Energy                      |                    | (16,391.20)     | Cleared                          |
| 03/10/06            | 5                     | Progress Energy                      |                    | (270,438.53)    | Cleared                          |
| 06/01/06            | 8                     | Resorts Construction                 |                    | (355,107.33)    | Cleared                          |
| 06/09/06            | 9                     | Kimley-Horn and Associates, Inc.     |                    | (5,017.30)      | Cleared                          |
| 06/22/06            | 10                    | Progress Energy                      |                    | (27,892.49)     | Cleared                          |
| 06/22/06            | 11                    | Contractors of Central Florida, Inc. |                    | (202,587.44)    | Cleared                          |
| 06/22/06            | 12                    | Bedrock Resources                    |                    | (35,782.80)     | Cleared                          |
| 06/22/06            | 13                    | Resorts Construction                 |                    | (316,587.63)    | Cleared                          |
| 06/23/06            | 14                    | Kimley-Horn and Associates, Inc.     |                    | (432.57)        | Cleared                          |
| 07/10/06            | 15                    | Resorts Construction                 |                    | (402,855.03)    | Cleared                          |
| 07/18/06            | 16                    | Contractors of Central Florida, Inc. |                    | (229,443.73)    | Cleared                          |
| 07/18/06            | 17                    | Bedrock Resources                    |                    | (28,973.97)     | Cleared                          |
| 07/26/06            | 18                    | Resorts Construction                 |                    | (340,666.44)    | Cleared                          |
| 07/31/06            | 19                    | Bedrock Resources                    |                    | (17,615.47)     | Cleared                          |

# Capital Improvement Revenue Bonds - Series 2005

# Construction/Default Expenditure Accounts Activity Through July 31, 2019

| 07/31/06 | 20       | Contractors of Central Florida, Inc.                             | (27,377.65)              | Cleared |
|----------|----------|--|--------------------------|---------|
| 08/07/06 | 20       | Resorts Construction   | (220,652.59)             | Cleared |
| 08/18/06 | 21       | Bedrock Resources  | (7,661.92)               | Cleared |
| 08/18/06 | 22       | Contractors of Central Florida, Inc.                             | (12,338.43)              | Cleared |
| 08/22/06 | 23       | Resorts Construction   | (239,625.69)             | Cleared |
| 09/26/06 | 24       | Resorts Construction   | (241,914.20)             | Cleared |
| 11/09/06 | 23<br>26 | Resorts Construction   | (146,782.60)             | Cleared |
| 11/09/06 | 20       | Kimley-Horn & Associates, Inc.                                   | (140,782.00)<br>(846.80) | Cleared |
| 11/09/00 | 27       | -  |                          | Cleared |
| 12/01/06 | 28<br>29 | Kimley-Horn & Associates, Inc.<br>Universal Engineering Sciences | (2,022.32)               | Cleared |
| 12/01/06 | 29<br>30 | Resorts Construction   | (428.00)                 | Cleared |
|          |          |  | (80,212.36)              |         |
| 01/22/07 | 31       | Kimley-Horn & Associates, Inc.                                   | (2,000.57)               | Cleared |
| 01/22/07 | 32       | Resorts Construction   | (169,006.22)             | Cleared |
| 02/22/07 | 33       | Kimley-Horn & Associates, Inc.                                   | (1,819.21)               | Cleared |
| 03/06/07 | 34       | Kimley-Horn & Associates, Inc.                                   | (2,242.71)               | Cleared |
| 03/08/07 | 35       | Resorts Construction   | (52,634.37)              | Cleared |
| 03/26/07 | 36       | Kimley-Horn & Associates, Inc.                                   | (5,274.53)               | Cleared |
| 04/18/07 | 37       | Resorts Construction   | (63,023.00)              | Cleared |
| 05/08/07 | 38       | Kimley-Horn & Associates, Inc.                                   | (5,459.21)               | Cleared |
| 05/15/07 | 39       | Resorts Construction   | (227,899.30)             | Cleared |
| 05/15/07 | 40       | A W Welt Ambrisco Insurance, Inc.                                | (70,000.00)              | Cleared |
| 06/05/07 | 41       | Kimley-Horn & Associates, Inc.                                   | (5,238.53)               | Cleared |
| 06/14/07 | 42       | Resorts Construction   | (136,773.26)             | Cleared |
| 07/17/07 | 43       | Kimley-Horn & Associates, Inc.                                   | (992.34)                 | Cleared |
| 07/17/07 | 44       | Resorts Construction   | (71,820.00)              | Cleared |
| 07/31/07 | 45       | Resorts Construction   | (132,284.74)             | Cleared |
| 08/27/07 | 46       | Kimley-Horn & Associates, Inc.                                   | (548.59)                 | Cleared |
| 08/29/07 | 47       | Kimley-Horn & Associates, Inc.                                   | (698.61)                 | Cleared |
| 09/30/07 | 48R      | Kimley-Horn & Associates, Inc.                                   | (998.97)                 | Cleared |
| 12/26/07 | 49       | Resorts Construction   | (146,292.87)             | Cleared |
| 12/27/07 | 50       | Kimley-Horn & Associates, Inc.                                   | (1,362.82)               | Cleared |
| 01/10/08 | Refund   | Progress Energy  | 1,293.33                 | Cleared |
| 02/26/08 | 51       | Resorts Construction - Revised                                   | (745,393.94)             | Cleared |
| 03/17/08 | 52       | Resorts Construction   | (83,637.53)              | Cleared |
| 06/05/08 | 53       | A W Welt Ambrisco Insurance, Inc.                                | (12,250.00)              | Cleared |
| 07/22/08 | 54       | Resorts Construction   | (38,037.53)              | Cleared |
| 09/09/08 | 55       | Resorts Construction   | (34,858.35)              | Cleared |
| 11/20/08 | 58       | Kimley-Horn & Associates, Inc.                                   | (3,601.70)               | Cleared |
| 12/17/08 | 59       | Vila & Son Landscape   | (192,509.28)             | Cleared |
| 12/17/08 | 60       | Vila & Son Landscape   | (18,659.49)              | Cleared |
| 12/31/08 | 61       | Kimley-Horn & Associates, Inc.                                   | (2,416.59)               | Cleared |
| 01/27/09 | 62       | Kimley-Horn & Associates, Inc.                                   | (10,575.75)              | Cleared |
| 02/28/09 | 63       | Kimley-Horn & Associates, Inc.                                   | (4,453.64)               | Cleared |
| 03/23/09 | 64       | Kimley-Horn & Associates, Inc.                                   | (1,169.64)               | Cleared |
| 04/21/09 | 65       | Kimley-Horn & Associates, Inc.                                   | (2,302.24)               | Cleared |
| 05/12/09 | 56R      | Resorts Construction   | (4,833.60)               | Cleared |
| 05/22/09 | 66       | Kimley-Horn & Associates, Inc.                                   | (7,512.71)               | Cleared |
| 06/23/09 | 67       | Kimley-Horn & Associates, Inc.                                   | (964.17)                 | Cleared |
| 07/21/09 | 68       | Kimley-Horn & Associates, Inc.                                   | (3,860.22)               | Cleared |
|          |          | · · · · · · · · · · · · · · · · · · ·                            | (-,)                     |         |

## **Capital Improvement Revenue Bonds - Series 2005**

## Construction/Default Expenditure Accounts Activity Through July 31, 2019

| 07/27/09 | 69  | Vila & Son Landscape                             | (23,463.20)  | Cleared            |
|----------|-----|--|--------------|--------------------|
| 08/19/09 | 70  | Kimley-Horn & Associates, Inc.                   | (1,947.64)   | Cleared            |
| 09/25/09 | 71  | Kimley-Horn & Associates, Inc.                   | (1,739.39)   | Cleared            |
| 10/12/09 | 72  | Kimley-Horn & Associates, Inc.                   | (1,178.38)   | Cleared            |
| 11/19/09 | 73  | Kimley-Horn & Associates, Inc.                   | (1,644.15)   | Cleared            |
| 11/30/09 | 74  | Kimley-Horn & Associates, Inc.                   | (1,444.85)   | Cleared            |
| 01/27/10 | 75  | Kimley-Horn & Associates, Inc.                   | (1,102.51)   | Cleared            |
| 06/01/10 | 76  | Kimley-Horn & Associates, Inc.                   | (1,544.19)   | Cleared            |
| 06/30/10 | 77  | Kimley-Horn & Associates, Inc.                   | (796.68)     | Cleared            |
| 09/22/10 | 78  | Kimley-Horn & Associates, Inc.                   | (1,306.10)   | Cleared            |
| 09/30/10 | 79  | Kimley-Horn & Associates, Inc.                   | (1,524.24)   | Cleared            |
| 11/23/10 | 80  | Steve Visnovske/Landgevity Land Development, LLC | (2,325.00)   | Cleared            |
| 11/15/12 | 83  | Kimley-Horn and Associates, Inc.                 | (1,852.37)   | Cleared            |
| 03/27/13 | 84  | Kimley-Horn and Associates, Inc.                 | (1,823.61)   | Cleared            |
| 04/23/13 | 85  | Kimley-Horn and Associates, Inc.                 | (3,313.16)   | Cleared            |
| 05/28/13 | 86  | Kimley-Horn and Associates, Inc.                 | (3,138.00)   | Cleared            |
| 06/20/13 | 87  | Kimley-Horn and Associates, Inc.                 | (2,300.00)   | Cleared            |
| 06/26/13 | 88  | Kimley-Horn and Associates, Inc.                 | (962.63)     | Cleared            |
| 07/24/13 | 89  | Kimley-Horn and Associates, Inc.                 | (5,386.90)   | Cleared            |
| 07/31/13 | 90  | Kimley-Horn and Associates, Inc.                 | (1,209.34)   | Cleared            |
| 08/19/13 | 91  | Kimley-Horn and Associates, Inc.                 | (6,312.00)   | Cleared            |
| 08/28/13 | 92  | Kimley-Horn and Associates, Inc.                 | (677.64)     | Cleared            |
| 09/24/13 | 93  | Kimley-Horn and Associates, Inc.                 | (5,240.63)   | Cleared            |
| 09/30/13 | 94  | Kimley-Horn and Associates, Inc.                 | (3,655.54)   | Cleared            |
| 12/18/13 | 95  | Kimley-Horn and Associates, Inc.                 | (3,850.13)   | Cleared            |
| 01/27/14 | 96  | Kimley-Horn and Associates, Inc.                 | (1,570.00)   | Cleared            |
| 04/30/14 | 97  | Kimley-Horn and Associates, Inc.                 | (1,453.73)   | Paid with Retainer |
| 06/02/14 | 98  | Kimley-Horn and Associates, Inc.                 | (561.70)     | Cleared            |
| 06/24/14 | 99  | Kimley-Horn and Associates, Inc.                 | (3,344.85)   | Cleared            |
| 07/22/14 | 100 | Kimley-Horn and Associates, Inc.                 | (1,570.47)   | Cleared            |
| 07/31/14 | 101 | Blue Ox Enterprises, LLC                         | (84,667.43)  | Cleared            |
| 09/30/14 | 102 | Kimley-Horn and Associates, Inc.                 | (2,256.71)   | Cleared            |
| 09/30/14 | 103 | Kimley-Horn and Associates, Inc.                 | (571.59)     | Cleared            |
| 11/20/14 | 104 | Blue Ox Enterprises                              | (9,407.49)   | Cleared            |
| 04/10/15 | 105 | Kimley-Horn and Associates, Inc.                 | (1,677.06)   | Cleared            |
| 06/13/18 | 108 | Bwestridge                                       | (71,409.75)  | Cleared            |
| 08/16/18 | 109 | Bwestridge, LLC                                  | (11,732.50)  | Cleared            |
| 08/16/18 | 110 | Kimley-Horn and Associates, Inc.                 | (33,038.99)  | Cleared            |
| 9/7/2018 | 111 | Kimley-Horn and Associates, Inc.                 | (69,410.10)  | Cleared            |
| 11/6/18  | 112 | Kimley-Horn and Associates, Inc.                 | (124,570.17) | Cleared            |
| 11/29/18 | 113 | Bwestridge, LLC                                  | (90,685.20)  | Cleared            |
| 11/29/18 | 114 | Kimley-Horn and Associates, Inc.                 | (104,637.96) | Cleared            |
| 1/31/19  | 115 | Kimley-Horn and Associates, Inc.                 | (142,499.76) | Cleared            |
| 3/26/19  | 116 | Kimley-Horn and Associates, Inc.                 | (41,170.43)  | Cleared            |
| 4/29/19  | 117 | Kimley-Horn and Associates, Inc.                 | (2,417.93)   | Cleared            |
| 5/31/19  | 118 | Kimley-Horn and Associates, Inc.                 | (67,336.88)  | Cleared            |
| 7/18/19  | 119 | Springer Construction, Inc.                      | (39,000.00)  | Cleared            |
|          |     |  |              |                    |

Total Construction Requisitions (19,605,742.62)

## **Capital Improvement Revenue Bonds - Series 2005**

## Construction/Default Expenditure Accounts Activity Through July 31, 2019

| Non-Construc | tion Related | Disbursements:                      |              |         |
|--------------|--------------|-------------------------------------|--------------|---------|
| 08/04/09     | DE 1         | Westridge CDD                       | (148,923.75) | Cleared |
| 09/10/09     | DE 2         | Westridge CDD                       | (33,543.16)  | Cleared |
| 10/12/09     | DE 3         | Westridge CDD                       | (49,997.41)  | Cleared |
| 12/11/09     | DE 4         | Westridge CDD                       | (24,974.39)  | Cleared |
| 12/31/09     |              | US Bank                             | (10,607.50)  | Cleared |
| 12/31/09     |              | Glenn Rasmussen Fogarty & Hooker PA | (15,333.60)  | Cleared |
| 03/10/10     |              | Greenberg Traurig, PA               | (175.00)     | Cleared |
| 03/10/10     |              | Glenn Rasmussen Fogarty & Hooker PA | (2,790.00)   | Cleared |
| 03/11/10     |              | Glenn Rasmussen Fogarty & Hooker PA | (1,485.00)   | Cleared |
| 03/22/10     | DE 5         | Westridge CDD                       | (3,886.79)   | Cleared |
| 06/16/10     |              | Westridge CDD                       | (201,114.78) | Cleared |
| 12/31/10     |              | Glenn Rasmussen Fogarty & Hooker PA | (45.00)      | Cleared |
| 11/30/11     |              | Glenn Rasmussen Fogarty & Hooker PA | (450.00)     | Cleared |
| 03/31/12     |              | Glenn Rasmussen Fogarty & Hooker PA | (103.75)     | Cleared |
| 12/31/13     |              | Clark, Albaugh & Rentz, LLP         | (7,680.00)   | Cleared |
| 02/28/14     |              | Clark, Albaugh & Rentz, LLP         | (1,785.99)   | Cleared |
| 04/25/14     |              | Polk County Tax Collector           | (48,571.24)  | Cleared |
| 05/31/14     |              | Clark, Albaugh & Rentz, LLP         | (4,346.50)   | Cleared |
| 06/30/14     |              | Lerner Real Estate Advisors         | (5,000.00)   | Cleared |
| 07/31/14     |              | Greenberg Traurig, PA               | (401.00)     | Cleared |
| 09/30/15     | 106          | RJ Widden and Associates, Inc.      | (500.00)     | Cleared |
| 09/30/15     | 107          | RJ Widden and Associates, Inc.      | (2,100.00)   | Cleared |

Total O&M from Default Expenditure Requisitions (563,814.86)

Total Requisitions (\$20,169,557.48)

Total COI & Requisitions(\$20,961,918.53)Transfer to Series 2005 Revenue Account:(24,486.59)Total Outflows (\$20,986,405.12)Capital Projects Fund Balance at July 31, 2019\$930,830.67

## Westridge Community Development District Notes to Unaudited Financial Statements July 31, 2019

### **Balance Sheet**

- 1. Trust statement activity has been recorded through 07/31/19.
- 2. See EMMA (Electronic Municipal Market Access) at <u>https://emma.msrb.org</u> for Municipal Disclosures and Market Data.
- 3. Debt Service Obligations Current, represents scheduled Series 2005 Debt Service payments that were not made November 2009 May 2019.

## Statement of Revenue and Expenditures – Debt Service Fund

4. The scheduled Series 2005 Debt Service payments that were not made have been accrued and are reflected in the accompanying Balance Sheet.

TAB 6

# FIRST AMENDMENT TO THE FIRST SUPPLEMENTAL TRUST INDENTURE

# WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT (Polk County, Florida)

ТО

U.S. BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE

Dated as of August 1, 2019

# **TABLE OF CONTENTS**

This Table of Contents is incorporated herein for ease of reference only as shall not be deemed a part of the First Amendment to the First Supplemental Trust Indenture.

| Section 1. | Definitions                      | 3 |
|------------|----------------------------------|---|
| Section 2. | Incorporation                    | 3 |
| Section 3. | Amendment                        | 3 |
| Section 4. | Confirmation of Master Indenture | 3 |
| Section 5. | Effective Date                   | 4 |

## FIRST AMENDMENT TO THE FIRST SUPPLEMENTAL TRUST INDENTURE

THIS FIRST AMENDMENT TO THE FIRST SUPPLEMENTAL TRUST INDENTURE (the "First Amendment") dated as of August 1, 2019, from WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT (the "District") to U.S. Bank National Association, a national banking corporation, as successor trustee (the "Trustee"), and authorized to accept and execute trusts of the character herein set out, with its designated corporate trust office and post office address located at 225 East Robinson Street, Suite 250, Orlando, Florida 32801, Attention: Corporate Trust Department. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Indenture (as defined below).

**WHEREAS**, the District is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"); and

WHEREAS, the District has entered into a Master Trust Indenture, dated as of December 1, 2005 (the "Master Indenture"), from the District to SunTrust Bank, as succeeded by the Trustee, to secure the issuance of its Westridge Community Development District Capital Improvement Revenue Bonds (the "Bonds"), issuable in one or more series from time to time; and

WHEREAS, pursuant to Resolution No. 2003-19, adopted by the Board of Supervisors of the District (the "Board") on September 22, 2003, as supplemented, the District authorized the issuance, sale and delivery of not to exceed \$65,000,000 in aggregate principal amount of its Bonds, under the Master Indenture, which Bonds were validated by final judgment of the Tenth Judicial Circuit Court in and for Polk County, Florida on October 30, 2003; and

WHEREAS, the District issued \$25,825,000 aggregate principal amount of Capital Improvement Revenue Bonds, Series 2005 (the "Series 2005 Bonds") under the terms of the Master Indenture, as supplemented by that certain First Supplemental Trust Indenture dated as of December 1, 2005, from the District to the Trustee (the "First Supplemental Indenture" and, together with the Master Indenture, the "Indenture"); and

WHEREAS, the Board duly adopted Resolution No. 2005-12, on July 21, 2005, providing for the acquisition, construction and installation of assessable capital improvements (the "Capital Improvement Program"), providing the estimated Cost of such capital improvements, defining assessable property to be benefited b such capital improvements, defining the portion of the cost of such capital improvements with respect to which assessments will be imposed and the manner in which such assessments will be levied against such benefitted property within the District (the "Assessments") directing the preparation of an assessment roll, and, stating the intent of the District to issue Bonds of the District secured by such Assessments to finance the costs of the acquisition and construction of such capital improvements and the Board duly adopted Resolution No. 2005-13, on November 17, 2005, following a public hearing conducted in accordance with the Act, to fix and establish the Assessments and the benefited property; and

WHEREAS, a portion of the Assessments securing the Series 2005 Bonds imposed, levied and collected by the District on lands within the District (the "Property") specially benefited by the Series 2005 Project (the "Delinquent Land") became delinquent (the "Delinquent Series 2005 Special Assessments"), and such Delinquent 2005 Assessments constituted a lien on Delinquent Lands in accordance with Florida law and an Event of Default under the Indenture; and

**WHEREAS**, the District has previously instituted foreclosure proceedings against the Property and on September 11, 2013 obtained a foreclosure judgment for a sale of the Property on December 11, 2013 (the "Foreclosure Sale"), in accordance with the final judgment; and

WHEREAS, per prior direction from a majority of the Bondholders, the District previously set up Westridge Holdco, LLC (the "SPE") to credit bid at the Foreclosure Sale and take title to the Property for the benefit of the Bondholders in accordance with that certain Tri-Party Agreement, as amended, between the District, the Trustee, and the SPE dated as of December 11, 2013 (the "Tri-Party Agreement"); and

WHEREAS, in accordance with the Tri-Party Agreement, with the consent of the Bondholders and upon direction from the Trustee, the SPE engaged Lerner Real Estate Advisors, Inc., and Lerner Real Estate Advisors Realty, Inc., (collectively, "Lerner") per the terms of a Management and Brokerage Agreement (the "Management Agreement"). The purpose of the Management Agreement was to engage Lerner to manage the day to day operation of the Property until all of the Property has been developed and sold to third parties, all upon and subject to the terms and conditions of such Management Agreement; and

WHEREAS, Lerner continued to market the Property and subsequently obtained and negotiated an offer with BWestridge, LLC, a Florida limited liability company ("BWestridge"), on behalf of the SPE. Pursuant to a Purchase and Sale Agreement, between BWestridge and the SPE, as fully executed on January 4, 2018, (the "Purchase and Sale Agreement") the terms were set forth for the sale of certain lots comprising the remaining Property held by the SPE (the "Sale Property"); and

WHEREAS, in accordance with the Purchase and Sale Agreement, the Sale Property is expected to transfer on July 29, 2019 (the "Closing") and a portion of the sale proceeds (the "Sale Proceeds") will be deposited by the District with the Trustee in the funds and accounts held under the Indenture; and

WHEREAS, Owners of one hundred percent (100%) in aggregate principal amount of the Outstanding Series 2005 Bonds expect, pursuant to Section 1102 of the Master Indenture, to execute and deliver a written Bondholder Direction and Consent dated on or before the Closing, authorizing the Trustee to use such Sale Proceeds to [(i) pay certain expenses of the Trustee, (ii) pay interest coming due on the remaining Series 2005 Bonds on November 1, 2019, (iii) pay a portion of accrued and past due interest on the Series 2005 Bonds, (iv) establish a new Series Reserve Account Requirement for the 2005 Reserve Account (the "New Reserve Account Requirement") for the remaining Series 2005 Bonds, (v) redeem a portion of Series 2005 Bonds, and (vi) pay a portion of the pro rata amount Outstanding on the Series 2005 Bonds, if any Sale Proceeds remain]; and

WHEREAS, following the transactions described in the prior recital above, \$2,715,000 in aggregate principal amount of the Bonds (the "Remaining Bonds") will remain Outstanding and will continue to be payable from and secured solely by the Assessments on the remaining lands of the District not subject to the Purchase and Sale Agreement, comprised mainly of 96 townhomes.

**WHEREAS**, under Section 1102 of Article XI of the Master Indenture, the District and the Trustee are permitted to enter into supplemental indentures that modify the provisions of the Master Indenture or any supplemental indenture provided, however, that such modification does not, in the written opinion(s) of counsel, materially adversely affect the interest of the Owners of the Bonds Outstanding; and

WHEREAS, the Board desires to execute and deliver this First Amendment providing requisite amendments to the First Supplemental Indenture to effectuate the New Reserve Account Requirement; and

**NOW THEREFORE,** in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Trustee hereby agree as follows:

Section 1. Definitions. All terms used herein that are defined in the recitals hereto are used with the same meaning herein unless the context clearly requires otherwise. All terms used herein that are defined in the Master Indenture or First Supplemental Indenture are used with the same meaning herein (including the use of such terms in the recitals hereto and the granting clauses hereof) unless (i) expressly given a different meaning herein or (ii) the context clearly requires otherwise.

**Section 2.** Incorporation. All statements set forth in the recitals stated above are true and correct and are incorporated into this First Amendment and such statements form the basis for the Trustee to join in the execution and delivery of this First Amendment with the District and for the Owners to approve and consent to the amendments herein contemplated.

**Section 3. Amendment**. The First Supplemental Indenture is hereby amended as follows:

The definition "2005 Reserve Account Requirement" is hereby amended in Article I of the First Supplemental Indenture and shall read as follows:

"2005 Reserve Account Requirement" means \$126,336<sup>1</sup>.

Section 4. Confirmation of Master Indenture. As supplemented by the First Supplemental Indenture and this First Amendment, the Master Indenture is in all respects ratified and confirmed as regards the Series 2005 Bonds and this First Amendment shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein,

<sup>&</sup>lt;sup>1</sup> Represents 50% of MADS on the Remaining Bonds.

shall apply and remain in full force and effect with respect to the First Supplemental Indenture, this First Amendment and to the Series 2005 Bonds issued thereunder.

**Section 5.** Effective Date. The provisions of this First Amendment shall not become effective unless and until the Trustee shall have received the (x) written consent of a majority in aggregate principal amount of the Outstanding Series 2005 Bonds upon which consent it may exclusively rely; (y) opinion(s) of counsel that the First Amendment is permitted pursuant to the Master Indenture in accordance with Section 1103 of the Master Indenture.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Westridge Community Development District has caused these presents to be signed in its name and on its behalf by its Chairman, and its official seal to be hereunto affixed and attested by its Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and on its behalf by its duly authorized officer.

SEAL

Attest:

Secretary

# **WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT**

By:

Chairman, Board of Supervisors

**U.S. BANK NATIONAL ASSOCIATION,** as Trustee

By:\_\_\_\_\_ Authorized Signatory

TAB 7



DE Contact: Tony Toniolo

Address: 3300 Exchange Place Lake Mary, Fl 32746 Phone: (407) 942-9503

# Lighting Proposal WR 33052801

July 30, 2019

Customer: WESTRIDGE CMM DEV DIST

Account: 31506-49463

Site: HIGHWAY 27, TIERRA DEL SOL

DAVENPORT, FL 33897

Contact: CHAD O'BRIEN 813-943-8048

Phone: <cobrien@beringhomes.com>

| Scope | of | Request |
|-------|----|---------|
|-------|----|---------|

Remove - Clermont MH Light Fixtures Install - LED 108W Roadway Light Fixtures

Poles to remain

|          | REMOVALS                                     | Per Unit   |          |                |               | Sub-Total  |
|----------|--|------------|----------|----------------|---------------|------------|
| Quantity | Product Description Fixtures and Poles       | Rental     | Maint.   | F&E            | Unit Totai    |            |
| 86       | 175W MH CLERMONT BLK Q115 (Rem ONLY)         | \$21.73    | \$2.72   | \$4.96         | \$29.41       | \$2,529.26 |
| 59       | 30' PROMENADE, Bronze Conc Clermont          | \$18.70    | \$0.00   | \$0.00         | \$18.70       | \$1,103.30 |
| 11       | 150W MH CLERMONT BLK Pulse Start (Notify OL) | \$19.91    | \$2.68   | \$4.36         | \$26.95       | \$296.45   |
|          |  | ·          |          |                | \$0.00        | \$0.00     |
|          |  |            |          |                | \$0.00        | \$0.00     |
|          |  |            |          | - <u></u> , *- | \$0.00        | \$0.00     |
|          |  |            |          |                | \$0.00        | \$0.00     |
|          | Rental, Maintenance, F&E Totals:             | \$3,191.09 | \$263.40 | \$474.52       |               |            |
|          |  |            |          |                | onthly Rental | \$3,929.01 |

|               | INSTALLS                               |                    | Per      | Unit        |               | Sub-Total  |  |
|---------------|--|--------------------|----------|-------------|---------------|------------|--|
| Quantity      | Product Description Fixtures and Poles | Rental             | Maint.   | F&E         | Unit Total    |            |  |
| 97            | 108W LED Roadway Black Q197            | \$9.12             | \$1.39   | \$2.55      | \$13.06       | \$1,266.82 |  |
| 59            | 30' PROMENADE, Bronze Conc Clermont    | \$18.70            | \$0.00   | \$0.00      | \$18.70       | \$1,103.30 |  |
|               |  |                    |          |             | \$0.00        | \$0.00     |  |
|               |  |                    |          |             | \$0.00        | \$0.00     |  |
|               |  |                    |          |             | \$0.00        | \$0.00     |  |
|               |  |                    |          |             | \$0.00        | \$0.00     |  |
|               |  |                    |          |             | \$0.00        | \$0.00     |  |
|               | Rental, Maintenance, F&E Totals:       | \$1,987.94         | \$134.83 | \$247.35    | -             |            |  |
|               |  | Project<br>Summary | Proposed | Estimated M | onthly Rental | \$2,370.12 |  |
| timates valid | for 30 days and subject to change.     | Totals             |          |             |               | \$0.00     |  |

Estimated Monthly Rental excludes any applicable taxes, franchise fees or customer charges.

CIAC - The invoice for the Contribution in Aid of Construction will be mailed to you separately upon approval of this proposal and payment is due before the work can be released to scheduling of construction.

In order for us to proceed with the above proposed lighting design we will need an authorized signature on this proposal and any other required documents enclosed. Do not remit payment with this form and do not fax. Return these signed documents to the mailing address above or email the color scanned PDF if instructed.

The CIAC charge is subject to change after 30 days or in the event you request or cause any changes to this proposal.

Duke Energy will call for locate of all public facilities. Any customer owned utilites would need to be located and marked at your expense.

If any or all of these lighting facilities will eventually be submitted to a governmental agency for inclusion into a taxing district, MSTU or MSBU special assessment program, please verify that these facilities meet the requirements within that jurisdiction. Should the agency not accept these facilities into their program, the entity who signs the Lighting Service Contract will remain responsible for payment.

Thank you for your lighting request. We look forward to working with you on this project.

Authorized Signature

Date



#### SECTION NO. VII SIXTH REVISED SHEET NO. 7.110 CANCELS FIFTH REVISED SHEET NO. 7.110

| ·   |  |   |                          | Page 1 of 4                  |
|---|--|---|--------------------------|------------------------------|
|   | LIGHTING SERVI   |   |                          |                              |
|   | LIGHTING SERVI   | CE CONTRACT                                   |                          | COUNT NUMBER                 |
|   |  |   |                          | 506-49463                    |
|   |  |   |                          | ORK ORDER NUMBER             |
|   |  |   |                          | EF CONTACT                   |
|   |  |   | Тс                       | ony Toniolo                  |
|   |  |   |                          |                              |
| CUSTOMER NAME:  | WESTRIDGE CMM DEV DIST   | - 10 Ja                                       |                          |                              |
| SERVICE LOCATION(S)   | HIGHWAY 27, TIERRA   |   | NPORT, FL 338            | 97                           |
| SERVICE LOOMING (C)   | (Street address, city/county, Company acc                                  |   |                          | ·                            |
|   |  |   |                          |                              |
|   | ntract ("Contract") is hereby en   |   | July 30, <u>2019</u>     | _between Duke Energy         |
| Florida, LLC (hereinafter cal                                   | led the Company) and WESTRIDG  | E CMM DEV DIST                                | an(a) The Cust           | amor agroos to receive and   |
| (hereinafter referred to as tr<br>pay for lighting service from | ne "Customer") for lighting service a<br>the Company in accordance with th | at the above location in the rates, terms and | provisions of th         | e Company's Rate Schedule    |
| 1 S-1 or its successor, as th                                   | e same is on file with the Florida Pu                                      | ublic Service Comr                            | nission (FPSC) a         | and as may be amended and    |
| subsequently filed with the<br>Schedule, the Lighting Rate      | FPSC. To the extent there is any Schoolule shall control                   | / conflict between                            | this Contract ai         | nd the Lighting Service Rate |
| Schedule, the Lighting Nate                                     | Schedule shan control.   |   |                          |                              |
|   |  |   |                          |                              |
| The Customer further under                                      | rstands that service under this rate                                       | shall be for an init                          | ial term of <b>ten (</b> | 10) years and shall continue |
| hereafter until terminated by                                   | either party upon written notice six                                       | ty (60) days prior to                         | o termination.           |                              |
|   |  |   |                          |                              |
| The Company shall install th                                    | ne following facilities (hereinafter ca                                    | alled the Facilities):                        |                          |                              |
| Fixture / Pole Types and N                                      | lumber Installed:  |   |                          |                              |
| 108W LED Roadway Black Q  | 197  | QTY   | 97                       |                              |
| 30' PROMENADE, Bronze Co  |  | QTY   | 59                       |                              |
|   |  | QTY<br>QTY                                    |                          |                              |
|   |  | QTY   |                          |                              |
|   | х.   | QTY   |                          |                              |
|   |  | QTY   |                          |                              |
|   |  |   |                          |                              |
|   |  |   |                          |                              |
|   |  |   |                          |                              |
| Additional facilities:  |  |   |                          |                              |
| Auditional facilities.  |  |   |                          |                              |
|   |  |   |                          |                              |
|   |  |   |                          |                              |
|   |  |   |                          |                              |
|   |  |   |                          |                              |
|   |  |   |                          | (Continued in Next Page)     |



#### SECTION NO. VII SIXTH REVISED SHEET NO. 7.111 CANCELS FIFTH REVISED SHEET NO. 7.111

|  | Page 2 of 4   |
|--|---|
| Rate per Month:  | -   |
| The monthly charges consist of the items below. These charges may be adju<br>Florida Public Service Commission.  | sted subject to review and approval by the                                  |
| Customer Charge<br>Pole Charge<br>Light Fixture Charge<br>Light Fixture Maintenance Charge<br>Energy and Demand Charge :<br>Non-fuel Energy Charge<br>Plus the Cost Recovery Factors listed in<br>Rate Schedule BA-1, <i>Billing Adjustments**</i> ,<br>except the Fuel Cost Recovery Factor and<br>Asset Securitization Charge Factor<br>Fuel Cost Recovery Factor **:<br>Asset Securitization Charge Factor:<br>**Charges are normally revised on an annual basis. | See Sheet No. 6.105 and 6.106<br>See Sheet No. 6.105<br>See Sheet No. 6.105 |
| Additional Charges:<br>Certain additional charges may also apply to the installation.  |   |
| Gross Receipts Tax Factor:<br>Right-of-Way Utilization Fees:   | See Sheet No. 6.106<br>See Sheet No. 6.106                                  |

#### THE CUSTOMER AGREES:

Municipal Tax:

Sales Tax:

1. To purchase from the Company all of the electric energy used for the operation of the Lighting System.

2. To be responsible for paying, when due, all bills rendered by the Company pursuant to the Company's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Contract.

See Sheet No. 6.106

See Sheet No. 6.106

3. To be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.

#### IT IS MUTUALLY AGREED THAT:

4. Requests for exchanging facilities, upgrades, relocations, etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.

5. The Company does not guarantee continuous lighting service and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment. Nothing in this Contract is intended to benefit any third party or to impose any obligation on the Company to any such third party.

6. Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company's equipment and personnel for both construction and maintenance. In the event the Customer or its contractor, subcontractor or other agent changes the grading, which requires the Company to move its facilities or otherwise incur costs to ensure compliance with applicable code requirements, Customer shall compensate the Company for all such costs incurred by the Company to comply with any applicable code requirements. In the event Customer fails to pay the Company within 30 days of the completion of such work, Customer shall pay the Company any amounts owing the Company, including interest and any attorneys and other fees and costs the Company incurs to collect any amounts owed to the Company.

7. Modification of the facilities provided by the Company under this Contract may only be made through the execution of a written amendment to this Contract.

(Continued in Next Page)



#### SECTION NO. VII FOURTH REVISED SHEET NO. 7.112 CANCELS THIRD REVISED SHEET NO. 7.112

Page 3 of 4

8. The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of the Company's lighting facilities.

9. The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.

10. The Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.

11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).

12. This Contract shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized. At the end of the term of service, a new Contract will be required.

13. Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.

14. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.

15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company, this Contract may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.

16. This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.

17. This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.

18. This Contract is subject to the Company's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Contract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.

(Continued in Next Page)



#### SECTION NO. VII SIXTH REVISED SHEET NO. 7.113 CANCELS FIFTH REVISED SHEET NO. 7.113

Page 4 of 4

19. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Contract by strikes, lockouts, fires, riots, acts of God, the public enemy, governmental or court actions, lightning, hurricanes, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations, or by any other cause or causes not under the control of the party thus prevented from compliance, and the Company shall not have the obligation to furnish service if it is prevented from complying with this Contract by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of the Company, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating, transmission, distribution or other electrical equipment.

In no event shall the Company, its parent corporation, affiliate corporations, officers, directors, employees, agents, and 20. contractors or subcontractors be liable to the Customer, its employees, agents or representatives, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.

IN WITNESS WHEREOF, the parties hereby caused this Contract to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

WESTRIDGE CMM DEV DIST

DUKE ENERGY FLORIDA, LLC

Customer (Print or type name of Organization)

By:

(Signature)

(Print or Type Name)

\_\_\_\_\_

By: \_\_\_\_

Tony Toniolo (Print or Type Name)

(Signature)

Title:

Title: Duke Energy Representative

ISSUED BY: Javier J. Portuondo, Manager, Director, Rates & Regulatory Strategy - FL EFFECTIVE: April 29, 2013



DE Contact: Rod Rodriguez

Address: 3250 Bonnett Creek Rd. Lake Buena Vista, FI 32830 Phone: 321-200-2645

# Lighting Proposal WR <u>32734618</u>

July 18, 2019

| Project Details                                    | Scope of Request  |
|--|---|
| Customer: WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT | INSTALL 36 110W RW BLACK LED FIXTURES<br>INSTALL 18 30FT PROM CTE POLES EXTENDED ON THE |
| Account: 31506-49463                               | SOUTH END OF TIERRA DEL SOL BLVD  |
| Site: HIGHWAY 27 *LITE, TIERRA DEL SOL             |   |
| BLVD SL DAVENPORT, FL 33897                        |   |
| Contact: BOBBISHOP Chid O'Brien                    |   |
| Phone: 407-452-7874                                |   |
| 813.549.3296                                       |   |
|  | Per Unit  |
|  |   |

|                      |   | Fel Unit |         |                  |               |             |
|----------------------|---|----------|---------|------------------|---------------|-------------|
| Quantity<br>Required | Product Description<br>Fixtures and Poles | Rental   | Maint.  | Fuel &<br>Energy | Unit<br>Total | Sub-Total   |
| 36                   | 108W LED Roadway Black Q197               | \$9.12   | \$1.39  | \$2.57           | \$13.08       | \$470.88    |
| 18                   | 30' PROMENADE, Bronze Conc                | \$18.70  | \$0.00  | \$0.00           | \$18.70       | \$336.60    |
|                      |   |          |         |                  | \$0.00        | \$0.00      |
|                      |   |          |         |                  | \$0.00        | \$0.00      |
|                      |   |          |         |                  | \$0.00        | \$0.00      |
|                      |   |          |         |                  | \$0.00        | \$0.00      |
|                      |   |          |         |                  | \$0.00        | \$0.00      |
|                      |   |          |         |                  | \$0.00        | \$0.00      |
|                      | Rental, Maintenance, F&E Totals:          | \$664.92 | \$50.04 | \$92.52          | -             |             |
| Monthly rates a      | are subject to tariff rate changes        |          | Esti    | mated Mor        | nthly Rental  | \$807.48    |
|                      |   |          |         | _                | † Deposit     | \$1,615.00  |
|                      |   | Choose   | •       | CIAC             |               | \$25,624.40 |
| Estimates valid      | l for 30 days and subject to change.      | One      | *       | MLDF             |               | \$407.43    |

Estimated Monthly Rental excludes any applicable taxes, franchise fees or customer charge.

† Deposit - The required deposit (applied separately to your lighting bill) will equal approximately two months of the monthly rental bill, but no less than \$25.00 and subject to change upon review of the account's existing deposit.

CIAC - The invoice for the Contribution in Aid of Construction will be mailed to you separately upon approval of this proposal and payment is due before the work can be released to scheduling of construction.

OR

\* MLDF - This Monthly Lighting Distribution Fee will be billed to you separately each month is 1.59% of the Underground or Overhead Service feed and pole installation.

Choose ONE Construction Charge Option by Checking a Box Above

In order for us to proceed with the above proposed lighting design we will need an authorized signature on this proposal and any other required documents enclosed. Do not remit any payment with this form and do not fax. Return these signed documents to the mailing address above or email the color scanned PDF if instructed.

The CIAC charge is subject to change after 30 days or in the event you request or cause any changes to this proposal.

Duke Energy will call for locate of all public facilities. Any customer owned utilites would need to be located and marked at your expense.

If any or all of these lighting facilities will eventually be submitted to a governmental agency for inclusion into a taxing district, MSTU or MSBU special assessment program, please verify that these facilities meet the requirements within that jurisdiction. Should the agency not accept these facilities into their program, the entity who signs the Lighting Service Contract will remain responsible for payment.

Thank you for your lighting request. We look forward to working with you on this project.

Authorized Signature

Date

(Please sign and date to approve this proposal and return via email or the mailing address above)

| E        |   | INVOICE<br>Email sent to customer on 07/22/2019 | Invoice:<br>Invoice Date:<br>Page:                               | F3273461801<br>Cpdrt 7/19/2019<br>1 of 1 |
|----------|---|---|--|--|
| Bill to: | WESTRIDGE COMM DEV DIST<br>WESTRIDGE COMM DEV DIST<br>3 <del>014 W PALMIRA AVE ST</del> E 301<br>BOB BISHOP | 8529 South Park Circle<br>Suite 330             | Customer ID:<br>PO / Contract No:<br>Payment Terms:<br>Due Date: | 000161141<br>Net 30<br>Vpdale8/18/2019   |
|          | TAMPA FL 33829  | Ordondo, FL 32819                               | Amount Due:  | \$25,624.40                              |
|          | or work or services performed at:<br>RA DEL SOL BLVD  | TIERRA DEL SOL BLVD DAVENPORT                   |  |  |

For billing questions, please call Rod A Rodriguez at 407-938-6690

| Line | Date of Charge | Description           |             | Net Amount  |
|------|----------------|-----------------------|-------------|-------------|
| 1    | / 07/18/2019   | Customer contribution |             | \$25,624.40 |
|      | Lupdate        |                       | Amount Due: | \$25,624.40 |

To pay electronically, please allow 24 hours from the time this invoice is received and use website https://www.e-billexpress.com/ebpp/DukeEnergy. Enter your customer ID and billing zip code from above.

TO AVOID SERVICE INTERRUPTION, PLEASE DO NOT SEND MONTHLY UTILITY ACCOUNT PAYMENTS TO THIS ADDRESS

↓ Please detach and return with your payment. Please indicate invoice number on check.

#### Payment Coupon

Duke Energy PO Box 602880 Charlotte NC 28260-2880

Please make check payable to:

Wells Fargo - Florida 121000248 Duke Energy 002062640508238

ACH instructions:

Invoice Number:

Ŷ

F3273461801

Corporation Code: Please Pay By: Customer ID: Total Amount Due: 50226 9/18/2019 000161141 **\$25,624.40** 

Fed Tax ID # 56-2155481

WESTRIDGE COMM DEV DIST WESTRIDGE COMM DEV DIST 3014 W PALMIRA AVE STE 301 BOB BISHOP TAMPA FL 33629 Amount Enclosed



180633323733343631383031000000025624408



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#### SECTION NO. VII SEVENTH REVISED SHEET NO. 7.110 CANCELS SIXTH REVISED SHEET NO. 7.110

|   |   |  |   | Page 1 of 4                                     |
|---|---|--|---|---|
|   | LIGHTING SERVICE CO   | NTRACT   |   |   |
|   |   | MTRACT   | ACCOUNT NUMBER<br>31506-49463<br>WORK ORDER NUME<br>32734618<br>DEF CONTACT<br>Rod Rodriguez  | BER   |
| CUSTOMER NAME:  | WESTRIDGE COMMUNITY DEVELOPMENT DIS   | RICT   |   |   |
| SERVICE LOCATION(S)   | HIGHWAY 27 *LITE, TIERRA DEL<br>(Street address, city/county, Company account nur   |  |   |   |
| Florida, LLC (hereinafter cal<br>(hereinafter referred to as the<br>pay for lighting service from<br>LS-1, or its successor, as the<br>subsequently filed with the<br>Schedule, the Lighting Rate<br>The Customer further under | the "Customer") for lighting service at the<br>the Company in accordance with the rate<br>he same is on file with the Florida Public S<br>FPSC. To the extent there is any confli | DEVELOPMENT D<br>above locatio<br>s, terms and j<br>ervice Comm<br>ct between th<br>be for an initia | n(s). The Customer agrees to re<br>provisions of the Company's Rate<br>ission (FPSC) and as may be ame<br>nis Contract and the Lighting Ser<br>al term of <b>ten (10) years</b> and sha | ceive and<br>Schedule<br>anded and<br>vice Rate |
|   | he following facilities (hereinafter called the   |  |   |   |
| 108W LED Roadway Black Q  |   | QTY  | 36  |   |
| 30' PROMENADE, Bronze Co  |   | QTY<br>QTY<br>QTY<br>QTY<br>QTY<br>QTY<br>QTY  | 18  |   |
| Additional facilities:  |   |  |   |   |
|   |   |  | (Continued in I   | lext Page)                                      |
|   |   |  |   |   |

Form LS-1



#### SECTION NO. VII SIXTH REVISED SHEET NO. 7.111 CANCELS FIFTH REVISED SHEET NO. 7.111

#### Page 2 of 4 Rate per Month: The monthly charges consist of the items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission. **Customer Charge** Pole Charge Light Fixture Charge Light Fixture Maintenance Charge Energy and Demand Charge : Non-fuel Energy Charge Plus the Cost Recovery Factors listed in Rate Schedule BA-1, Billing Adjustments\*\*, except the Fuel Cost Recovery Factor and Asset Securitization Charge Factor: See Sheet No. 6.105 and 6.106 See Sheet No. 6.105 Fuel Cost Recovery Factor \*\*: Asset Securitization Charge Factor: See Sheet No. 6.105 \*\*Charges are normally revised on an annual basis.

Additional Charges:

Certain additional charges may also apply to the installation.

Gross Receipts Tax Factor:See Sheet No. 6.106Right-of-Way Utilization Fees:See Sheet No. 6.106Municipal Tax:See Sheet No. 6.106Sales Tax:See Sheet No. 6.106

#### THE CUSTOMER AGREES:

1. To purchase from the Company all of the electric energy used for the operation of the Lighting System.

2. To be responsible for paying, when due, all bills rendered by the Company pursuant to the Company's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Contract.

3. To be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.

#### IT IS MUTUALLY AGREED THAT:

4. Requests for exchanging facilities, upgrades, relocations, etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.

5. The Company does not guarantee continuous lighting service and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment. Nothing in this Contract is intended to benefit any third party or to impose any obligation on the Company to any such third party.

6. Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company's equipment and personnel for both construction and maintenance. In the event the Customer or its contractor, subcontractor or other agent changes the grading, which requires the Company to move its facilities or otherwise incur costs to ensure compliance with applicable code requirements. Customer shall compensate the Company for all such costs incurred by the Company to comply with any applicable code requirements. In the event Customer fails to pay the Company within 30 days of the completion of such work, Customer shall pay the Company amounts owing the Company, including interest and any attorneys and other fees and costs the Company incurs to collect any amounts owed to the Company.

7. Modification of the facilities provided by the Company under this Contract may only be made through the execution of a written amendment to this Contract.

(Continued in Next Page)



#### SECTION NO. VII SIXTH REVISED SHEET NO. 7.112 CANCELS FIFTH REVISED SHEET NO. 7.112

Page 3 of 4

8. The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of the Company's lighting facilities.

9. The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.

10. The Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.

11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).

12. This Contract shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized.

13. Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.

14. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges, remaining Contribution In Aid of Construction ("CIAC"), if applicable, and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.

15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company, this Contract may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.

16. This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.

17. This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.

18. This Contract is subject to the Company's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Contract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.

(Continued in Next Page)

ISSUED BY: Javier J. Portuondo, Managing Director, Rates & Regulatory Strategy - FL EFFECTIVE: May 8, 2018

Form LS-1



#### SECTION NO. VII FIFTH REVISED SHEET NO. 7.113 CANCELS FOURTH REVISED SHEET NO. 7.113

Page 4 of 4

19. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Contract by strikes, lockouts, fires, riots, acts of God, the public enemy, governmental or court actions, lightning, hurricanes, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations, or by any other cause or causes not under the control of the party thus prevented from compliance, and the Company shall not have the obligation to furnish service if it is prevented from complying with this Contract by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of the Company, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating, transmission, distribution or other electrical equipment.

20. In no event shall the Company, its parent corporation, affiliate corporations, officers, directors, employees, agents, and contractors or subcontractors be liable to the Customer, its employees, agents or representatives, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.

IN WITNESS WHEREOF, the parties hereby caused this Contract to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT Customer (Print or type name of Organization) DUKE ENERGY FLORIDA, LLC

By:

Title:

(Signature)

(Print or Type Name)

By: \_\_\_\_\_\_(Signature)

Rod Rodriguez (Print or Type Name)

Title: Duke Energy Representative

ISSUED BY: Javier J. Portuondo, Managing Director, Rates & Regulatory Strategy - FL EFFECTIVE: May 8, 2018

TAB 8





# Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

# Westridge Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

## About FIA

Florida Insurance Alliance ("FIA"), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects more than 650 public entity members.

## **Competitive Advantage**

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for "alleged" public official ethics violations
- Proactive in-house claims management and loss control department
- Complimentary risk management services including on-site loss control, property schedule verification and contract reviews
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

## How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA's primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms. FIA members' property claims resulting from Hurricane Irma in 2017 amounted to less than 4% of the per occurrence coverage available.

## What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

## Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

Westridge Community Development District c/o Rizzetta & Company 8529 SouthPark Circle, Ste. 330 Orlando, FL 32819

Term: October 1, 2019 to October 1, 2020

**Quote Number:** 100119232

## **PROPERTY COVERAGE**

### SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

| COVERED PROPERTY  |              |
|---|--------------|
| Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling | Not Included |
| Loss of Business Income   | Not Included |
| Additional Expense  | Not Included |
| Inland Marine   |              |
| Scheduled Inland Marine   | Not Included |

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

|               | <b>Valuation</b>  | <u>Coinsurance</u> |
|---------------|-------------------|--------------------|
| Property      | Replacement Cost  | None               |
| Inland Marine | Actual Cash Value | None               |

| DEDUCTIBLES: | Not Applicable        | Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.  |
|--------------|-----------------------|--|
|              | Not Applicable        | Total Insured Values per building, including vehicle<br>values, for "Named Storm" at each affected location<br>throughout Florida subject to a minimum of Not<br>Applicable per occurrence, per Named Insured. |
|              | Per Attached Schedule | Inland Marine  |

|                    | Special Property Coverages |              |  |  |  |
|--------------------|----------------------------|--------------|--|--|--|
| Coverage           | <b>Deductibles</b>         | <u>Limit</u> |  |  |  |
| Earth Movement     | Not Applicable             | Not Included |  |  |  |
| Flood              | Not Applicable             | Not Included |  |  |  |
| Boiler & Machinery |                            | Not Included |  |  |  |
| TRIA               |                            | Not Included |  |  |  |

\*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

## TOTAL PROPERTY PREMIUM

Not Included

# **Extensions of Coverage**

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

| Code | Extension of Coverage   | Limit of Liability  |
|------|---|---|
| А    | Accounts Receivable   | \$500,000 in any one occurrence   |
| В    | Animals   | \$1,000 any one Animal<br>\$5,000 Annual Aggregate in any one agreement period  |
| С    | Buildings Under Construction  | As declared on Property Schedule, except new buildings being erected<br>at sites other than a covered location which is limited to \$250,000<br>estimated final contract value any one construction project.  |
| D    | Debris Removal Expense  | \$250,000 per insured or 25% of loss, whichever is greater  |
| E    | Demolition Cost,<br>Operation of Building<br>Laws and Increased Cost of<br>Construction   | \$500,000 in any one occurrence   |
| F    | Duty to Defend  | \$100,000 any one occurrence  |
| G    | Errors and Omissions  | \$250,000 in any one occurrence   |
| Н    | Expediting Expenses   | \$250,000 in any one occurrence   |
| Ι    | Fire Department Charges   | \$50,000 in any one occurrence  |
| J    | Fungus Cleanup Expense  | \$50,000 in the annual aggregate in any one occurrence  |
| К    | Lawns, Plants, Trees and<br>Shrubs  | \$50,000 in any one occurrence  |
| L    | Leasehold Interest  | Included  |
| М    | Air Conditioning Systems  | Included  |
| N    | New locations of current<br>Insureds  | \$1,000,000 in any one occurrence for up to 90 days, except 60 days for<br>Dade, Broward, Palm Beach from the date such new location(s) is first<br>purchased, rented or occupied whichever is earlier. Monroe County on<br>prior submit basis only   |
| 0    | Personal property of<br>Employees   | \$500,000 in any one occurrence   |
| Р    | Pollution Cleanup Expense   | \$50,000 in any one occurrence  |
| Q    | Professional Fees   | \$50,000 in any one occurrence  |
| R    | Recertification of Equipment  | Included  |
| S    | Service Interruption Coverage   | \$500,000 in any one occurrence   |
| т    | Transit   | \$1,000,000 in any one occurrence   |
| U    | Vehicles as Scheduled<br>Property   | Included  |
| V    | Preservation of Property  | \$250,000 in any one occurrence   |
| W    | Property at Miscellaneous<br>Unnamed Locations  | \$250,000 in any one occurrence   |
| х    | Piers, docs and wharves as<br>Scheduled Property  | Included on a prior submit basis only   |
|      | A<br>B<br>C<br>D<br>F<br>G<br>H<br>I<br>J<br>K<br>L<br>J<br>K<br>L<br>M<br>0<br>N<br>Q<br>R<br>Q<br>R<br>Q<br>R<br>S<br>T<br>U<br>U<br>V<br>V | AAccounts ReceivableBAnimalsCBuildings Under ConstructionDDebris Removal ExpenseEDemolition Cost,<br>Operation of Building<br>Laws and Increased Cost of<br>ConstructionFDuty to DefendGErrors and OmissionsHExpediting ExpensesIFire Department ChargesJFungus Cleanup ExpenseKLawns, Plants, Trees and<br>ShrubsLLeasehold InterestMAir Conditioning SystemsNNew locations of current<br>InsuredsOPersonal property of<br>EmployeesPPollution Cleanup ExpenseQProfessional FeesRRecertification of EquipmentSService Interruption CoverageTTransitUVehicles as Scheduled<br>PropertyVPreservation of PropertyWProperty at Miscellaneous<br>Unnamed LocationsYPiers, docs and wharves as |

| Y             | Glass and Sanitary Fittings<br>Extension | \$25,000 any one occurrence       |
|---------------|--|-----------------------------------|
| Z             | Ingress / Egress                         | 45 Consecutive Days               |
| AA            | Lock and Key Replacement                 | \$2,500 any one occurrence        |
| BB            | Awnings, Gutters and<br>Downspouts       | Included                          |
| СС            | Civil or Military Authority              | 45 Consecutive days and one mile  |
| Section II B1 | Business Income                          | \$1,000,000 in any one occurrence |
| Section II B2 | Additional Expenses                      | \$1,000,000 in any one occurrence |
| FIA 120       | Active Assailant(s)                      | \$1,000,000 in any one occurrence |

## **CRIME COVERAGE**

| Description<br>Forgery and Alteration                         | <u>Limit</u><br>Not Included | <u>Deductible</u><br>Not Included |
|---|------------------------------|-----------------------------------|
| Theft, Disappearance or Destruction                           | Not Included                 | Not Included                      |
| Computer Fraud including Funds Transfer Fraud                 | Not Included                 | Not Included                      |
| Employee Dishonesty, including faithful performance, per loss | Not Included                 | Not Included                      |

# AUTOMOBILE COVERAGE

| COVERAGES                                   | SYMBOL | LIMIT        | DEDUCTIBLE   |
|---|--------|--------------|--------------|
| LIABILITY                                   | N/A    | Not Included | Not Included |
| HIRED NON OWNED LIABILITY                   | 8,9    | \$1,000,000  | \$0          |
| PERSONAL INJURY PROTECTION                  | 5      | STATUTORY    | \$0          |
| AUTO MEDICAL PAYMENTS                       | N/A    | Not Included | Not Included |
| UNINSURED MOTORISTS/ UNDERINSURED MOTORISTS | N/A    | Not Included | Not Included |
| AUTO PHYSICAL DAMAGE                        | N/A    | Not Included | Not Included |

Symbol 8, 9 Hired Non-Owned Autos only

# **GENERAL LIABILITY COVERAGE (Occurrence Basis)**

| Bodily Injury and Property Damage Limit         | \$1,000,000        |
|---|--------------------|
| Personal Injury and Advertising Injury          | Included           |
| Products & Completed Operations Aggregate Limit | Included           |
| Employee Benefits Liability Limit, per person   | \$1,000,000        |
| Herbicide & Pesticide Aggregate Limit           | \$1,000,000        |
| Medical Payments Limit                          | \$5,000            |
| Fire Damage Limit                               | Included           |
| No fault Sewer Backup Limit                     | \$25,000/\$250,000 |
| General Liability Deductible                    | \$0                |

## PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

| Public Officials and Employment Practices Liability Limit      | Per Claim | \$1,000,000 |
|--|-----------|-------------|
|  | Aggregate | \$2,000,000 |
| Public Officials and Employment Practices Liability Deductible |           | \$0         |

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate. Non-Monetary \$100,000 aggregate.

## Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability Network Security Liability Privacy Liability First Party Extortion Threat First Party Crisis Management First Party Business Interruption Limit: \$100,000 each claim/annual aggregate



## **PREMIUM SUMMARY**

Westridge Community Development District c/o Rizzetta & Company 8529 SouthPark Circle, Ste. 330 Orlando, FL 32819

Term: October 1, 2019 to October 1, 2020

**Quote Number:** 100119232

## **PREMIUM BREAKDOWN**

| Property (Including Scheduled Inland Marine)        | Not Included |
|---|--------------|
| Crime   | Not Included |
| Automobile Liability                                | Not Included |
| Hired Non-Owned Auto                                | Included     |
| Auto Physical Damage                                | Not Included |
| General Liability                                   | \$2,318      |
| Public Officials and Employment Practices Liability | \$2,537      |
| TOTAL PREMIUM DUE                                   | \$4,855      |

## IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



# PARTICIPATION AGREEMENT Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2019, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Westridge Community Development District

(Name of Local Governmental Entity)

By:

Signature

Print Name

Witness By:

Signature

Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2019

Ву:

Administrator