

ORDINANCE NO. 2019-10

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS FOR ORANGE COUNTY, FLORIDA, CREATING WESTWOOD/OCC COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2018); PROVIDING FOR THE ESTABLISHMENT AND NAMING OF THE DISTRICT; PROVIDING FOR THE LEGAL DESCRIPTION OF THE EXTERNAL BOUNDARIES OF THE DISTRICT; PROVIDING FOR FINDINGS OF FACT; PROVIDING THE FUNCTIONS AND POWERS OF THE DISTRICT; DESIGNATING THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING FOR THE APPLICABLE FILING FEE; PROVIDING FOR COMPLIANCE WITH CHAPTER 190, FLORIDA STATUTES, AND ALL OTHER APPLICABLE LAWS AND ORDINANCES; PROVIDING FOR REPEAL IN THE ABSENCE OF AN INTERLOCAL AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes (hereinafter, the "Act"), sets forth the exclusive and uniform method for establishing a community development district; and

WHEREAS, section 190.005(2) of the Act requires that a petition for the establishment of a community development district of less than 2,500 acres be filed by the petitioner with the county commission of the county having jurisdiction over the majority of land in the area in which the district is to be located; and

WHEREAS, section 190.005(1)(a) of the Act requires that such petition contain certain information to be considered at a public hearing before the Board of County Commissioners for Orange County, Florida (the "Board"); and

WHEREAS, DCS Real Estate Investments VI, LLC, (the "Petitioner"), having obtained written consent to the establishment of the District by the owners of one hundred percent (100%) of the real property to be included in the District, has petitioned Orange County, Florida (the

“County”) to establish Westwood/OCC Community Development District (the “District”) pursuant to the Act; and

WHEREAS, Petitioner is a company authorized to conduct business in the State of Florida and whose mailing address is 505 South Flagler Drive, Suite 900, West Palm Beach, Florida 33401; and

WHEREAS, the petition submitted on August 30, 2018 (the “Petition”) to the County has been determined to contain the requisite information as mandated by section 190.005(1)(a) of the Act; and

WHEREAS, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at a duly noticed public hearing conducted by the Board on July 16, 2019; and

WHEREAS, on July 16, 2019, the Board considered the record of the public hearing and the factors set forth in section 190.005(1)(e) of the Act and, upon such review, has determined that granting the Petition for Establishment of Westwood/OCC Community Development District is in the best interest of the County; and

WHEREAS, establishment of the District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services to the subject land and will provide for the orderly growth of unincorporated Orange County.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS FOR ORANGE COUNTY, FLORIDA THAT:

Section 1. Authority. This ordinance is enacted in compliance with and pursuant to the “Uniform Community Development District Act of 1980,” Chapter 190, Florida Statutes.

Section 2. Establishment and District Name. The Petition is hereby granted and there is hereby established a community development district situated entirely within unincorporated Orange County, Florida, which the District shall be known as “Westwood/OCC Community Development District.”

Section 3. External Boundaries of the District. The external boundaries of the District are legally described in Exhibit A, attached hereto and incorporated herein by this reference, the overall parcel containing 20 contiguous acres, more or less. No real property within the external boundaries of the District is to be excluded.

Section 4. Findings of Fact. The Board hereby finds and determines, pursuant to section 190.005(2) of the Act, based on the testimony and evidence presented before it and the record established at the public hearing that:

- a. All statements within the Petition are true and correct.
- b. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the State Comprehensive Plan or the local Comprehensive Plan adopted by the County.
- c. The area of land within the District, described in Exhibit A, is of a sufficient size, is sufficiently compact and is sufficiently contiguous to be developed as one functional interrelated community.
- d. The District provides the best alternative available for delivering community development services and facilities to the area to be served by the proposed District without imposing an additional burden on the general population of the local general-purpose government. The establishment of the District will provide for a more efficient use of resources

without burdening the general body of taxpayers in Orange County with the cost of installing the infrastructure and managing, operating and maintaining the community services and facilities.

e. The community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities. In addition, the establishment of the District will provide an entity capable of making reasonable provisions for the operation and maintenance of the District services and facilities.

f. The area to be served by the proposed District is amenable to separate independent special-district government.

Section 5. Functions and Powers. The District shall have all powers and functions granted by the Act pursuant to sections 190.011 and 190.012(1), Florida Statutes, as amended from time to time, to include the power to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities and basic infrastructure within, and outside of, the boundaries of the District. The District shall not have any zoning or permitting powers governing land development or the use of land. Any debt obligation of the District shall not constitute a debt or financial burden of any local general-purpose government. This Ordinance shall not, and shall not be construed to, expand, modify, or delete any provisions of the Uniform Community Development District Act of 1980 as set forth in Chapter 190, Florida Statutes.

Section 6. Board of Supervisors. The five persons designated to serve as initial members of the District's Board of Supervisors are as follows:

Name: Randall Greene

Name: Rocky Owen

Name: Andrew Gorrill

Name: Dewitt Hold

Name: Tom Franklin

All of the above-listed persons shall serve until their successors are chosen and qualified, as provided in section 190.006, Florida Statutes.

Section 7. Filing Fee. Petitioner has submitted a filing fee of \$12,731.00 with submission of the Petition covering the County's cost of administration and review of the Petition, the sufficiency of which is hereby acknowledged by the County.

Section 8. Interlocal Agreement.

a. *Failure to Adopt Interlocal Agreement.* Failure of the District's Board of Supervisors to adopt the Interlocal Agreement between Orange County and Westwood/OCC Community Development District (the "Interlocal Agreement") in substantially the form attached hereto as Exhibit B within 90 days of the effective date of this Ordinance may result in repeal of this Ordinance by the Board of County Commissioners without further notice. Once approval of the Interlocal Agreement is secured from Orange County and the District, the Interlocal Agreement shall be recorded in the Public Records of Orange County, Florida, at the District's expense, to indicate fulfillment of this obligation and the County will not endeavor to repeal this Ordinance.

b. *Challenges Precluded.* The District shall not initiate any action or proceeding following the effective date of this Ordinance in or with any court of competent jurisdiction or administrative agency the purpose of which is to challenge to the validity of this Ordinance or the Interlocal Agreement.

Section 9. Compliance with Laws and Ordinances. The District shall comply with

the provisions of the Act and all applicable federal, state and local laws, ordinances, statutes, rules and regulations, including the Orange County Comprehensive Plan and all applicable provisions of the Codes and Ordinances of Orange County, Florida.

Section 10. Severability. If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severable and the remaining provisions shall continue in full force and effect, provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

Section 11. Effective Date. This Ordinance shall take effect pursuant to general law.

[CONTINUED ON NEXT PAGE]

ENACTED BY THE BOARD OF COUNTY COMMISSIONERS, ORANGE
COUNTY, FLORIDA this 16th day of July, 2019.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *C. L. Demings*
for Jerry L. Demings
Orange County Mayor

ATTEST: Phil Diamond, County Comptroller
As Clerk of the Board of County Commissioners

By: *Craig A. Stopyna*
for Deputy Clerk

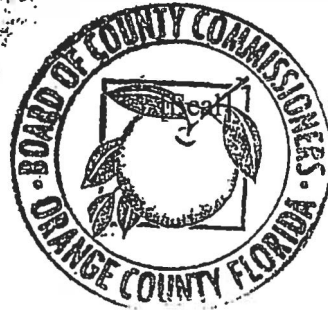


Exhibit A
Legal Description of District Boundaries

WESTWOOD
PART OF LOT 2
CS# 18-134

DESCRIPTION:

The land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

A portion of Lot 2, WESTWOOD, according to the plat thereof, as recorded in Plat Book 20, Pages 132 and 133, Public Records of Orange County, Florida, located in Section 12, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the southeast corner of said Lot 2; said point lying on the westerly right-of-way line of Westwood Boulevard as shown on the plat of WESTWOOD BOULEVARD RIGHT-OF-WAY PHASE II, according to the plat thereof, as recorded in Plat Book 15, Page 80, Public Records of Orange County, Florida; thence run northerly along said westerly right-of-way line, the following two (2) courses and distances; run N 02°45'59" W, a distance of 29.32 feet to a point of curvature of a curve, concave easterly, having a radius of 1003.00 feet and a central angle of 24°47'31"; thence run northerly, along the arc of said curve, a distance of 434.00 feet to the POINT OF BEGINNING; thence run N 88°06'40" W, a distance of 143.93 feet; thence run S 80°58'52" W, a distance of 176.23 feet; thence run S 09°01'18" E, a distance of 68.10 feet to a point on a non-tangent curve, concave northeasterly, having a radius of 353.50 feet and a central angle of 32°28'41"; thence on a chord bearing of N 84°12'05" W, run 200.38 feet along the arc of said curve to the point of tangency thereof; thence run N 67°57'44" W, a distance of 158.76 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 69.50 feet and a central angle of 143°57'34"; thence on a chord bearing of N 67°57'44" W, run 174.62 feet along the arc of said curve to a point; thence run N 67°57'44" W, a distance of 267.53 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 2201.83 feet and a central angle of 03°28'12", said point being on the limited access right-of-way line of Interstate No. 4 and the Beeline Expressway; thence run northerly along said limited access right-of-way line the following three (3) courses and distances; on a chord bearing of N 12°50'40" E, run 133.35 feet along the arc of said curve to the point of compound curvature with a curve, concave southeasterly, having a radius of 1055.92 feet and a central angle of 42°45'44"; thence run northeasterly, along the arc of said curve, a distance of 788.08 feet to the point of compound curvature with a curve, concave southeasterly, having a radius of 2201.83 feet and a central angle of 09°37'04"; thence run northeasterly, along the arc of said curve, a distance of 369.61 feet to a point, thence, departing said limited access right-of-way line, run S 19°25'14" E; a distance of 503.16 feet to a point of curvature of a non-tangent curve, concave southerly, having a radius of 530.00 feet and a central angle of 43°14'08"; thence, on a chord bearing of S 60°52'56" E, run 399.94 feet along the arc of said curve to a point on the aforementioned westerly right-of-way-line of Westwood Boulevard; said point lying on a curve, concave southeasterly, having a radius of 1003.00 feet; thence, on a chord bearing of S 36°22'57" W, run 502.66 feet along the arc of said curve through a central angle of 28°42'51" to the POINT OF BEGINNING.

Containing 20.001 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

**INTERLOCAL AGREEMENT
BETWEEN ORANGE COUNTY, FLORIDA AND
WESTWOOD/OCC COMMUNITY DEVELOPMENT DISTRICT
REGARDING THE EXERCISE OF POWERS
AND COOPERATION ON VARIOUS PROJECTS**

WHEREAS, Florida law permits governmental units to make the most efficient use of their powers by enabling them to cooperate with one another on a basis of mutual advantage through Interlocal Agreements; and

C. *Disclosure.* To ensure that the District is providing disclosure of its existence to potential and actual landowners within the District, the District shall:

(1) If not already recorded by the Petitioner, the District shall record in the Official Records of Orange County a Notice of Establishment in compliance with section 190.0485, Florida Statutes, within thirty (30) days after the effective date of ordinance establishing the District; and

(2) Within thirty (30) days of the levy of any special assessments securing any debt instrument issued by the District, record a Notice of Assessments record in the Official Records of Orange County in substantially the form attached hereto as Exhibit B; and

(3) Within sixty (60) days of the sale of any debt instrument by the District, the levy of any special assessments securing any debt instrument issued by the District, or the maintenance of infrastructure by the District, whichever is earlier, the District shall record a "Disclosure of Public Financing and Maintenance of Improvements" in the Official Records of Orange County as required by section 190.009, Florida Statutes.

D. *Landscaping, Hardscaping, Signage, Irrigation and Lighting.* Absent a separate, written agreement, the County shall not be responsible for the installation, maintenance, repair or replacement of landscaping, hardscaping, signage, irrigation and lighting funded or installed by the District. Instead, the District shall arrange for the installation, maintenance, repair or replacement of landscaping, hardscaping, signage, irrigation and lighting funded or installed by the District in compliance with applicable laws, ordinances and regulations.

E. *Powers.* Unless otherwise expressly provided in this section or the Establishing Ordinance, the Parties agree that the District retains all general powers, rights, obligations, and responsibilities granted or imposed by sections 190.011 and 190.012(1), Florida Statutes.

Section 5. Other Powers. Except as otherwise may be set forth in the ordinance establishing the District, no other special powers pursuant to section 190.012(2), Florida Statutes, shall be conferred on District, without County consent by resolution or ordinance amendment.

Section 6. Limitations on Governmental Liability. Nothing in this Interlocal Agreement shall be deemed a waiver of immunity limits of liability of either the District or the County beyond any statutory limited waiver of immunity or limits of liability contained in section 768.28, Florida Statutes, as amended, or any other statute. Nothing in this Interlocal Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 7. No Third Party Beneficiaries. This Interlocal Agreement is by and between the County and the District and establishes the relationship between these parties. The provisions of this Agreement do not create any rights in any third parties and no such rights should be implied; provided, however, if the district is dissolved by the County, steps will be

taken to honor any contractual rights, if any, of all bond holders and other third parties affected by the repeal.

Section 8. Enforcement. In the event either party is required to enforce this Interlocal Agreement by court proceedings or otherwise, then each party shall be responsible for its own costs incurred, including reasonable attorneys' fees.

Section 9. Negotiation at Arm's Length. This Interlocal Agreement has been negotiated fully between the Parties as an arm's length transaction and with the assistance of legal counsel. Both Parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, both Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either party.

Section 10. Assignment or Transfer. Neither party may assign or transfer its rights or obligations under this Interlocal Agreement to another unit of local government, political subdivision or agency of the State of Florida without the prior written consent of the other party, which consent may not be unreasonably withheld. Except as set forth herein, the District may not transfer its rights or obligations under this Interlocal Agreement to a private party or entity without the prior written consent of the County.

Section 11. Amendment. This Interlocal Agreement shall constitute the entire agreement between the Parties and may be modified in writing only by mutual agreement of both Parties. The Parties agree that this Interlocal Agreement may be amended by resolution of each local government adopting an amendment.

Section 12. Applicable Law. This Interlocal Agreement shall be construed, interpreted and controlled by and in accordance with the laws of the State of Florida and any litigation relating to said Agreement shall be commenced and conducted in the 9th Judicial Circuit serving Orange County or the Middle District, U.S. District Court.

Section 13. Severability. There are certain provisions of this Interlocal Agreement that are vital to the relationship of the District and the County. More specifically, the terms and conditions set forth in Section 4(A) through 4(E) were important to the County and District in making the decision to approve this Interlocal Agreement. Should any material word, sentence, or other provision of these Sections be stricken by a court of competent jurisdiction, the County shall have the right to require renegotiation of that portion of the Interlocal Agreement that has been stricken in order to negotiate mutually acceptable replacement language consistent with the ruling of the court while taking into account the contractual rights of the persons or entities to whom the District is obligated.

Section 14. Effective Date. This Interlocal Agreement shall become effective upon execution by both Parties.

[CONTINUED ON NEXT PAGE]

Orange County, Florida

By: Board of County Commissioners

By: _____

Jerry L. Demings, Mayor

**Attest: Phil Diamond, County Comptroller
As Clerk to the Board of County Commissioners**

[SEAL]

By: _____

**Westwood/OCC Community
Development District**

By: Board of Supervisors

By: _____

Chairperson

Attest:

By: _____

Name: _____

Title: _____

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Containing 20.001 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

Exhibit B
Form of Notice of Assessments

This space reserved for use by the Clerk of
the Circuit Court

This instrument prepared by
and return to:

**NOTICE OF THE IMPOSITION OF SPECIAL ASSESSMENTS
AND GOVERNMENTAL LIEN OF RECORD**

PLEASE TAKE NOTICE that the Board of Supervisors of the Westwood/OCC Community Development District (the "**District**") in accordance with Chapters 170, 190, and 197, Florida Statutes, adopted Resolution Nos. _____, _____, and _____ (the "**Assessment Resolutions**") levying non ad-valorem special assessments constituting a governmental lien on real property within the boundaries of the District that are specially benefitted by the Series _____ Project described in the Report of the District Engineer, ("**Engineer's Report**"). To finance a portion of the costs of the Series _____ Project, the District issued its Westwood/OCC Community Development District _____ Bonds, Series _____ (the "**Bonds**"), which are secured by the non-ad valorem special assessments levied by the Assessment Resolutions. The legal description of the lands on which said non-ad valorem special assessments are imposed is attached to this Notice of the Imposition of Special Assessments and Governmental Lien of Record as **Exhibit A**. A copy of the Engineer's Report and the Assessment Resolutions may be obtained from the registered agent of the District as designated to the Florida Department of Economic Opportunity in accordance with section 189.416, Florida Statutes, or by contacting the District at: Westwood/OCC Community Development District, _____ (____-____-____).

The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, Florida Statutes. Pursuant to section 190.048, Florida Statutes, you are hereby notified that: **THE WESTWOOD/OCC COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

IN WITNESS WHEREOF, this Notice has been executed on the _____ day of _____, 201____, and recorded in the Official Records of Orange County, Florida.

**WESTWOOD/OCC COMMUNITY
DEVELOPMENT DISTRICT**

Witness

Witness

Print Name

Print Name

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by _____, for the Westwood/OCC Community Development District, who [] is personally known to me or [] who has produced _____ as identification and did not take an oath.

Print Name: _____
Notary Public, State of Florida

Commission No.: _____
My Commission Expires: _____

STATE OF FLORIDA)
COUNTY OF ORANGE)

I, Phil Diamond, Clerk of the Board of County Commissioners of Orange County, Florida, hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, adopted by said Board in regular session on the _____ day of _____, 2019, which Ordinance establishes “Westwood/OCC Community Development District.”

WITNESS my hand and the official seal this ____ of _____, 2019.

Clerk of the Board of County Commissioners
Orange County, Florida

[SEAL]

STATE OF FLORIDA DEPARTMENT OF STATE

I, LAUREL M. LEE, Secretary of State of the State of Florida,
do hereby certify that the above and foregoing is a true and correct
copy of Orange County Ordinance No. 2019-10, which was filed in
this office on July 23, 2019, pursuant to the provisions of Section
125.66, Florida Statutes, as shown by the records of this office.



Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
29th day of July, A.D., 2019.

Laurel M. Lee
Secretary of State

DSDE 99 (3/03)