

ZEPHYR RIDGE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

ZEPHYR RIDGE COMMUNITY DEVELOPMENT DISTRICT

**BOARD OF SUPERVISORS
MEETING
OCTOBER 10, 2014**

ZEPHYR RIDGE
COMMUNITY DEVELOPMENT DISTRICT AGENDA
October 10, 2014 at 11:00 a.m.

At the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, 33544

District Board of Supervisors	Michelle Pierce Tim Murray John Blakley Bob Bishop Sharon Zad	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Matthew Huber	Rizzetta & Company, Inc.
District Counsel	Tracy Robin	Straley & Robin
District Engineer	Jeff Hills	Hills & Associates, Inc.

All Cellular phones and pagers must be turned off during the meeting.

The District Agenda is comprised of five different sections:

The meeting will begin promptly at **11:00 a.m.** with the first section which is called **Audience Comments**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second section is called the **Business Administration** section and contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 933-5571 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The final section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 933-5571, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same 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.

ZEPHYR RIDGE COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 5844 OLD PASCO ROAD• SUITE 100 • WESLEY CHAPEL, FL 33544

October 7, 2014

Board of Supervisors
**Zephyr Ridge Community
Development District**

AGENDA

Dear Board Members:

The special meeting of the Board of Supervisors' of the Zephyr Ridge Community Development District will be held on **Friday, October 10, 2014 at 11:00 a.m.** at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ITEMS**
 - A. Consideration of Amendment to Funding Agreement Tab 1
- 4. SUPERVISOR REQUESTS**
- 5. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (813) 933-5571.

Sincerely,

Matthew Huber

Mathew Huber
District Manager

Tab 1

**AMENDMENT TO
FUNDING AGREEMENT**

September __ 2014

Zephyr Ridge Community Development District

**Capital Improvement Revenue Bonds, Series 2006A
Capital Improvement Revenue Bonds, Series 2006B**

The Zephyr Ridge Community Development District ("the "District"), Zephyr Ridge Holdings, Inc., a Florida corporation, as the special purpose entity that holds and controls the single family residential land developed or to be developed in the District (the "SPE"), the holders of the outstanding principal amounts of the Series 2006A Bonds and the Series 2006B Bonds (collectively, the "Bondholders"), Oppenheimer AMT Free Municipals and Oppenheimer Rochester National Municipals, collectively, in their collective capacity as the holder of at least a majority in principal amount of the Series 2006 Bonds (the "Majority Bondholder"), and U.S. Bank National Association, as trustee (the "Trustee") for the Series 2006 Bonds (as hereinafter defined) under the 2006 Indenture (as hereinafter defined), have previously entered into that certain Funding Agreement dated as November 19, 2013 (the "Agreement") and are as of the date hereof entering into this Amendment to Funding Agreement (the "Amendment") for the purpose noted in the Recitals below. The District, the SPE, the Bondholders, the Majority Bondholder, and the Trustee are collectively referred to herein as the "Parties."

RECITALS:

WHEREAS, the Parties entered into the Agreement, pursuant to which, among other things, the Parties set forth the terms and conditions for which funding shall be provided by the Majority Bondholder for the Restructuring Costs and Repositioning Costs (as such terms are defined in the Agreement); and

WHEREAS, all capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Agreement; and

WHEREAS, the SPE has been diligently working to reposition the Property and now requires additional funding for additional Repositioning Costs; and

WHEREAS, the Parties desire to execute and deliver this Amendment for the purpose of amending the amount of funding to be provided for Repositioning Costs; and

WHEREAS, the Parties intend that and the balance of the Agreement shall remain in full force and effect, except as expressly amended in this Amendment.

AGREEMENTS:

1. ***Amendment and Restatement of Paragraph 2 of the Agreement.*** Paragraph 2 of the Agreement is hereby amended and restated in its entirety as follows:

2. **Bondholder Funding and Repayment Agreement.** The funds and accounts held under the 2006 Indenture do not contain sufficient amounts on deposit to fund the Repositioning Costs and Restructuring Costs. The Majority Bondholder has agreed to fund the Repositioning Costs, in an aggregate amount not to exceed \$1,118,736.00, and the Restructuring Costs, in an aggregate amount not to exceed \$350,000.00 (collectively, the "Bondholder Funding").

The Parties hereby agree that the Majority Bondholder's obligation to provide the Bondholder Funding, is expressly conditioned upon the Parties' consent to and approval of the Repayment Agreement (as defined below), which consent and approval is hereby confirmed. As used herein the "Repayment Agreement" means that "moneys generated by the Bond Restructure, net of Restructuring Costs (the "Restructuring Proceeds"), if any, shall first be used to repay, to the Majority Bondholder, the aggregate amount of Bondholder Funding that has been provided to the Trustee by the Majority Bondholder, plus interest accrued at a rate of 7.25% per annum, prior to any of the Restructuring Proceeds being disbursed for any other purpose, including payment of the Series 2006 Bonds or any bonds issued to refund the Series 2006 Bonds (the "New Bonds"), as the case may be." The Parties further agree that the Bond Restructure interest rate borne by the New Bonds shall (i) equal 7.50% per annum, or if the maximum rate allowed under Florida Statutes Section 215.84(3), as may be amended from time to time (the "Maximum Rate"), is less than 7.50%, then the Maximum Rate, or (ii) the District may issue New Bonds at a market rate, provided the proceeds of such New Bonds are sufficient to redeem the outstanding Series 2006 Bonds at par, plus accrued interest, and repay the Bondholder Funding, plus accrued interest. If, at the time the New Bonds are issued, the Maximum Rate requires the New Bonds to bear interest at a rate that is less than 7.50%, the interest rate due and owing on the Bondholder Funding shall be reduced to such rate that is 25 basis points lower than the Maximum Rate.

2. ***Agreement to Amendment.*** By their respective signatures below, each Party to this Amendment hereby acknowledges and agrees to the provisions of this Amendment.

3. ***Applicability of Remaining Provisions.*** Except as expressly modified as stated above, all provisions of the Agreement shall remain unaffected and in full force and effect.

4. ***Authorization.*** The execution of this Amendment has been duly authorized by the appropriate body or official of each Party, each Party has complied with all the requirements of law, and each Party has the full power and authority to comply with the terms and provisions of this Amendment. Each undersigned Bondholder acknowledges and agrees that it has the full power and authority to execute and deliver this Amendment.

5. ***Effective Date.*** This Amendment shall be effective only upon execution by all of the Parties hereto.

6. **Severability.** The invalidity or unenforceability of any one or more provisions of this Amendment shall not affect the validity or enforceability of the remaining portions of this Amendment, or any part of this Amendment not held to be invalid or unenforceable.

7. **Headings for Convenience Only.** The descriptive headings in this Amended Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

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

9. **No Personal Liability of Trustee.** Any provision of this Amendment to the contrary notwithstanding, U.S. Bank National Association has executed this Amendment only in its capacity as the trustee under the 2006 Indenture and not individually or for the purpose of being bound in its individual or personal capacity. None of U.S. Bank National Association or any of its members, directors, officers or shareholders shall have any individual or personal liability under or related to this Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Amendment to Funding Agreement effective as of the date first written above.

**ZEPHYR RIDGE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: _____

ZEPHYR RIDGE HOLDING, INC.

By: _____
Its: _____

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

By: _____
Its: _____

[OPPENHEIMER FUND NAME]

By:

Its:

Series 2006A Bonds held as of the date hereof:

CUSIP: _____ Par Amount \$ _____

CUSIP: _____ Par Amount \$ _____

Series 2006B Bonds held as of the date hereof:

CUSIP: _____ Par Amount \$ _____

CUSIP: _____ Par Amount \$ _____

[BONDHOLDER]

By:

Its:

Series 2006A Bonds held as of the date hereof:

CUSIP: _____ Par Amount \$ _____

CUSIP: _____ Par Amount \$ _____

Series 2006B Bonds held as of the date hereof:

CUSIP: _____ Par Amount \$ _____

CUSIP: _____ Par Amount \$ _____