



Rizzetta & Company

Westridge Community Development District

Board of Supervisors Meeting February 22, 2024

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

www.westridgecdd.org

**WESTRIDGE
COMMUNITY DEVELOPMENT DISTRICT**

www.westridgecdd.org

Board of Supervisors

Nora Schuster	Chairperson
James Jones	Vice Chairman
Susan Kane	Assistant Secretary
Janice Stradley	Assistant Secretary
Chris Brown	Assistant Secretary

District Manager

Brian Mendes	Rizzetta & Company, Inc.
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District Counsel

Scott Clark	Clark & Albaugh
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District Engineer

Mark E. Wilson	Kimley-Horn
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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 · Orlando, Florida · (904) 436-6270
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.westridgecdd.org

Board of Supervisors
Westridge Community
Development District

February 15, 2024

FINAL AGENDA

Dear Board Members:

The meeting of the Board of Supervisors of the Westridge Community Development District will be held on **February 22, 2024**, at **2:00 p.m.** at **Waterstone Clubhouse** located at **2751 Bella Vista Drive, Davenport FL 33897**.

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **COMMUNITY UPDATES**
 - A. Floralawn Landscape Quality Inspection Report
 1. Palm Tree Infection Test Results.....Tab 1
 2. Discussion of Annual Pruning Proposal
4. **BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors Meeting held on January 25, 2024Tab 2
 - B. Ratification of Operation and Maintenance Expenditures for December 2023Tab 3
5. **BUSINESS ITEMS**
 - A. Discussion of Towing Operations
 - B. Consideration of Meeting Space Agreement.....Tab 4
 - C. Consideration of Resolution 2024-02, Conducting the General ElectionTab 5
6. **STAFF REPORTS**
 - A. District CounselTab 6
 - B. District Engineer
 1. Update on Irrigation
 2. Report on Potholes in Waterson
 - C. District Manager
 1. Duke Light Pole Installation Update
7. **SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
8. **ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (407) 472-2471.

Yours kindly,

Brian Mendes

District Manager

TAB 1

UF/IFAS Plant Diagnostic Center (Gainesville)

Bldg 1291
2570 Hull Rd
PO Box 110830
Gainesville, FL 32611-0830
Phone: (352) 392-1795
Email: pdcc@ifas.ufl.edu

PLANT SPECIMEN DIAGNOSTIC REPORT - PRELIMINARY RESULTS

Specimen # 2024-232

SUBMITTED BY Austin Hicks Floralawn 734 S. Combee Rd. Lakeland, FL 33801 austin.hicks@floralawn.com		PLANT Washington Palm (<i>Washingtonia sp.</i>)		METHOD SUBMITTED UPS	
		VARIETY		CLASS Palm	
		INTERNAL LAB NO. 11	LAB FEE \$80.00	REPLY FROM LAB February 2, 2024	
PHONE 863-668-0494	COUNTY POLK, FL	PLANT MATERIAL sawdust		RECEIVED BY LAB January 30, 2024	
CONDITION UPON ARRIVAL Adequate, Sample and Information		DIAGNOSTICIAN(s) Dr. Carrie L Harmon Olesya Malakhova Corey Murphy Archana Pal			
GENERAL OBSERVATIONS Palm is exposed to full sun. Symptoms were first noticed Jan. 24. There is one 40ft plant affected.		DIAGNOSTIC TECHNIQUE(S) <input type="checkbox"/> Bacterial <input type="checkbox"/> Immunostrip - \$10 <input type="checkbox"/> PCR - \$50 <input type="checkbox"/> streaming <input type="checkbox"/> Baiting - \$65 <input type="checkbox"/> Incubation <input checked="" type="checkbox"/> qPCR - \$75 <input type="checkbox"/> Biochemical <input type="checkbox"/> Inoculation <input type="checkbox"/> Referral to another lab <input type="checkbox"/> Analysis <input type="checkbox"/> BLAST analysis - <input type="checkbox"/> Isothermal Amplification (RPA) \$80 <input type="checkbox"/> Rush service \$100 <input checked="" type="checkbox"/> Culturing <input type="checkbox"/> Microscopy <input type="checkbox"/> Rush service \$50 <input type="checkbox"/> double PCR - \$75 <input checked="" type="checkbox"/> Molecular prep <input type="checkbox"/> Sequencing - \$20 <input type="checkbox"/> double qPCR - <input type="checkbox"/> Nested PCR - \$75 <input type="checkbox"/> Serological (ELISA) - \$40 <input type="checkbox"/> Fungicide <input type="checkbox"/> Out of state fee \$10 <input checked="" type="checkbox"/> Visual Observation <input type="checkbox"/> sensitivity <input type="checkbox"/> HR Test <input type="checkbox"/> Out-of-state fee \$10			
GROWER INFORMATION Westridge		REFERRAL INFORMATION			

Diagnosis/Recommendations

Diagnosis: Lethal decline of palms phytoplasma NOT DETECTED (*Phytoplasma palmae*) (*syn. Lethal bronzing/decline, (formerly Texas Phoenix Palm Decline)*)

Category: Phytoplasma

Comments: We tested the submitted sawdust for the phytoplasma that causes Lethal Decline (aka LB/Lethal Bronzing/TPPD/Texas Phoenix Palm Decline) disease using real-time PCR and the results were **NEGATIVE** for the presence of the palm phytoplasma; positive and negative controls worked as expected.

Information specific to this palm disease can be found here: <https://edis.ifas.ufl.edu/publication/PP163>. Information on many other palm diseases in Florida can be found here: http://edis.ifas.ufl.edu/topic_palm_diseases (230728clh)

Diagnosis: SAMPLE NOTE

Category: Other

Comments: The sawdust was plated on fungal culture media 1/30/2024 to check for Thielaviopsis and Fusarium species. Growth of cultures takes approximately a week; we will revise this report once we have more information. CL Harmon, Lab Director

TAB 2

MINUTES OF MEETING

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

WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT

The meeting of the Board of Supervisors of the **Westridge Community Development District** was held on **January 25, 2024, at 2:03 p.m.** at **Polk County Sheriff's Office Northeast District at 1100 Dunson Road, Davenport, FL 33896.**

Present and constituting a quorum:

Nora Schuster	Board Supervisor, Chairperson
James Jones	Board Supervisor, Vice Chairman
Chris Brown	Board Supervisor, Assistant Secretary
Susan Kane	Board Supervisor, Assistant Secretary
Janice Stradley	Board Supervisor, Assistant Secretary

Also present were:

Brian Mendes	District Manager, Rizzetta & Company
Scott Clark	District Counsel, Clark & Albaugh, LLC
Richard Mills	District Engineer, Kimley-Horn
Brian Harbin	Landscape Inspection, Floralawn

Audience members **Present**

FIRST ORDER OF BUSINESS

Call to Order

Mr. Mendes called the meeting to order and read the roll at 2:03 p.m.

SECOND ORDER OF BUSINESS

Audience Comments on the Agenda Items

A member of the audience inquired on the height of the stop signs. Also the member of the audience inquired about green zones.

A member of the audience inquired about issues with stop sign heights, as well as issues with towing company.

THIRD ORDER OF BUSINESS

**Floralawn Landscape Quality Inspection Report
(Under Separate Cover)**

46 Mr. Harbin briefed the board on palm infections.

47
48 Mr. Mendes requested palm reports to all board members.

49
50 Mr. Mendes inquired about trimming of the palm trees.

51
52 Mr. Harbin stated that he will check the contract for trimming.

53

On a motion by Ms. Schuster, seconded by Mr. Jones, with all in favor, the Board of Supervisors opened public comments, for Westridge Community Development District.

54

On a motion by Ms. Schuster, seconded by Mr. Jones, with all in favor, the Board of Supervisors opened public comments, for Westridge Community Development District.

55
56 **FOURTH ORDER OF BUSINESS**

**Consideration of the Minutes of the Board
of Supervisors' Meeting held on November
30, 2023**

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58
59
60 Mr. Mendes presented the meeting minutes to the board of supervisors and asked if any
61 changes were requested. There were none.

62

On a motion by Ms. Kane, seconded by Ms. Schuster, with all in favor, the Board of Supervisors approved the minutes of the board of supervisors meeting held on November 30, 2023, for Westridge Community Development District.

63
64 **FIFTH ORDER OF BUSINESS**

**Ratification of Operation & Maintenance
Expenditures for October & November 2023**

65
66
67 Mr. Mendes presented the expenditures to the board of supervisors and asked if they had any
68 questions.

69
70 Ms. Stradley inquired on Duke pole expense.

71
72 Ms. Schuster inquired on check mark for pay request.

73
74 Ms. Stradley inquired on the 1099.

75

On a motion by Ms. Schuster, seconded by Mr. Brown, with all in favor, the Board of Supervisors ratified the operation and maintenance expenditures for October (\$24,768.29) and November (\$23,080.59) 2023 in substantial form, for Westridge Community Development District.

FIFTH ORDER OF BUSINESS

Discussion of Parking Rules & Procedures

Mr. Mendes opened the discussion on green zones.

On a motion by Ms. Schuster, seconded by Ms. Kane, with all in favor, the Board of Supervisors approved to look for other towing companies, for Westridge Community Development District.

A member of the audience inquired on a non-compete agreement.

A member of the of the audience (an officer) commented on signs throughout the community and citations throughout the community.

Counsel requested the contact information to work with the sheriff's office an issuing citations.

A member of the audience commented on the property appraiser web.

A member of the audience commented on sidewalk parking.

It is stated that the district manager will work with the chair on clearing expectations on towing.

Comments were made on E-blast to communities on parking violators with pictures.

On a motion by Ms. Schuster, seconded by Ms. Kane, with a majority in favor with a vote of 3-2 (Supervisor Jones and Brown opposed), the Board of Supervisors approved parking 24/7 and no street parking, for Westridge Community Development District.

SIXTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Clark briefed the board on some agenda items.

On a motion by Ms. Schuster, seconded by Ms. Kane, with all in favor, the Board of Supervisors adopted resolution 2024-01; Providing for Ethics Training, for Westridge Community Development District.

Mr. Clark reviewed the electronic filing over with the board of supervisors.

B. District Engineer

Mr. Mills briefed the board of supervisors on irrigation.

109 Mr. Mills stated there is a work order to install irrigation.

110
111 Mr. Millis discussed the four-way stop sign project and the stormwater reports.

112
113 Mr. Mendes briefed the board on check paid overnight.

114
115 It is stated that the irrigation system will be installed in two to four weeks.

116
117 A member of the audience inquired how many green spaces are needed.

118
119 **C. District Manager**

120
121 It is stated that the district manager will work with the chair on painting by next meeting.

122
123 Supervisor Kane resigned from the board of supervisors.

124
125 **SEVENTH ORDER OF BUSINESS**

**Audience Comments & Supervisor
Requests**

126
127
128 **AUDIENCE COMMENTS**

129
130 A member of the audience commented on potholes in their community.

131
132 Mr. Millis stated that he will inspect the potholes in waterstone.

133
134 A member of the audience commented on waterstone parking in Tuscan meadows areas is not
135 allowed.

136
137 A member of the audience commented on signs needed for school no parking. Also, inquired if
138 Officer pastor can monitor school parkers. The district manager stated he will check the
139 appraiser website on school zone.

140
141 A member of the audience offered the CDD to use their clubhouse as a meeting space for
142 meetings.

143
144 **SUPERVISOR REQUESTS**

145
146 Counsel stated they will put together an agreement for clubhouse at waterstone.

147
148 **EIGHTH ORDER OF BUSINESS**

Adjournment

149

On a motion by Ms. Schuster, seconded by Ms. Kane, with all in favor, the Board of Supervisors adjourned the meeting at 3:30 p.m., for Westridge Community Development District.

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Assistant Secretary

Chairman/Vice Chairman

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205

DRAFT

TAB 3

WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ORLANDO, FL 32819

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.WESTRIDGECDD.ORG

Operation and Maintenance Expenditures December 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2023 through December 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$21,367.28**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Westridge Community Development District

Paid Operation & Maintenance Expenses

December 1, 2023 Through December 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Christopher Brown	100131	CB113023	Board of Supervisors Meeting 11/30/23	\$ 200.00
Clark, Albaugh & Rentz, LLP	100136	18595	Legal Services 11/23	\$ 1,917.50
Duke Energy	ACH	9100 8743 4190 10/23 Autopay	Electric Services 10/23	\$ 2,617.42
Duke Energy	ACH	9101 4198 6868 10/23 Autopay	Electric Services 10/23	\$ 2,919.71
Floralawn, Inc.	100138	22057	Landscape Maintenance 12/23	\$ 5,895.00
Gannett Florida LocaliQ	100132	5532976	Legal Advertising 04/23	\$ 570.01
Gannett Florida LocaliQ	100133	5988836	Account #536776 Legal Advertising 10/23	\$ 292.19
Gannett Florida LocaliQ	100137	6061160	Account #536776 Legal Advertising 11/23	\$ 387.99
James R Jones	100134	JJ113023	Board of Supervisors Meeting 11/30/23	\$ 200.00
Kimley-Horn and Associates, Inc.	100135	049875001-1023	Engineering Services 10/23	\$ 2,402.79
Rizzetta & Company, Inc.	100130	INV0000085781	District Management Fees 12/23	\$ <u>3,964.67</u>
<u>Report Total</u>				\$ <u>21,367.28</u>

Westridge CDD
Meeting Date: 11/30/2023

RECEIVED
12/4/2023

SUPERVISOR PAY REQUEST

<u>Name of Board Supervisor</u>	<u>Check if paid</u>
Nora Schuster Does not get paid	<input checked="" type="checkbox"/>
James Jones	<input checked="" type="checkbox"/>
Susan Kane Does not get paid	<input checked="" type="checkbox"/>
Chris Brown	<input checked="" type="checkbox"/>
Janice Stradley	<input type="checkbox"/>

(*) Does not get paid

NOTE: Supervisors are only paid if checked.

EXTENDED MEETING TIMECARD

Meeting Start Time:	2:02 pm
Meeting End Time:	3:11 pm
Total Meeting Time:	

Time Over (?) Hours:	
------------------------	--

Total at \$ per Hour:	
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ADDITIONAL OR CONTINUED MEETING TIMECARD

Meeting Date:	
Additional or Continued Meeting?	
Total Meeting Time:	
Total at \$175 per Hour:	\$0.00

Business Mileage Round Trip	
IRS Rate per Mile	\$0.625
Mileage to Charge	\$0.00

DM Signature: _____

Clark & Albaugh, PLLC
219 Shiloh Cove
Heathrow, Florida 32746

RECEIVED
12/1/2023

Phone: (407) 647-7600

Fax: (407) 647-7622

Westridge Community Dev. Dist.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

December 1, 2023

Attention:

File # 7216-002
Invoice # 18595

RE: General Matters

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Nov-14-23	review of correspondence and exhibits regarding reclaimed water service	0.20	65.00	SDC
Nov-16-23	review of draft agenda; review of correspondence regarding towing questions; correspondence with manager regarding same	0.50	162.50	SDC
Nov-17-23	correspondence with and telephone call with manager	0.30	97.50	SDC
Nov-22-23	review of agenda package	0.60	195.00	SDC
Nov-29-23	additional meeting review and preparation	0.80	260.00	SDC
Nov-30-23	attendance at board meeting	3.50	1,137.50	SDC
	Totals	5.90	\$1,917.50	
Total Fee & Disbursements				\$1,917.50
Previous Balance				3,640.00
Previous Payments				3,640.00
Balance Now Due				\$1,917.50

Send PAYMENTS ONLY to:

Clark & Albaugh, PLLC

219 Shiloh Cove

Heathrow, FL 32746

Our physical address for all other correspondence is:

1800 Town Plaza Court

Winter Springs, FL 32708



duke-energy.com
877.372.8477

Your Energy Bill

Page 1 of 3

Service address
WESTRIDGE COMMUNITY
DEVELOPMENT DISTRICT
000 HIGHWAY 27
LITE TIERRA DEL SOL

Bill date Nov 9, 2023
For service Oct 6 - Nov 6
32 days

Account number 9100 8743 4190

Billing summary

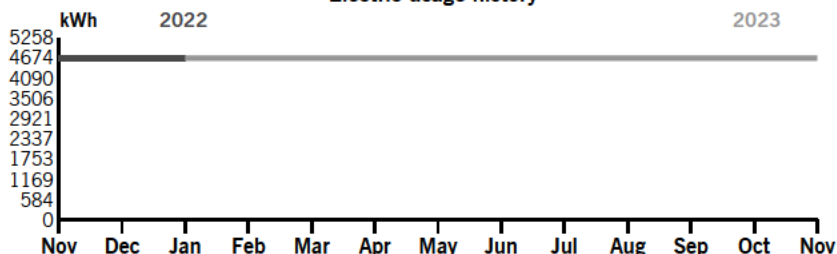
Previous Amount Due	\$2,617.42
Payment Received Oct 30	-2,617.42
Current Lighting Charges	2,603.33
Taxes	14.09
Total Amount Due Nov 30	\$2,617.42



Thank you for your payment.

Your usage snapshot

Electric usage history



Average temperature in degrees

71° 63° 63° 68° 71° 75° 77° 80° 83° 84° 80° 74° 67°

	Current Month	Nov 2022	12-Month Usage	Avg Monthly Usage
Electric (kWh)	4,674	4,674	56,088	4,674
Avg. Daily (kWh)	146	161	153	
12-month usage based on most recent history				

Mail your payment at least 7 days before the due date or pay instantly at duke-energy.com/billing. Payments for this statement within 90 days from the bill date will avoid a 1.0% late payment charge.

Please return this portion with your payment. Thank you for your business.



Duke Energy Return Mail
PO Box 1090
Charlotte, NC 28201-1090

Account number
9100 8743 4190

Amount of automatic draft

\$2,617.42
by Nov 30

After 90 days from bill date, a late charge will apply.

\$ _____ \$ _____
Add here, to help others with a contribution to Share the Light **Amount enclosed**

WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT
WESTRIDGE COMM DEV DIST
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

Duke Energy Payment Processing
PO Box 1094
Charlotte, NC 28201-1094

8891008743419000066000000000000026174200002617420



We're here for you

Report an emergency

Electric outage	duke-energy.com/outages 800.228.8485
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Convenient ways to pay your bill

Online	duke-energy.com/billing
Automatically from your bank account	duke-energy.com/automatic-draft
Speedpay (fee applies)	duke-energy.com/pay-now 800.700.8744
By mail payable to Duke Energy	P.O. Box 1094 Charlotte, NC 28201-1094
In person	duke-energy.com/location

Help managing your account (not applicable for all customers)

Register for free paperless billing	duke-energy.com/paperless
Home	duke-energy.com/manage-home
Business	duke-energy.com/manage-bus

General questions or concerns

Online	duke-energy.com
Home: Mon - Fri (7 a.m. to 7 p.m.)	800.700.8744
Business: Mon - Fri (7 a.m. to 6 p.m.)	877.372.8477
For hearing impaired TDD/TTY	711
International	1.407.629.1010

Call before you dig

Call	800.432.4770 or 811
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Check utility rates

Check rates and charges	duke-energy.com/rates
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Correspond with Duke Energy (not for payment)

P.O. Box 14042
St Petersburg, FL 33733

Important to know

Your next meter reading on or after: Dec 5

Please be sure we can safely access your meter. Don't worry if your digital meter flashes eights from time to time. That's a normal part of the energy measuring process.

Your electric service may be disconnected if your payment is past due

If payment for your electric service is past due, we may begin disconnection procedures. The due date on your bill applies to current charges only. Any unpaid, past due charges are not extended to the new due date and may result in disconnection. The reconnection fee is \$13 between the hours of 7 a.m. and 7 p.m. Monday through Friday and \$14 after 7 p.m. or on the weekends.

Electric service does not depend on payment for other products or services

Non-payment for non-regulated products or services (such as surge protection or equipment service contracts) may result in removal from the program but will not result in disconnection of electric service.

When you pay by check

We may process the payment as a regular check or convert it into a one-time electronic check payment.

Asset Securitization Charge

A charge to recover cost associated with nuclear asset-recovery bonds. Duke Energy Florida is acting as the collection agent for Special Purpose Entity (SPE) until the bonds have been paid in full or legally discharged.

Medical Essential Program

Identifies customers who are dependent on continuously electric-powered medical equipment. The program does not automatically extend electric bill due dates, nor does it provide priority restoration. To learn more or find out if you qualify, call 800.700.8744 or visit duke-energy.com/home/billing/special-assistance/medically-essential.

Special Needs Customers

Florida Statutes offer a program for customers who need special assistance during emergency evacuations and sheltering. Customers with special needs may contact their local emergency management agency for registration and more information.

Para nuestros clientes que hablan Español

Representantes bilingües están disponibles para asistirle de lunes a viernes de 7 a.m. - 7 p.m. Para obtener más información o reportar problemas con su servicio eléctrico, favor de llamar al 800.700.8744.



duke-energy.com
877.372.8477

Account number **9100 8743 4190**

Your usage snapshot - Continued

Outdoor Lighting		
Billing period Oct 06 - Nov 06		
Description	Quantity	Usage
Roadway Black UG Feed	123	4,674 kWh
Total	123	4,674 kWh

Billing details - Lighting

Billing Period - Oct 06 23 to Nov 06 23	
Customer Charge	\$1.65
Energy Charge	
4,674.000 kWh @ 4.784c	223.59
Fuel Charge	
4,674.000 kWh @ 5.270c	246.32
Asset Securitization Charge	
4,674.000 kWh @ 0.061c	2.85
Fixture Charge	
Roadway Black UG Feed	719.55
Maintenance Charge	
Roadway Black UG Feed	170.97
Pole Charge	
30 TENON TOP BRONZE CONCRETE	
72 Pole(s) @ \$17.200	1,238.40
Total Current Charges	\$2,603.33

Your current rate is Lighting Service Company Owned/Maintained (LS-1).

Billing details - Taxes

Regulatory Assessment Fee	\$1.92
Gross Receipts Tax	12.17
Total Taxes	\$14.09



duke-energy.com
877.372.8477

Your Energy Bill

Page 1 of 3

Service address

WESTRIDGE COMMUNITY
DEVELOPMENT DISTRICT
00 TIERRA DEL SOL BLVD
LITE TIERRA DEL SOL EAST

Bill date Nov 13, 2023

For service Oct 11 - Nov 9
30 days

Billing summary

Previous Amount Due	\$2,919.71
Payment Received Nov 03	-2,919.71
Current Lighting Charges	2,913.90
Taxes	5.81
Total Amount Due Dec 04	\$2,919.71

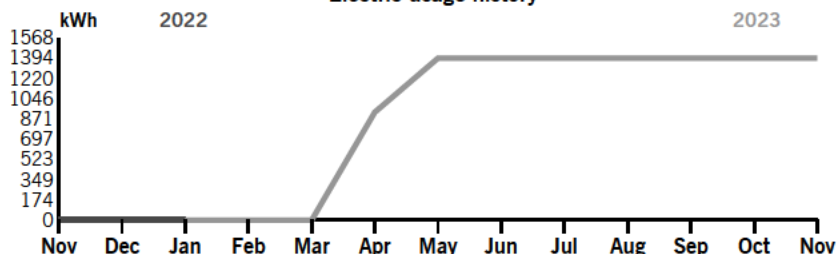
Account number **9101 4198 6868**



Thank you for your payment.

Your usage snapshot

Electric usage history



Average temperature in degrees

71° 63° 63° 68° 71° 75° 77° 80° 83° 84° 80° 74° 68°

	Current Month	Nov 2022	12-Month Usage	Avg Monthly Usage
Electric (kWh)	1,394	0	N/A	1,336
Avg. Daily (kWh)	46	0	N/A	
12-month usage based on most recent history				

Mail your payment at least 7 days before the due date or pay instantly at duke-energy.com/billing. Payments for this statement within 90 days from the bill date will avoid a 1.0% late payment charge.

Please return this portion with your payment. Thank you for your business.

Amount of automatic draft

\$2,919.71
by Dec 4

After 90 days from bill date, a late charge will apply.

\$ _____ \$ _____
Add here, to help others with a contribution to Share the Light **Amount enclosed**



Duke Energy Return Mail
PO Box 1090
Charlotte, NC 28201-1090

Account number
9101 4198 6868

WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT
WESTRIDGE COMM DEV DIST
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

Duke Energy Payment Processing
PO Box 1094
Charlotte, NC 28201-1094

8891014198686800066000000000000029197100002919712



We're here for you

Report an emergency

Electric outage	duke-energy.com/outages 800.228.8485
-----------------	--

Convenient ways to pay your bill

Online	duke-energy.com/billing
Automatically from your bank account	duke-energy.com/automatic-draft
Speedpay (fee applies)	duke-energy.com/pay-now 800.700.8744
By mail payable to Duke Energy	P.O. Box 1094 Charlotte, NC 28201-1094
In person	duke-energy.com/location

Help managing your account (not applicable for all customers)

Register for free paperless billing	duke-energy.com/paperless
Home	duke-energy.com/manage-home
Business	duke-energy.com/manage-bus

General questions or concerns

Online	duke-energy.com
Home: Mon - Fri (7 a.m. to 7 p.m.)	800.700.8744
Business: Mon - Fri (7 a.m. to 6 p.m.)	877.372.8477
For hearing impaired TDD/TTY	711
International	1.407.629.1010

Call before you dig

Call	800.432.4770 or 811
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Check utility rates

Check rates and charges	duke-energy.com/rates
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Correspond with Duke Energy (not for payment)

P.O. Box 14042
St Petersburg, FL 33733

Important to know

Your next meter reading on or after: Dec 8

Please be sure we can safely access your meter. Don't worry if your digital meter flashes eights from time to time. That's a normal part of the energy measuring process.

Your electric service may be disconnected if your payment is past due

If payment for your electric service is past due, we may begin disconnection procedures. The due date on your bill applies to current charges only. Any unpaid, past due charges are not extended to the new due date and may result in disconnection. The reconnection fee is \$13 between the hours of 7 a.m. and 7 p.m. Monday through Friday and \$14 after 7 p.m. or on the weekends.

Electric service does not depend on payment for other products or services

Non-payment for non-regulated products or services (such as surge protection or equipment service contracts) may result in removal from the program but will not result in disconnection of electric service.

When you pay by check

We may process the payment as a regular check or convert it into a one-time electronic check payment.

Asset Securitization Charge

A charge to recover cost associated with nuclear asset-recovery bonds. Duke Energy Florida is acting as the collection agent for Special Purpose Entity (SPE) until the bonds have been paid in full or legally discharged.

Medical Essential Program

Identifies customers who are dependent on continuously electric-powered medical equipment. The program does not automatically extend electric bill due dates, nor does it provide priority restoration. To learn more or find out if you qualify, call 800.700.8744 or visit duke-energy.com/home/billing/special-assistance/medically-essential.

Special Needs Customers

Florida Statutes offer a program for customers who need special assistance during emergency evacuations and sheltering. Customers with special needs may contact their local emergency management agency for registration and more information.

Para nuestros clientes que hablan Español

Representantes bilingües están disponibles para asistirle de lunes a viernes de 7 a.m. - 7 p.m. Para obtener más información o reportar problemas con su servicio eléctrico, favor de llamar al 800.700.8744.



Your usage snapshot - Continued

Outdoor Lighting		
Billing period Oct 11 - Nov 09		
Description	Quantity	Usage
Sanibel Black Type III 4000K	56	952 kWh
50W LED BLK SANIBEL 3K	26	442 kWh
Total	82	1,394 kWh

Billing details - Lighting

Billing Period - Oct 11 23 to Nov 09 23	
Customer Charge	\$1.65
Energy Charge	
1,394.000 kWh @ 4.784c	66.70
Fuel Charge	
1,394.000 kWh @ 5.270c	73.46
Asset Securitization Charge	
1,394.000 kWh @ 0.061c	0.85
Fixture Charge	
Sanibel Black Type III 4000K	982.80
50W LED BLK SANIBEL 3K	456.30
Maintenance Charge	
Sanibel Black Type III 4000K	77.84
50W LED BLK SANIBEL 3K	36.14
Pole Charge	
22 DECO CONC SINGLE SANIBEL	
56 Pole(s) @ \$14.250	798.00
22FT BLK COLONIAL 6 TENON Q	
26 Pole(s) @ \$16.160	420.16
Total Current Charges	\$2,913.90

Your current rate is Lighting Service Company Owned/Maintained (LS-1).

Billing details - Taxes

Regulatory Assessment Fee	\$2.15
Gross Receipts Tax	3.66
Total Taxes	\$5.81



RECEIVED
11/29/2023

Invoice 22057

Date	Terms
12/01/23	Due on Receipt

P.O. Box 91597
Lakeland, FL 33804

Bill To
Carol Brown Rizzetta & Company 3434 Colwell Ave Suite 200 Tampa, FL 33614

Property Address
Westridge CDD Davenport, FL

Description	Amount
New Contract Landscape Maintenance December 2023	\$5,895.00

Total Monthly Price: \$5,895

Landscape Maintenance: \$5,600

St Augustine Fertilization Program: \$126

Shrub & Tree Fertilization Program: \$49

Monthly Irrigation Inspection: \$120

Thank you for your business.		
Phone #	Fax #	Website
863-668-0494	863-668-0495	www.floralawn.com

Total	\$5,895.00
Credits/Payments	(\$0.00)
Balance Due	\$5,895.00

All late payments are subject to 1.5% interest. Thank you for your timely payment.

"If your check is not paid on presentment or is dishonored, you agree to pay the amount allowed by state law. We may electronically debit or draft your account for this charge. Also, if your check is returned for insufficient or uncollected funds, your check may be electronically re-presented for payment."



RECEIVED
11/29/2023

ACCOUNT NAME		ACCOUNT #	PAGE #
Westridge Comm. Dev. District		536776	1 of 1
INVOICE #	BILLING PERIOD	PAYMENT DUE DATE	
0005532976	Apr 1- Apr 30, 2023	May 20, 2023	
PREPAY (Memo Info)	UNAPPLIED (included in amt due)	TOTAL CASH AMT DUE*	
\$0.00	\$0.00	\$570.01	

BILLING ACCOUNT NAME AND ADDRESS

Westridge Comm. Dev. District
c/o Rizzetta & Company
3434 Colwell AVE # 200
Tampa, FL 33614-8390

Legal Entity: Gannett Media Corp.

Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited.

All funds payable in US dollars.

BILLING INQUIRIES/ADDRESS CHANGES 1-877-736-7612 or smb@ccc.gannett.com

FEDERAL ID 47-2390983

To sign-up for E-mailed invoices and online payments please contact abgspecial@gannett.com. Previous account number: CFL_456199

Date	Description	Amount
4/1/23	Balance Forward	\$282.61
4/17/23	PAYMENT - THANK YOU	-\$282.61

Package Advertising:

Start-End Date	Order Number	Description	PO Number	Package Cost
4/6/23	8661915	BOS' Meeting scheduled 4/27		\$282.61
4/20/23	8709121	Bridgewater CDD		\$287.40

As an incentive for customers, we provide a discount off the total invoice cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and Save!

Total Cash Amount Due	\$570.01
Service Fee 3.99%	\$22.74
*Cash/Check/ACH Discount	-\$22.74
*Payment Amount by Cash/Check/ACH	\$570.01
Payment Amount by Credit Card	\$592.75

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NAME		ACCOUNT NUMBER		INVOICE NUMBER		AMOUNT PAID	
Westridge Comm. Dev. District		536776		0005532976			
CURRENT DUE	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120+ DAYS PAST DUE	UNAPPLIED PAYMENTS	TOTAL CASH AMT DUE*	
\$570.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$570.01	
REMITTANCE ADDRESS (Include Account# & Invoice# on check)				TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW:		TOTAL CREDIT CARD AMT DUE	
Gannett Florida LocaliQ PO Box 631244 Cincinnati, OH 45263-1244				<input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMEX		\$592.75	
				Card Number _____			
				Exp Date ____ / ____ / ____ CVV Code _____			
				Signature _____ Date _____			

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RECEIVED
11/2/2023

ACCOUNT NAME		ACCOUNT #	PAGE #
Westridge Comm. Dev. District		536776	1 of 1
INVOICE #	BILLING PERIOD	PAYMENT DUE DATE	
0005988836	Oct 1- Oct 31, 2023	November 20, 2023	
PREPAY (Memo Info)	UNAPPLIED (included in amt due)	TOTAL CASH AMT DUE*	
\$0.00	\$0.00	\$866.99	

BILLING ACCOUNT NAME AND ADDRESS	
Westridge Comm. Dev. District c/o Rizzetta & Company 3434 Colwell AVE # 200 Tampa, FL 33614-8390	<p>Legal Entity: Gannett Media Corp.</p> <p>Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited.</p> <p>All funds payable in US dollars.</p>

BILLING INQUIRIES/ADDRESS CHANGES 1-877-736-7612 or smb@ccc.gannett.com

FEDERAL ID 47-2390983

To sign-up for E-mailed invoices and online payments please contact abgspecial@gannett.com. Previous account number: CFL_456199

Date	Description	Amount
10/1/23	Balance Forward	\$574.80

Package Advertising:

Start-End Date	Order Number	Description	PO Number	Package Cost
10/6/23	9368626	Special BOS mtg 10/26	Special BOS 10/26	\$292.19

As an incentive for customers, we provide a discount off the total invoice cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and Save!

Total Cash Amount Due	\$866.99
Service Fee 3.99%	\$34.59
*Cash/Check/ACH Discount	-\$34.59
*Payment Amount by Cash/Check/ACH	\$866.99
Payment Amount by Credit Card	\$901.58

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NAME		ACCOUNT NUMBER		INVOICE NUMBER		AMOUNT PAID
Westridge Comm. Dev. District		536776		0005988836		292.19
CURRENT DUE	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120+ DAYS PAST DUE	UNAPPLIED PAYMENTS	TOTAL CASH AMT DUE*
\$292.19	\$292.19	\$0.00	\$0.00	\$282.61	\$0.00	\$866.99
REMITTANCE ADDRESS (Include Account# & Invoice# on check)					TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW:	
Gannett Florida LocaliQ PO Box 631244 Cincinnati, OH 45263-1244					<input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMEX	
					Card Number _____	
					Exp Date ____/____/____ CVV Code _____	
					Signature _____ Date _____	
					TOTAL CREDIT CARD AMT DUE	
					\$901.58	

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ACCOUNT NAME		ACCOUNT #	PAGE #
Westridge Comm. Dev. District		536776	1 of 1
INVOICE #	BILLING PERIOD	PAYMENT DUE DATE	
0006061160	Nov 1- Nov 30, 2023	December 20, 2023	
PREPAY (Memo Info)	UNAPPLIED (included in amt due)	TOTAL CASH AMT DUE*	
\$0.00	\$0.00	\$962.79	

BILLING ACCOUNT NAME AND ADDRESS	
<p>Westridge Comm. Dev. District c/o Rizzetta & Company 3434 Colwell AVE # 200 Tampa, FL 33614-8390</p>	<p>Legal Entity: Gannett Media Corp.</p> <p>Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited.</p> <p>All funds payable in US dollars.</p>

BILLING INQUIRIES/ADDRESS CHANGES 1-877-736-7612 or smb@ccc.gannett.com

FEDERAL ID 47-2390983

To sign-up for E-mailed invoices and online payments please contact abgspecial@gannett.com. Previous account number: CFL 456199

Date	Description	Amount
11/1/23	Balance Forward	\$866.99
11/20/23	PAYMENT - THANK YOU	-\$292.19

Package Advertising:

Start-End Date	Order Number	Description	PO Number	Package Cost
11/9/23	9477367	FY23-24 Meeting Dates	FY23-24 Meeting Date	\$387.99

As an incentive for customers, we provide a discount off the total invoice cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and Save!

Total Cash Amount Due	\$962.79
Service Fee 3.99%	\$38.42
*Cash/Check/ACH Discount	-\$38.42
*Payment Amount by Cash/Check/ACH	\$962.79
Payment Amount by Credit Card	\$1,001.21

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NAME		ACCOUNT NUMBER		INVOICE NUMBER		AMOUNT PAID
Westridge Comm. Dev. District		536776		0006061160		
CURRENT DUE	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120+ DAYS PAST DUE	UNAPPLIED PAYMENTS	TOTAL CASH AMT DUE*
\$387.99	\$292.19	\$0.00	\$0.00	\$282.61	\$0.00	\$962.79
REMITTANCE ADDRESS (Include Account# & Invoice# on check)				TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW:		TOTAL CREDIT CARD AMT DUE
<p>Gannett Florida LocalIQ PO Box 631244 Cincinnati, OH 45263-1244</p>				<input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMEX		<p>\$1,001.21</p>
				Card Number _____		
				Exp Date ____/____/____ CVV Code _____		
				Signature _____ Date _____		

0000536776000000000000060611600009627967170

Please remit payment electronically to:

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94163
Account Number: 2073089159554
ABA#: 121000248

If paying by check, please remit to:

KIMLEY-HORN AND ASSOCIATES, INC.
P.O. BOX 932520
ATLANTA, GA 31193-2520

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

Invoice No: 049875001-1023
Invoice Date: Oct 31, 2023
Invoice Amount: \$2,402.79

Project No: 049875001
Project Name: WESTRIDGE CDD
Project Manager: WILSON, MARK E

Federal Tax Id: 56-0885615
For Services Rendered through Oct 31, 2023

Client Reference:

HOURLY

KHA Ref # 049875001.2-26465296

Description	Current Amount Due
GENERAL ENGINEERING SVCS	2,270.00
OFFICE EXPENSE	132.79
Subtotal	2,402.79
Total HOURLY	2,402.79

DESCRIPTION OF SERVICES PERFORMED:

MEETING ONSITE TO REVIEW SIGNAGE AND RECLAIM ITEMS
AND ISSUES AND COORDINATE WITH POLK ON RECLAIM
CONNECTIONS.

Total Invoice: \$2,402.79

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

Invoice No: 049875001-1023
Invoice Date: Oct 31, 2023
Project No: 049875001
Project Name: WESTRIDGE CDD
Project Manager: WILSON, MARK E

HOURLY

KHA Ref # 049875001.2-26465296

Task	Description	Hrs/Qty	Rate	Current Amount Due
GENERAL ENGINEERING SVCS	PROFESSIONAL	4.0	335.00	1,340.00
	SENIOR PROFESSIONAL II	2.0	465.00	930.00
TOTAL GENERAL ENGINEERING SVCS		6.0		2,270.00
OFFICE EXPENSE	OFFICE EXPENSE			132.79
TOTAL OFFICE EXPENSE				132.79
TOTAL LABOR AND EXPENSE DETAIL				2,402.79

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

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

Invoice

Date	Invoice #
12/1/2023	INV0000085781

RECEIVED
11/27/2023

Bill To:

WESTRIDGE CDD
3434 Colwell Avenue, Suite 200
Tampa FL 33614

Services for the month of	Terms	Client Number
December	Upon Receipt	00650

Description	Qty	Rate	Amount
Accounting Services	1.00	\$1,592.75	\$1,592.75
Administrative Services	1.00	\$347.50	\$347.50
Email Accounts, Admin & Maintenance	5.00	\$20.00	\$100.00
Financial & Revenue Collections	1.00	\$347.50	\$347.50
Management Services	1.00	\$1,476.92	\$1,476.92
Website Compliance & Management	1.00	\$100.00	\$100.00
		Subtotal	\$3,964.67
		Total	\$3,964.67

TAB 4

**WESTRIDGE COMMUNITY DEVELOPMENT
DISTRICT/ WATERSTONE PROPERTY HOA
CLUBHOUSE MEETING ROOM RENTAL
AGREEMENT**

This is a Rental Agreement between WATERSTONE PROPERTY HOA, INC. (the “HOA”) and WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT (the “CDD”). Subject to the terms and conditions hereof and for the consideration stated herein, the CDD is hereby given the periodic, short-term right to use the Clubhouse Meeting Room and restroom facilities (collectively, the “Clubhouse Premises”) and agrees to be responsible for such use.

Background

- A. HOA is the Owner of that certain clubhouse property located 2751 Bella Vista Drive, Davenport, Florida 33897.
- B. CDD is a local unit of special purpose government of the State of Florida and has jurisdiction over the CDD property, which includes the Waterstone project.
- C. CDD conducts monthly meetings of its Board of Supervisors which are required to be conducted in a facility in Polk County and are required to be open to the public.
- D. HOA is willing to permit use of the Clubhouse Premises for the CDD to hold its monthly meetings without charge as an accommodation to residents of the CDD and as a cost-saving measure, under the terms set forth in this agreement.

Terms and Conditions

- 1. CDD shall use and be responsible for the use of the Clubhouse Premises in a careful, legal, and proper manner. CDD shall return the Clubhouse Premises in as good condition as said Clubhouse Premises were prior to the use thereof by the CDD.
- 2. CDD hereby assumes all risk of loss or damage to the Clubhouse Premises, surrounding HOA property, and personal property therein due to the negligence or intentional conduct of the CDD and those attending the monthly meetings. None of the personal property items shall be removed from the Clubhouse Premises.
- 3. CDD shall be responsible to set up the meeting room in a manner suitable to its purposes and to return the Clubhouse Premises to a condition equal to the condition prior to the rental. The CDD shall be responsible for making sure that the Clubhouse Premises are fully cleaned after use and that any trash and debris have been removed and

properly bagged, sealed, and deposited in an approved garbage container or removed from the Clubhouse Premises and HOA Property and properly disposed of by the CDD if approved garbage container(s) on the Clubhouse Premises are full. All furniture shall be returned to the same location and position and in the same condition as prior to the rental.

4. CDD agrees that any decorations or decorating of the Clubhouse Premises must be done in a manner that does not cause any damage whatsoever, including, but not limited to, holes or perforations in or markings on the walls, or tape left on the walls, to any area of the Clubhouse Premises.
5. If any damage is found or if janitorial services or staff time is required to clean, restore, or repair the Clubhouse Premises, the HOA Manager will invoice the CDD to pay for any and all costs of such work.
6. CDD shall indemnify the HOA and its Board members, officers, agents, and employees against any and all claims, actions, proceedings, costs, damages, legal fees, and liabilities of any nature whatsoever, connected with or resulting from the use of the Clubhouse Premises or for the intentional or negligent acts and omissions by the CDD, CDD's guests, agents, employees or visitors, but subject to the limitations set forth in Fla. Stat. §768.28.
7. The Clubhouse Premises are to be used in connection with the monthly meetings of the CDD, and not for any other purpose. Meetings are generally conducted on the last Thursday of each month, beginning at 2:00 p.m. and lasting for not more than two hours. The permission granted under this Agreement does not entitle the CDD to the use of the pool deck, swimming pool, or pool area.
8. The number of occupants of the Clubhouse Meeting Room shall not exceed the amount determined by the Fire Marshal, which Maximum Occupancy is 36 occupants.
9. Alcohol and alcoholic beverages at the Clubhouse Premises are strictly prohibited.
10. Smoking is strictly prohibited in all interior areas of the Clubhouse Premises and within all covered hallways of the Clubhouse Premises.
11. No candles or open flames of any kind shall be in use at the Clubhouse Premises. CDD shall be fully responsible for any false alarm fees incurred by the HOA during the rental period or as a result of any acts or omissions by CDD or CDD's guests.
12. CDD agrees to be present during the entire time of such use and during the clean-up of the Clubhouse Premises. Such clean-up shall be conducted immediately at the conclusion of such use and not later.
13. The use of the Clubhouse Premises by the CDD and all CDD's guests

shall at all times be in compliance with any Federal, State, and local laws, statutes, and ordinances.

14. In the event of any litigation between the parties arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred as a result of such litigation, through any appellate proceedings.
15. This Agreement entitles the CDD and the CDD's guests to use the Clubhouse Premises during the identified time, but does not permit any use of the swimming pool or the area within fifteen (15) feet of the swimming pool.
16. The Manager of the HOA and employees or designees of the District Manager shall have full and free access to the Clubhouse Premises at all times to ensure compliance with this Agreement.
17. The terms herein constitute the entire agreement of the parties. No oral statements shall have any force or effect or be binding upon the parties.

WATERSTONE PROPERTY HOA, INC.

**WESTRIDGE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
HOA Manager

Print name: _____

Date: _____

By: _____

Print name: _____

Address: _____

Date: _____

TAB 5

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE POLK COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Westridge Community Development District ("**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 ("**Board**") seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the Polk County Supervisor of Elections ("**Supervisor**") to conduct the District's elections by the qualified electors of the District at the general election ("**General Election**").

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

1. **GENERAL ELECTION SEATS.** Seat 1, currently held by Susan Kane, and Seat 2, currently held by Nora Schuster, are scheduled for the General Election beginning in November 2024. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Polk County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2024, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 22 day of February, 2024.

**WESTRIDGE COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRPERSON / VICE CHAIRPERSON

ATTEST:

SECRETARY / ASSISTANT SECRETARY

EXHIBIT A

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE WESTRIDGE COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Westridge Community Development District (“District”) will commence at noon on June 10th, 2024 and close at noon on June 14th, 2024. Candidates must qualify for the office of Supervisor with the Polk County Supervisor of Elections located at 250 Broadway Ave S, Bartow, FL 33830; Ph: (863)-534-5888. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a “qualified elector” of the District, as defined in Section 190.003, *Florida Statutes*. A “qualified elector” is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Polk County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Westridge Community Development District has a total of two seats up for election, specifically seats one and two. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 5th, 2024, and in the manner prescribed by law for general elections.

For additional information, please contact the Polk County Supervisor of Elections.

Publish on or before May 24th, 2024.

TAB 6

CHAPTER II:

STREET PARKING ENFORCEMENT POLICIES AND PROCEDURES

1.1 General.

(1) The Westridge Community Development District (the “District”) has adopted a policy restricting parking of Vehicles on all roads owned by the District within the Community. For purposes of these policies and procedures, the definition of a vehicle (“Vehicle”) means an automobile, a pick-up truck, or a motorcycle, and expressly excludes boats, commercial vehicles, any truck larger than a pick-up, recreational vehicles (sometimes referred to as “RVs” or motorhomes), lawn maintenance trailers, rental trailers, and all trailers attached to a Vehicle. No vehicle, boat, commercial vehicle, truck larger than a pick-up, recreational vehicle, lawn maintenance trailer, rental trailer, or any trailers attached to a Vehicle shall be parked on any District road within the Community without prior written approval of the District. Any boat, commercial vehicle, except for commercial service vehicles while they are providing actual services to a property within the District, truck, recreational vehicle, lawn maintenance trailer, rental trailer, or any trailers attached to a Vehicle shall be parked on a District road without such prior approval shall be removed at the owner’s expense without notice and without prior warning.

(2) For purposes of this Resolution, the road shall include all areas, including lawn areas and sidewalks, within the right-of-way owned by the Westridge Community Development District. Nothing in this designation shall be deemed to affect the obligation of owners of improved lots to maintain lawn and landscape improvements within the right of way area as required under any applicable Declaration of Covenants, Conditions and Restrictions.

(3) The District may elect to designate certain areas within its roads or boundaries to provide for guest parking. Such areas shall be marked and designated. Nothing herein shall be construed to require District to designate such spaces. To the extent that the District makes a designation of guest parking areas as described herein, the District may work with one or more of the homeowners’ associations within the District to establish a mechanism for the association to monitor and assign rights to use the guest parking spaces. The association(s) shall develop a system of designation and assignment of the rights to use the guest parking areas, which shall

include a system of “tagging” the permitted vehicles so that the District’s tow contractor can be advised which vehicles are permitted to occupy the guest spaces.

(4) The adoption by the District of Resolution 2023-08 and subsequent resolutions amending or modifying 2023-08 allows the District to place warning stickers on Vehicles deemed illegally parked and to have those Vehicles towed at the owner’s expense from the streets within the District.

(5) The District may enter into interlocal agreements with one or more of the Homeowners’ Associations formed under Fla. Stat. Chapter 720 (an “HOA”) which have jurisdiction over lands within the District to assist in enforcement of the parking restrictions adopted in Resolution 2023-08. The assistance is to include: placing a warning sticker on the offending Vehicle and logging all Vehicle information, to include make, model, color, location and tag number by an individual or individuals designated by an HOA or by the District (“Enforcement Agent”). The District may under such agreement or by Board action designate such individuals and empower them to have a Vehicle towed at the owner’s expenses that are in violation of the District’s parking restrictions.

(6) Enforcement Agents will be required to keep a record, which documents all illegally parked Vehicles and will document all violations with a digital photograph.

1.2 Street Parking Regulations.

(1) Vehicles are not allowed to be parked in and/or on any street or road within the District. The following restrictions apply:

(a) Under no circumstance shall Vehicles which belong to or are driven by an owner or resident of a house be permitted to park on the street at any time for more than **30 consecutive minutes**.

(b) No person shall be permitted to circumvent these regulations by moving a Vehicle in and out of a driveway to try to toll the passing of these time limitations.

(d) Any Vehicle that is permitted by these policies and procedures to be temporarily parked on a street within the District must not be parked in such a way as to hinder the ability to pass on the street, hinder access to any driveway, or to create a safety hazard.

1.3 Exceptions

(1) Vehicles are not allowed to be parked in and/or on any street or road within the District and are generally prohibited except for the following:

- (a) Momentary parking not exceeding 30 minutes.
- (b) Parking of commercial service vehicles during times the associated company is actually providing services to a residence.
- (c) Parking of governmental, utility vehicles or emergency vehicles while in the course of their official business.

(2) Any person violating these policies and procedures, when such violation results in a Vehicle being towed, shall be charged an administrative fee of \$150 per towing incident to reimburse the District for its staff and third-party expenses incurred in connection with the violation. This administrative fee shall initially be due from the owner of the towed vehicle, but if not paid by such person shall be paid by the owner of any lot who the Board of Supervisors finds to be responsible for the violation.

1.4 Enforcement.

(1) Parking restrictions shall be enforced in the following manner:

(a) Enforcement Agents or representatives of a Towing Contractor engaged by the District will patrol all the communities within the District. During such patrol, the Enforcement Agent or Towing Contractor will identify Vehicles in violation of these policies and procedures.

(b) The Enforcement Agent or Towing Contractor will then log all illegally parked Vehicles by tag number, make, model, color, and address of the Vehicle.

(c) After a Vehicle has been logged, the Enforcement Agent or Towing Contractor will issue a warning/citation informing the owner of the Vehicle that he/she is in violation of the District's parking policies and procedures. Placement of a citation notice on the vehicle shall constitute adequate notice. The notice described in this section is a courtesy only and is not a condition of any enforcement action hereunder.

(d) The owner must then remedy the violation by removing his/her Vehicle from the District's road.

(e) In accordance with the District's parking policies and procedures, the Enforcement Agent or Towing Contractor will only issue one warning/citation before having an offending Vehicle towed.

(f) Once the Enforcement Agent or Towing Contractor has logged the appropriate Vehicle information and issued all the proper warnings/citations and the Enforcement Agent then will call the Towing Contractor for the District.

(g) The Enforcement Agent or other person authorized by the District will then meet the towing company at the address where the Vehicle is illegally parked to ensure that the appropriate Vehicle is being towed.

(h) The Enforcement Agent or Towing Contractor will then provide details of the incident to the District office.

(2) Additional Means of Enforcement for Repeat Offenders.

“Repeat Offender” shall mean: :

(a) the owner of a Vehicle that has been towed for violation of these policies and procedures within the previous 12-month period; or

(b) has received two (2) or more warning notices as to any Vehicle(s) he/she owns within the previous 12-month period, whether or not an offending Vehicle was towed.

(3) The District, or its designee, shall maintain a list of Repeat Offenders based upon information collected in the violation logs kept by the Enforcement Agent or Towing Contractor. The District, or its designee, shall provide the list of Repeat Offenders to a towing contractor (the “Tow Company”) and authorize the Tow Company to make routine patrols within the District.

(4) A Repeat Offender forfeits his/her right to receive any further warning and/or notice of a violation prior to having his/her offending Vehicle towed. The Repeat Offender is subject to having his/her Vehicle towed at any time it is parked in or on a street within the District.

(5) Once a Repeat Offender has been identified, he/she will be considered a Repeat Offender for a period of 12 months from the date that the District Manager identifies him/her as a Repeat Offender. In the event that an additional violation occurs during that 12-month period, the calculation of the 12-month Repeat Offender status shall begin again on the date of such additional violation. If no additional violations occur during the immediate 12-month period following the Repeat Offender being identified as a Repeat Offender by the District Manager, then the former Repeat Offender shall be entitled to receive the same warning and/or notice as owners who are not Repeat Offenders.

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1.5 Effective Date

This Chapter was adopted and went into effect on September 28, 2023. The District's Board of Supervisors may by action taken at a meeting provide for a grace period prior to full enforcement by towing.