

*Westwood/OCC Community
Development District*

Agenda

September 10, 2019

AGENDA

Westwood/OCC

Community Development District

135 W. Central Blvd., Suite 320, Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

September 3, 2019

Board of Supervisors
Westwood/OCC
Community Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Westwood/OCC Community Development District will be held **Tuesday, September 10, 2019 at 3:00 p.m. at the offices of GMS-CF, LLC, 135 W. Central Blvd., Suite 320, Orlando, FL 32801.** Following is the advance agenda for the meeting:

Landowners' Meeting

1. Determination of Number of Voting Units Represented
2. Call to Order
3. Election of Chairman for the Purpose of Conducting Landowners' Meeting
4. Nominations for the Positions of Supervisors (5)
5. Casting of Ballots
6. Tabulation of Ballots and Announcement of Results
7. Adjournment

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period
3. Organizational Matters
 - A. Administration of Oaths of Office to Newly Elected Supervisors
 - B. Consideration of Resolution 2019-25 Canvassing and Certifying the Results of Landowners' Election
 - C. Election of Officers
 - D. Consideration of Resolution 2019-26 Electing Officers
4. Approval of Minutes of the August 2, 2019 Meeting
5. Consideration of Underwriting Agreement with MBS Capital Markets, LLC
6. Authorization to Re-Issue RFQ for Professional Engineering Services
7. Consideration of Fiscal Year 2019/2020 Budget Funding Agreement
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Consideration of Funding Request #2
9. Supervisor's Requests & Audience Comments
10. Adjournment

Immediately preceding the Board of Supervisors meeting will be a Landowners' meeting of the Westwood/OCC CDD.

The second order of business of the Board of Supervisors is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is the Organizational Matters. Section A is the administration of the Oaths of Office to the newly elected Supervisors. Section B is the consideration of Resolution 2019-25 canvassing and certifying the results of the landowners' election. A copy of the Resolution is enclosed for your review. Section C is the election of officers and Section D is the consideration of Resolution 2019-26 electing officers. A copy of the Resolution is enclosed for your review.

The fourth order of business is the approval of the minutes of the August 2, 2019 meeting. The minutes are enclosed for your review.

The fifth order of business is the consideration of underwriting agreement with MBS Capital Markets, LLC. A copy of the agreement is enclosed for your review.

The sixth order of business is the authorizing to re-issue the RFQ for professional engineering services. A copy of the RFQ is enclosed for your review.

The seventh order of business is the consideration of the Fiscal Year 2019/2020 budget funding agreement. A copy of the agreement is enclosed for your review.

The eighth order of business is Staff Reports. Section 1 of the District's Manager's Report is the consideration of Funding Request #2. A copy of the funding request and supporting invoices are enclosed for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read 'George S. Flint', with a stylized flourish at the end.

George S. Flint
District Manager

Cc: Michael Eckert, District Counsel
John Florio, Interim District Engineer

Enclosures

SECTION III

SECTION A

RESOLUTION 2019-25

A RESOLUTION CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF THE WESTWOOD/OCC COMMUNITY DEVELOPMENT DISTRICT HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES

WHEREAS, pursuant to Section 190.006(2), Florida Statute, a landowners' meeting is required to be held within 90 days of the District's creation and every two years following the creation of a Community Development District for the purpose of electing five (5) supervisors for the District; and

WHEREAS, following proper notice of once a week for 2 consecutive weeks in a newspaper of general circulation in the area of the District, the last day of such publication to be not fewer than 14 days or more than 28 days before the date of the election, such landowners meeting was held on **September 10, 2019**, at which the below-recited persons were duly elected by virtue of the votes cast in their respective favor; and

WHEREAS, the Board of Supervisors by means of this Resolution desire to canvas the votes and declare and certify the results of said election;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WESTWOOD/OCC COMMUNITY DEVELOPMENT DISTRICT:

1. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as follows:

<u>Supervisor</u>	<u># of Votes</u>	<u>Terms</u>
_____	_____	4 Year Term
_____	_____	4 Year Term
_____	_____	2 Year Term
_____	_____	2 Year Term
_____	_____	2 Year Term

2. The terms of office shall commence immediately upon the adoption of this Resolution:

Adopted this 10th day of September, 2019.

Secretary/ Assistant Secretary

Chairman/Vice Chairman

SECTION D

RESOLUTION 2019-26

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
WESTWOOD/OCC COMMUNITY DEVELOPMENT DISTRICT
ELECTING THE OFFICERS OF THE DISTRICT AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Westwood/OCC Community Development District (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE WESTWOOD/OCC COMMUNITY
DEVELOPMENT DISTRICT:**

Section 1. _____ is elected Chairperson.

Section 2. _____ is elected Vice-Chairperson.

Section 3. _____ is elected Secretary.

Section 4. _____ is elected Assistant Secretary.
_____ is elected Assistant Secretary.
_____ is elected Assistant Secretary.
_____ is elected Assistant Secretary.

Section 5. _____ is elected Treasurer.

Section 6. _____ is elected Assistant Treasurer.

Section 7. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 10th day of September, 2019.

ATTEST:

**WESTWOOD/OCC COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

MINUTES

MINUTES OF MEETING
WESTWOOD/OCC
COMMUNITY DEVELOPMENT DISTRICT

An organizational meeting of the Board of Supervisors of the Westwood/OCC Community Development District was held Friday, August 2, 2019 at 12:30 p.m. at the Offices of GMS-CF, LLC 135 W. Central Blvd., Suite 320, Orlando, Florida.

Present and constituting a quorum were:

Duane Owen	Vice Chairman
Dutch Holt	Assistant Secretary by phone
Andrew Gorrill	Assistant Secretary
Tom Franklin	Assistant Secretary

Also present were:

George Flint	District Manager
Michael Eckert	District Counsel

FIRST ORDER OF BUSINESS

Introduction

A. Call to Order

Mr. Flint called the meeting to order and called the roll.

B. Public Comment Period

There being none, the next item followed.

C. Oath of Office

Mr. Flint: We need to administer the Oaths of Office to the Board members in attendance. Mr. Gorrill, Mr. Owen, and Mr. Franklin, as citizens of the State of Florida and of the United States of America, and as an officer of the Westwood/OCC Community Development District, and as a recipient of public funds as such officer, do you hereby solemnly swear or affirm that you will support the Constitution of the United States and of the State of Florida?

Mr. Gorrill: I do.

Mr. Owen: I do.

Mr. Franklin: I do.

Mr. Flint: Thank you. I know you three are currently Board members on other CDD's, so I won't provide you with a financial disclosure form since you've already filed those. When you file your renewal, you will need to indicate this District as well.

SECOND ORDER OF BUSINESS

Organizational Matters

A. Confirmation of Notice of Meeting

Mr. Flint: This meeting was advertised in the newspaper and the affidavit of publication is included in your agenda package.

B. Information on Community Development Districts and Public Official Responsibilities and Florida Statutes Chapter 190

Mr. Flint: Since the three of you are Board members for other districts, I don't know that we need to spend a lot of time on this. Mike, do you agree?

Mr. Eckert: I'm happy to answer any questions, but you guys know about the Sunshine Law and Public Records Law.

C. Election of Officers

1. Consideration of Resolution 2019-01 Designating Officers

Mr. Flint: The Chairman and Vice Chairman are required to be Board members; the other officers can be Board members or not. The District Manager is usually Secretary and there is a separate resolution for the Treasurer.

On MOTION by Mr. Gorrill seconded by Mr. Franklin with all in favor Resolution 2019-01 Designating Randall Greene as Chairman, Duane Owen as Vice Chairman, Dutch Holt, Andrew Gorrill, and Tom Franklin as Assistant Secretaries, and Mr. Flint as Secretary, was approved.

2. Consideration of Resolution 2019-02 Designating Treasurer & Assistant Treasurer

Mr. Flint: Typically the District accountant, Ariel Lovera, serves as the Treasurer. You don't necessarily need an Assistant Treasurer so you can leave that blank if you want to.

On MOTION by Mr. Gorrill seconded by Mr. Franklin with all in favor Resolution 2019-02 Designating Ariel Lovera as Treasurer, was approved.

D. Consideration of Interlocal Agreement with Orange County

Mr. Eckert: Any time that we have established a Community Development District in Orange County, they have required us to enter into an Interlocal Agreement with the County at the first Board meeting. Essentially, that agreement is designed so that the County has some assurances and protections in terms of what the District is going to do or not going to do. If you look at section 4 of the agreement, I am going to go through that. First, we have to state when the District was established that we anticipated our bond validation debt not to exceed \$80,000,000. That was based on the construction cost estimates that were in the petition to establish the District plus a gross sum for financing costs. At this point in time, I don't anticipate we will issue \$80,000,000 but it gives us the authority to ask the court to validate that amount. Secondly, 4B, that acknowledges that the district is not going to levy the assessments on residential product. Third, Section C, these disclosures are all things we do anyways in terms of Notice of Establishment. That has already been done and filed. There's a Notice of Assessments, that will be done after we levy assessments. Then there is a Disclosure of Public Financing which we will record within the property record. So anybody who buys property within the District will be on notice that there is a District there. Section D says that we will be responsible for Landscaping, Hardscaping, Signage, Irrigation, and Lighting that we put on the property, and they will not be responsible for that. If you have any questions, I would be happy to answer them.

On MOTION by Mr. Franklin seconded by Mr. Owen with all in favor, the Interlocal Agreement with Orange County, was approved.

On MOTION by Mr. Franklin seconded by Mr. Gorrill with all in favor, Authorization of the Vice Chairman to sign the Interlocal Agreement with Orange County, was approved.

THIRD ORDER OF BUSINESS

Retention of District Staff

A. Consideration of Contract for District Management Services

1. Resolution 2019-03 Appointing District Manager

Mr. Flint: Resolution 2019-03 appoints Governmental Management Services - CF, LLC as District Manager. Exhibit A to the resolution is the proposed contract.

On MOTION by Mr. Franklin seconded by Mr. Gorrill with all in favor, Resolution 2019-03 Appointing Governmental Management Services - CF, LLC as District Manager, was approved.

B. Consideration of Appointment of District Counsel

1. Resolution 2019-04 Appointing District Counsel

Mr. Flint: Resolution 2019-04 appoints Hopping Green & Sams as District Counsel.

Mr. Eckert: Thank you for considering us. We did assist the developer by way of disclosure and establishing the District through Orange County. Michelle Rigoni, my colleague, also assisted in that and I anticipate that she would be assisting in the District matters. We have about 215 throughout the state that we serve as general counsel for. We would love to work with this District as well.

On MOTION by Mr. Franklin seconded by Mr. Gorrill with all in favor, Resolution 2019-04 Appointing Hopping Green & Sams as District Counsel, was approved.

C. Consideration of Resolution 2019-05 Selecting Registered Agent and Office

Mr. Flint: Resolution 2019-05 recommends Mike Eckert be designated as the registered agent and their office in Tallahassee as the registered office. This is primarily for purposes of receiving official correspondence from the State.

Mr. Eckert: If we do get contacted by somebody that George's office is more appropriate to handle, we immediately refer it to George.

On MOTION by Mr. Franklin seconded by Mr. Owen with all in favor, Resolution 2019-05 Selecting Mike Eckert and his Office as the Registered Agent and Office, was approved.

D. Request Authorization to Issue RFQ for Engineering Services

1. Resolution 2019-06 Appointing Interim District Engineer

Mr. Flint: Under the Florida Statutes, Engineering services fall under a section called the Consultants Competitive Negotiation Act which requires the Board to bid the services out as an

RFQ. You cannot consider price, you make the selection based on qualifications. This resolution authorizes staff to advertise the bid document in your agenda package. When we receive those responses they will be brought back to you at a future meeting for consideration. You do have the ability to appoint an interim District Engineer if needed while we are going through the bidding process. Donald W. McIntosh Associates, Inc. would be the Interim District Engineer. This would be in place while we are going through the Consultants Competitive Negotiation Act.

Mr. Eckert: The form of the agreement was provided by my office and we have used it in multiple CDD's.

Mr. Flint: The hourly rate schedule is attached.

On MOTION by Mr. Franklin seconded by Mr. Owen with all in favor, Authorization to Issue RFQ for Engineering Services, was approved.

On MOTION by Mr. Franklin seconded by Mr. Owen with all in favor, Resolution 22019-06 Appointing Donald W. McIntosh Associates, Inc. as Interim District Engineer, was approved.

FOURTH ORDER OF BUSINESS

Designation of Meetings and Hearing Dates

A. Consideration of Resolution 2019-07, Designation of Regular Monthly Meeting Date, Time and Location for Fiscal Years 2019-2020

Mr. Flint: Initially, we typically suggest you set monthly meetings. You don't have to meet if there is no business, and if we find it is not necessary to meet monthly in the future you can modify it. Normally at the earlier stages of a CDD when you are going through financing you may need to meet more often than otherwise. We are suggested the second Tuesday of each month at 3:00 p.m. in this location. Does anyone on the Board have any issues with that day? Hearing none, I would ask for a motion to approve Resolution 2019-07.

On MOTION by Mr. Franklin seconded by Mr. Owen with all in favor, Resolution 2019-07, Designating the Second Tuesday of each Month at 3:00 p.m. at the Offices of GMS-CF, LLC, 135 W. Central Blvd., Suite 320, Orlando, FL 32801 was approved.

B. Consideration of Resolution 2019-08, Designation of Landowner's Meeting Date, Time and Location

Mr. Eckert: We will not be meeting the second Tuesday of August, but we will need to meet in September to hold the Landowner's Election.

Mr. Flint: Within 90 days of formation of the CDD we have to hold another Landowner Election. The second Tuesday of September would be the 10th at 3:00 p.m. in this location.

On MOTION by Mr. Franklin seconded by Mr. Owen with all in favor, Resolution 2019-08, Designating September 10, 2019 at 3:00 p.m., at the Offices of GMS-CF, LLC as the Landowner's Meeting Date, Time and Place was approved.

C. Designation of Date of Public Hearing to Adopt Rules of Procedure in accordance with Section 120.54, Florida Statutes

Mr. Flint: There's a 28 and 29 day notice required for the Rules of Procedure. Resolution 2019-09 sets the hearing on October 8th at 3:00 p.m. in this location. District Counsel has prepared a recommended form of the Rules of Procedure which are attached to that.

Mr. Eckert: We had to incorporate the changes the legislature made, and we just internally agreed on those. Those will be rolled out to all the district managers in the next few weeks. The next version might be a little different due to that.

1. Consideration of Resolution 2019-09 Setting a Public Hearing to Consider the Proposed Rules of the District

On MOTION by Mr. Gorrill seconded by Mr. Franklin with all in favor, Resolution 2019-09 Setting October 8, 2019 at 3:00 p.m., at the Offices of GMS-CF, LLC as the Public Hearing to Consider Proposed Rules of the District was approved.

D. Designation of Dates of Public Hearing on the Budget for Fiscal Years 2019 & 2020

Mr. Flint: We are currently in the 2019 fiscal year until September 30th. We should probably make these for October, in case the Board decides not to meet in September.

1. Consideration of Resolution 2019-10 Setting the Public Hearing and Approving the Proposed Fiscal Year 2019 Budget

On MOTION by Mr. Franklin seconded by Mr. Owen with all in favor, Resolution 2019-10 Setting October 8, 2019 at 3:00 p.m., at the Offices of GMS-CF, LLC as the Public Hearing to Approve the Proposed Fiscal Year 2019 Budget, was approved.

2. Consideration of Resolution 2019-11 Setting the Public Hearing and Approving the Proposed Fiscal Year 2020 Budget

On MOTION by Mr. Franklin seconded by Mr. Owen with all in favor, Resolution 2019-11 Setting October 8, 2019 at 3:00 p.m., at the Offices of GMS-CF, LLC as the Public Hearing to Approve the Proposed Fiscal Year 2020 Budget, was approved.

3. Approval of the Fiscal Year 2018-2019 Developer Funding Agreement

Mr. Flint: We have a developer funding agreement and will place that on the public hearing for October 8th as well. There will be a funding agreement for Fiscal Year 2020 as well.

Mr. Eckert: In the beginning of a District, before you have it developed and have different property owners, typically the developer would prefer to fund the actual expenses of the District rather than fund what the budgeted amounts are. Rather than levy assessments, we do a funding agreement with the developer. It's typical for CDD's.

Mr. Flint: It's a two-party agreement, so the developer will need to review it and execute it as well.

On MOTION by Mr. Franklin seconded by Mr. Owen with all in favor, the Fiscal Year 2018-2019 Developer Funding Agreement, was approved.

E. Consideration of Resolution 2019-12, Designation of Date of the Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non Ad Valorem Assessments in accordance with Section 197.3632, Florida Statutes

Mr. Flint: This sets the date for the Board to hold a public hearing to express the intent to use the Uniform Method of Collection. This allows the District to use the tax bill for collecting Operating & Maintenance and Debt Service Assessments. We are suggesting you set the public hearing for October 8th at 3:00 as well.

On MOTION by Mr. Franklin seconded by Mr. Owen with all in favor, Resolution 2019-12 Designating October 8, 2019 at 3:00 p.m., at the Offices of GMS-CF, LLC as the Date of the Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non Ad Valorem Assessments in accordance with Section 197.3632, Florida Statutes, was approved.

FIFTH ORDER OF BUSINESS

Other Organizational Matters

A. Consideration of Resolution 2019-13, Selection of District Depository

Mr. Flint: Our recommendation would be that SunTrust Bank be designated as the District Depository.

Mr. Owen: Do we need to make a note that they will be changing their name?

Mr. Eckert: Yes, let's just say SunTrust and its successor.

On MOTION by Mr. Franklin seconded by Mr. Owen with all in favor, Resolution 2019-13 Selecting SunTrust and its Successor as the District Depository, was approved.

B. Consideration of Resolution 2019-14, Authorization of Bank Account Signatories

Mr. Flint: Normally the District Manager or Secretary and Treasurer are the signors. In this case, it would be myself and Ariel Lovera appointed as signors.

On MOTION by Mr. Franklin seconded by Mr. Gorrill with all in favor, Resolution 2019-14 Authorizing Mr. Flint and Mr. Lovera as Bank Account Signatories, was approved.

C. Consideration of Resolution 2019-15 Relating to Defense of Board Members

Mr. Eckert: This resolution provides that the District will defend the Board members in the event that they would be sued for their performance of their duty as Board members. The resolution says as long as you are not acting outside the scope of what you are supposed to be doing, or for personal benefit, then the District will provide a defense for you. We have a provision in the Florida Statutes which provides sovereign immunity that extends to Board members.

On MOTION by Mr. Franklin seconded by Mr. Owen with all in favor, Resolution 2019-15 Relating to Defense of Board Members, was approved.

D. Consideration of Resolution 2019-16 Authorization for District Counsel to Record in the Property Records of Orange County the "Notice of Establishment" in accordance with Chapter 190.0485, Florida Statutes

Mr. Flint: The District is required to file a Notice of Establishment within so many days of the creation of the District. It is my understanding that they have already recorded that notice, so you would be ratifying that action by adopting this resolution.

On MOTION by Mr. Franklin seconded by Mr. Owen with all in favor, Resolution 2019-16 Ratifying Action of District Counsel to Record in the Property Records of Orange County the "Notice of Establishment" in accordance with Chapter 190.0485, Florida Statutes, was approved.

E. Consideration of Resolution 2019-17 Adopting Investment Guidelines

Mr. Flint: The District is required to adopt an investment policy. Our recommendation is you approve the Alternative Investment Guidelines. They are in Section 218.415 of the Florida Statutes. This policy limits the districts investments to the 4 types that are listed.

On MOTION by Mr. Owen seconded by Mr. Gorrill with all in favor, Resolution 2019-17 Adopting Investment Guidelines, was approved.

F. Consideration of Resolution 2019-18 Authorizing Execution of Public Depositor Report

Mr. Flint: Are there any questions? If not I would ask for a motion to approve.

On MOTION by Mr. Franklin seconded by Mr. Owen with all in favor, Resolution 2019-18 Authorizing Execution of Public Depositor Report, was approved.

G. Consideration of Resolution 2019-19 Designating a Policy for Public Comment

Mr. Flint: A couple years ago there was a change in legislation that requires government entities to take public comment before they take action. This policy has been prepared by Hopping Green & Sams. It also provides for public decorum policy in the event we have people that may get excited. Are there any questions on the policy?

On MOTION by Mr. Franklin seconded by Mr. Gorrill with all in favor, Resolution 2019-19 Designating a Policy for Public Comment, was approved.

H. Consideration of Resolution 2019-20 Adopting a Travel and Reimbursement Policy

Mr. Flint: This mirrors the statutory requirements as far as reimbursement amounts for incidental expenses and mileage.

On MOTION by Mr. Franklin seconded by Mr. Owen with all in favor, Resolution 2019-20 Adopting a Travel and Reimbursement Policy, was approved.

I. Consideration of Resolution 2019-21 Adopting a Records Retention Policy

Mr. Flint: There is a retention policy laid out by the state that you can follow. It would allow us to dispose of some records depending on the type of record after a certain period. The other approach would be to adopt a policy that indicates the District will keep copies of all records. Our preference early on is to adopt the policy saying you will keep all the records. At some point in the future you can amend that policy.

On MOTION by Mr. Franklin seconded by Mr. Gorrill with all in favor, Resolution 2019-21 Adopting Option 2 Records Retention Policy, was approved.

J. Consideration of Compensation to Board Members

Mr. Flint: Under 190 Board members are entitled to \$200 a meeting for a maximum of \$4,800 a year. You have the option to waive that.

Mr. Eckert: It's not a Board policy issue, it's an individual choice. Each Board member would say whether they will elect compensation or waive compensation.

Mr. Franklin: Elect compensation.

Mr. Owen: Elect compensation.

Mr. Gorrill: Elect compensation.

K. Consideration of Resolution 2019-22 Selecting District Records Office Within Orange County

Mr. Flint: Our recommendation would be that you designate this location as the Local Records Office.

On MOTION by Mr. Franklin seconded by Mr. Gorrill with all in favor, Resolution 2019-22 Selecting the Offices of GMS-CF, LLC at 135 W. Central Blvd., Suite 320, Orlando, FL 32801 as the District Records Office Within Orange County, was approved.

L. Consideration of Resolution 2019-23 Designating Primary Administrative Office and Principal Headquarters of the District

Mr. Flint: We would also recommend this location as the Primary Administrative Office and Principal Headquarters of the District.

On MOTION by Mr. Gorrill seconded by Mr. Franklin with all in favor, Resolution 2019-23 Designating the Offices of GMS-CF, LLC at 135 W. Central Blvd., Suite 320, Orlando, FL 32801 as the Primary Administrative Office and Principal Headquarter of the District, was approved.

M. Consideration of Website Services Agreement

Mr. Flint: We have a proposal from VGlobalTech in your agenda. There have been some focus on ADA compliance regarding websites that has changed how we approach the district websites. The proposal totals \$2,375 to create the website.

On MOTION by Mr. Franklin seconded by Mr. Owen with all in favor, the Website Services Agreement with VGlobalTech, was approved.

N. Authorization to Prepare Public Facilities Report in Accordance with Chapter 189.08 Florida Statutes to Coincide with Special District Filing Date of August 1st for Orange County

Mr. Flint: This authorizes staff to prepare the report.

On MOTION by Mr. Owen seconded by Mr. Gorrill with all in favor, Authorization to Prepare Public Facilities Report in Accordance with Chapter 189.08 Florida Statutes to Coincide with Special District Filing Date of August 1st for Orange County, was approved.

O. Consideration of Resolution 2019-24 Adopting Prompt Payment Act Policies and Procedures

Mr. Eckert: As a government entity, you are required to pay people in a timely manner and that is set forth in the statute. If there is a dispute, there is a process that you have to follow as well. This resolution simply adopts those policies and procedures that our office has drafted.

On MOTION by Mr. Franklin seconded by Mr. Gorrill with all in favor, Resolution 2019-24 Adopting Prompt Payment Act Policies and Procedures, was approved.

SIXTH ORDER OF BUSINESS

Other Business

A. Staff Reports

1. Attorney

Mr. Eckert: We anticipate that there is going to be significant amount of activity in the legislature because of Amendment 12. We will be actively monitoring that and reporting back to the Board when we have more information on that.

2. Manager

Mr. Flint: I don't have anything further.

B. Supervisor's Requests

There being none, the next item followed.

C. Approval of Funding Request No. 1

Mr. Flint: In order to get money to bind the insurance and fund the legal advertising and website, we are proposing a funding request No. 1 of \$13,750.

On MOTION by Mr. Franklin seconded by Mr. Owen with all in favor, Funding Request No. 1 totaling \$13,750, was approved.

SEVENTH ORDER OF BUSINESS

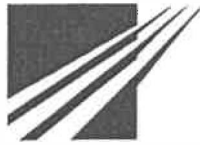
Adjournment

On MOTION by Mr. Owen, seconded by Mr. Franklin, with all in favor, the meeting was adjourned at 1:14 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V



MBS CAPITAL MARKETS, LLC

AGREEMENT FOR UNDERWRITING SERVICES WESTWOOD COMMUNITY DEVELOPMENT DISTRICT

August 6, 2019

Board of Supervisors
Westwood Community Development District

Dear Supervisors:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this agreement (the "Agreement") with the Westwood Community Development District (the "District") which, upon your acceptance of this offer, will be binding upon the District and the Underwriter. The District is proposing to issue one or more series of bonds (the "Bonds") to acquire and/or construct certain public infrastructure improvements including its Series 2019 Bonds to acquire and/or construct the initial phases of public infrastructure for the District that may include, without limitation, roads, water, sewer and storm water management improvements. This Agreement will cover the engagement for the Series 2019 Bonds and will be supplemented for future bond issuances.

1. **Scope of Services:** The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.

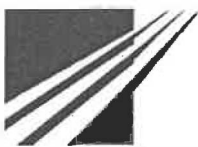
- Advice regarding the structure, timing, terms, and other similar matters concerning the particular municipal securities described above.
- Preparation of rating strategies and presentations related to the issue being underwritten.
- Preparations for and assistance with investor "road shows," if any, and investor discussions related to the issue being underwritten.
- Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
- Assistance in the preparation of the Preliminary Official Statement, if any, and the Final Official Statement.
- Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.

Member: FINRA/SIPC

4890 WEST KENNEDY BLVD. SUITE 940
TAMPA, FLORIDA 33609
PHONE: 813.281.2700

152 LINCOLN AVENUE
WINTER PARK, FLORIDA 32789
PHONE: 407.622.0130

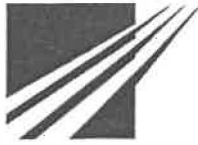
1005 BRADFORD WAY
KINGSTON, TENNESSEE 37763
PHONE: 865.717.0303



MBS CAPITAL MARKETS, LLC

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- Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
 - Preparation of post-sale reports for the issue, if any.
 - Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.
2. **Fees:** The Underwriter will be responsible for its own out-of-pocket expenses other than the fees and disbursements of underwriter's or disclosure counsel which fees shall be paid from the proceeds of the Bonds. Any fees payable to the Underwriter will be contingent upon the successful sale and delivery or placement of the Bonds. The underwriting fee for the sale or placement of the Bonds will be the greater of 2% of the par amount of Bonds issued or \$50,000.
 3. **Termination:** Both the District and the Underwriter will have the right to terminate this Agreement without cause upon 90 days written notice to the non-terminating party.
 4. **Purchase Contract:** At or before such time as the District gives its final authorization for the Bonds, the Underwriter and its counsel will deliver to the District a purchase or placement contract (the "Purchase Contract") detailing the terms of the Bonds.
 5. **Notice of Meetings:** The District shall provide timely notice to the Underwriter for all regular and special meetings of the District. The District will provide, in writing, to the Underwriter, at least one week prior to any meeting, except in the case of an emergency meeting for which the notice time shall be the same as that required by law for the meeting itself, of matters and items for which it desires the Underwriter's input.
 6. **Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17:** The Municipal Securities Rulemaking Board's Rule G-17 requires underwriters to make certain disclosures to issuers in connection with the issuance of municipal securities. Those disclosures are attached hereto as "Exhibit A." By execution of this Agreement, you are acknowledging receipt of the same.



MBS CAPITAL MARKETS, LLC

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This Agreement shall be effective upon your acceptance hereof and shall remain effective until such time as the Agreement has been terminated in accordance with Section 3 hereof.

By execution of this Agreement, you are acknowledging receipt of the MSRB Rule G-17 required disclosures attached hereto as Exhibit A.

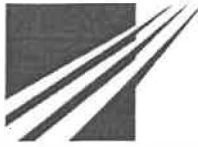
Sincerely,
MBS Capital Markets, LLC

Brett Sealy
Managing Partner

Approved and Accepted By:

Title:

Date:



MBS CAPITAL MARKETS, LLC

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EXHIBIT A

Disclosures Concerning the Underwriter's Role

- (i) Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
- (ii) The Underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the District and it has financial and other interests that differ from those of the District;
- (iii) Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the District without regard to its own financial or other interests;
- (iv) The Underwriter has a duty to purchase securities from the District at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
- (v) The Underwriter will review the official statement for the District's securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

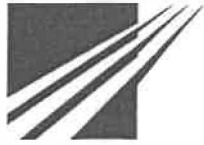
Disclosure Concerning the Underwriter's Compensation

Underwriter's compensation that is contingent on the closing of a transaction or the size of a transaction presents a conflict of interest, because it may cause the Underwriter to recommend a transaction that it is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest

Payments to or from Third Parties. There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.

Profit-Sharing with Investors. There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the



MBS CAPITAL MARKETS, LLC

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delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

Credit Default Swaps. There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

Retail Order Periods. For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

Dealer Payments to District Personnel. Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

SECTION VI

REQUEST FOR QUALIFICATIONS ("RFQ") FOR ENGINEERING SERVICES FOR THE WESTWOOD/OCC COMMUNITY DEVELOPMENT DISTRICT

The Westwood/OCC Community Development District ("**District**"), located in Orange County, Florida, announces that professional engineering services will be required on a continuing basis for the District. The engineering firm selected will act in the general capacity of District Engineer and, if so authorized, may provide general engineering services as well as engineering services on an ongoing basis and for the design and construction administration associated with the District's capital improvement plan. The District may select one or more engineering firms to provide engineering services on an ongoing basis.

Any firm or individual ("**Applicant**") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("**Qualification Statement**") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with Orange County; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, *Florida Statutes* ("**CCNA**"). All Applicants must submit one (1) original copy and one (1) electronic copy of Standard Form No. 330 and Qualification Statement by **12:00 p.m. on _____** and to the attention of Governmental Management Services – Central Florida, LLC, c/o George Flint, 135 West Central Boulevard, Suite 320, Orlando, Florida 32801; Ph: (407) 841-5524 ("**District Manager's Office**").

The Board of Supervisors shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager's Office, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant. The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager's Office, must be filed in writing with the District Manager's Office, within seventy-two (72) hours after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a

notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00).

Any and all questions relative to this RFQ shall be directed in writing by e-mail only to George Flint at gflint@gmscfl.com with e-mail copy to Mike Eckert at michaele@hgslaw.com.

George S. Flint
District Manager

**WESTWOOD/OCC
COMMUNITY DEVELOPMENT DISTRICT
DISTRICT ENGINEER REQUEST FOR QUALIFICATIONS
COMPETITIVE SELECTION CRITERIA**

1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Consultant's Past Performance (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation of respondent; etc.

3) Geographic Location (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

4) Willingness to Meet Time and Budget Requirements (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

5) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

6) Recent, Current and Projected Workloads (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

7) Volume of Work Previously Awarded to Consultant by District (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

SECTION VII

**WESTWOOD/OCC COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2019/2020 BUDGET FUNDING AGREEMENT**

THIS AGREEMENT (this "Agreement") is made and entered into this 8th day of October, 2019, with an effective date of October 1, 2019, by and between:

WESTWOOD/OCC COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 135 West Central Boulevard, Suite 320, Orlando, Florida 32801 (the "District"), and

DCS REAL ESTATE INVESTMENTS VI, LLC, a Florida limited liability company, with a mailing address of 505 South Flagler Drive, Suite 900, West Palm Beach, Florida 33401 ("Developer").

RECITALS

WHEREAS, the District was established by Ordinance No. 2019-10, adopted by the County Commission of Orange County, Florida, effective as of July 23, 2019, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently owns and/or is developing portions of all real property described in **Exhibit A**, attached hereto and incorporated herein by reference ("Property") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the fiscal year 2019/2020, which fiscal year 2019/2020 commenced on October 1, 2019, and concludes on September 30, 2020 ("Fiscal Year 2019/2020 Budget"); and

WHEREAS, the Fiscal Year 2019/2020 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Fiscal Year 2019/2020 Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**; and

WHEREAS, Developer agrees that the District activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

WHEREAS, Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

WHEREAS, Developer and the District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RECITALS. The recitals stated above are true and correct and by this reference is incorporated herein as a material part of this Agreement.

2. FUNDING. Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the Fiscal Year 2019/2020 Budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the District's Fiscal Year 2019/2020 Budget as shown on **Exhibit B** to be adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. These payments are made by Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

3. CONTINUING LIEN. District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for Fiscal Year 2019/2020 Budget" in the public records of Orange County, Florida ("County"), stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for Fiscal Year 2019/2020 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement or may foreclose the lien against the Property in any manner authorized by law. The District

may partially release any filed lien for portions of the Property subject to a plat if and when the Developer has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any of the Property described in **Exhibit A** after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Developer.

4. ALTERNATIVE COLLECTION METHODS. This Section provides for alternative methods of collection. In the event Developer fails to make payments due to the District pursuant to this Agreement, and the District first provides Developer with written notice of the delinquency to the address identified in this Agreement and such delinquency is not cured within five (5) business days of the notice, then the District shall have the following remedies:

a. In the alternative or in addition to the collection method set forth in Section 2 above, the District may enforce the collection of funds due under this Agreement by action against Developer in the appropriate judicial forum in and for the County. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. Developer agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative, or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to levy and certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Orange County property appraiser. Developer hereby waives and/or relinquishes any rights it may have to challenge, object to or otherwise fail to pay such assessments if imposed, as well as the means of collection thereof.

5. AGREEMENT; AMENDMENTS. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

6. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the

requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

7. ASSIGNMENT. Neither the District nor Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other, which consent shall not be unreasonably withheld, conditioned or delayed.

8. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 4 above.

9. THIRD PARTY RIGHTS; TRANSFER OF PROPERTY. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

10. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties agree and consent to, for the purposes of venue, the exclusive jurisdiction of the appropriate courts, in and for Orange County, Florida.

11. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

12. EFFECTIVE DATE. This Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

[Signatures on next page]

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

ATTEST:

**WESTWOOD/OCC COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

**DCS REAL ESTATE INVESTMENTS
VI, LLC**, a Florida limited liability
company

By: DCS Investment Holdings GP, LLC
Its: Manager

Print Name: _____

Paul E. Simonson, Manager

Exhibit A: Property Description

Exhibit B: Fiscal Year 2019-2020 Budget

Exhibit A
Property Description

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.

Exhibit B
Fiscal Year 2019-2020 Budget

[see attached]

SECTION VIII

SECTION C

SECTION 1

Westwood/OCC

Community Development District

FY19 Funding Request#2

August 31, 2019

Payee		General Fund	
1	Governmental Management Services-CF, LLC Inv# 1 - Management Fees - August 2019	\$	2,916.67
2	Supervisor Fees August 2, 2019		
	Andrew Gorrill	\$	215.30
	Thomas Franklin	\$	215.30
	Duane Owen	\$	215.30
Total:		\$	3,562.57

Please make check payable to:

Westwood/OCC Community Development District

1408 Hamlin Avenue, Unit E

St.Cloud, FL 34771

GMS-Central Florida, LLC

1001 Bradford Way
Kingston TN 37763

Invoice**Invoice #:** 1**Invoice Date:** 8/1/19**Due Date:** 8/1/19**Case:****P.O. Number:****Bill To:**

Westwood OCC CDD

Description	Hours/Qty	Rate	Amount
Management Fees - August 2019		2,916.67	2,916.67
Total			\$2,916.67
Payments/Credits			\$0.00
Balance Due			\$2,916.67