Westwood/OCC Community Development District

Agenda

June 9, 2020

AGENDA

Westwood/OCC
Community Development District

219 E. Livingston Street, Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

June 2, 2020

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, June 9, 2020 at 10:00 a.m. via Zoom: https://zoom.us/j/93051447150**. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the October 8, 2019 Meeting
4. Ratification of Agreement with Dewberry for Professional Engineering Services
5. Consideration of Work Authorization #1 with Dewberry
6. Consideration of Resolution 2020-05 Adopting an Internal Controls Policy
7. Consideration of Resolution 2020-06 Approving the Proposed Fiscal Year 2021 Budget and Setting a Public Hearing
8. Staff Reports
    - A. Attorney
    - B. Engineer
    - C. District Manager's Report
        - i. Balance Sheet and Income Statement
        - ii. Ratification of Funding Requests #1 - #8
        - iii. Presentation of Number of Registered Voters - 0
9. Supervisor's Requests & Audience Comments
10. Adjournment

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 approval of the minutes of the October 8, 2019 meeting. The minutes are enclosed for your review.

The fourth order of business is the ratification of agreement with Dewberry for professional engineering services. A copy of the agreement is enclosed for your review.

The fifth order of business is the consideration of Work Authorization #1 with Dewberry to provide professional engineering services in accordance with their agreement. A copy of the Work Authorization is enclosed for your review.

The seventh order of business is the consideration of Resolution 2020-05 adopting an internal controls policy. A copy of the Resolution is enclosed for your review.

The eighth order of business is the consideration of Resolution 2020-06 approving the proposed Fiscal Year 2021 budget and setting a public hearing. Once approved the proposed budget will be transmitted to the governing authorities at least 60 days prior to the final budget hearing. A copy of the Resolution and proposed budget are enclosed for your review.

The ninth order of business is Staff Reports. Section 1 of the District's Manager's Report includes the balance sheet and income statement for review and Section 2 is the ratification of Funding Requests #1 - #8. The funding requests and supporting invoices are enclosed for your review. Section 3 is the presentation of the number of registered voters within the boundaries of the District.

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

Sincerely,

George S. Flint
District Manager

Cc: Michael Eckert, District Counsel
Michelle Rigoni, District Counsel
Rey Malave, District Engineer
Ken Artin, Bond Counsel
Brett Sealy, Underwriter

Enclosures

MINUTES

MINUTES OF MEETING
WESTWOOD/OCC
COMMUNITY DEVELOPMENT DISTRICT

The Regular meeting of the Board of Supervisors of the Westwood/OCC Community Development District was held Tuesday, October 8, 2019 at 3:05 p.m. at the Offices of GMS-CF, LLC 135 W. Central Blvd., Suite 320, Orlando, Florida.

Present and constituting a quorum were:

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

Also present were:

George Flint	District Manager
Michelle Rigoni	District Counsel by phone

FIRST ORDER OF BUSINESS **Roll Call**

Mr. Flint called roll and a quorum was present.

SECOND ORDER OF BUSNESS **Public Comment Period**

Mr. Flint: For the record there are no members of the public here to provide comment.

THIRD ORDER OF BUSINESS **Approval of Minutes of the September 10, 2019 Board of Supervisors Meeting and Acceptance of Minutes of the September 10, 2019 Landowners' Meeting**

Mr. Flint: Did the Board have any comments on either of those meeting minutes? Hearing none,

> On MOTION by Mr. Holt seconded by Mr. Greene with all in favor, the Minutes of the September 10, 2019 Board of Supervisors Meeting were approved and the Minutes of the September 10, 2019 Landowners' Meeting were accepted.

FOURTH ORDER OF BUSINESS **Review of Proposals for Professional Engineering Services and Selection of a Contractor**

Mr. Flint: The Board originally issued an RFQ and did not receive any responses. At the last meeting you directed us to re-advertise. As a result, we did receive one response from Dewberry Engineering. Ray Malave submitted the proposal and they do represent other community development districts in the state, so they have experience providing the services. I think they also have some knowledge of the project. Any discussion or questions from the Board?

Mr. Franklin: I read through it and it looked pretty standard. Normally they put an hourly rate if there are any hourly charges. They weren't on there.

Mr. Flint: The Board can only make a decision based on qualifications. We can't actually ask for any cost information as part of the RFQ process. If you select them, then we negotiate a contract with them. Theoretically, if you had more than one response you would rank them and then negotiate with the number one. If that didn't work then move to the number two.

Mr. Franklin: Does it get kind of common that you're not getting too many here?

Mr. Flint: With CDDs it's not unusual to only receive one. A lot of times it's the design engineer that's most familiar with the project that may submit.

Mr. Owen: Did we do a ranking last meeting?

Mr. Flint: No, we didn't receive any responses.

Mr. Franklin: Are you all familiar with them?

Mr. Greene: I am, yes.

Mr. Flint: Yes, Ray lists Lake Ashton CDD, Covington Park CDD, Liquid Ranch. He's also involved with the Narcoossee CDD as well as the Deer Run CDD.

Mr. Franklin: Just for a matter of disclosure, our company had been partners with them on a project and also accounting, but that project is finished and gone.

Mr. Flint: Okay. Their rates are fairly standard. If you are comfortable with them, you can select them and then delegate authority to the Chairman to sign off on the final agreement. We will bring the agreement back to the Board for approval at a future meeting. So, if there's any concerns about the rates, we can deal with that at that point.

> On MOTION by Mr. Franklin seconded by Mr. Greene with all in favor, Selection of Dewberry Engineering to Provide Professional Engineering Services, was approved.

FIFTH ORDER OF BUSINESS **Public Hearings**

A. Rules of Procedure

i. Consideration of Resolution 2020-01 Adopting the District's Rules of Procedure

> On MOTION by Mr. Greene seconded by Mr. Franklin with all in favor, the Public Hearing was Opened.

Mr. Flint: The public hearing is open. Michelle, do you want to present the rules to the Board?

Ms. Rigoni: This is a standard set of Rules of Procedure that we recommend that each of our Districts that we work with adopt. It gives rules on how to operate in an efficient manner. It sets out rules for we vote as a Board, how the District's officers hold offices and for how long. It also sets up procedures for competitive purchase maintenance contract and things of that nature. The latest provisions have already been incorporated into the set of rules you see today. If there aren't questions for me, then I would just be asking for a motion to adopt the rules.

Mr. Flint: Any questions on the rules? In most aspects they follow Florida Statutes. For the record, we will note that there are no members of the public here to provide comment.

> On MOTION by Mr. Franklin seconded by Mr. Greene with all in favor, Resolution 2020-01 Adopting the District's Rules of Procedure, was approved.

> On MOTION by Mr. Owen seconded by Mr. Franklin with all in favor, the Public Hearing was Closed.

B. Uniform Method of Collection

i. Consideration of Resolution 2020-02 Expressing the District's Intent to Utilize the Uniform Method of Collection

> On MOTION by Mr. Greene seconded by Mr. Owen with all in favor, the Public Hearing was opened.

Mr. Flint: Again, we will note that there are no members of the public here to provide comment or testimony. Under Chapter 197, he District has the ability to utilize the uniform collection method for collecting the District's non ad valorem and O&M debt assessments. To do that, we have to through this public hearing process. This is not something that we need right now, but we typically like to do it early on when the Districts form, then we don't have to worry about

it later. Once you actually impose assessments it is already taken care of. You have the Resolution in your agenda. Are there any questions on it?

Ms. Rigoni: George, on that note will you just consent for the record that the publications and the notices have been made in accordance with the Florida law?

Mr. Flint: Yes, they have.

Mr. Franklin: The legal description, is that the total acreage of this project?

Mr. Flint: Yes, it's 20.001 acres. This legal description came from the petition that created the District. So, it should be accurate.

> On MOTION by Mr. Franklin seconded by Mr. Holt with all in favor, Resolution 2020-02 Expressing the District's Intent to Utilize the Uniform Method of Collection, was approved.

> On MOTION by Mr. Holt seconded by Mr. Greene with all in favor, the Public Hearing was Closed.

C. Fiscal Year 2018/2019-2020 Budget

i. Consideration of Resolution 2020-03 Adopting the Fiscal Year 2018/2019 & 2019/2020 Budgets and Relating to the Annual Appropriations

> On MOTION by Mr. Owen seconded by Mr. Franklin with all in favor, Opening the Public Hearing Regarding Resolution 2020-03, was approved.

Mr. Flint: Again, there is no public here to provide comment. You have Resolution 2020-03. It has the proposed budget for the FY2019 which just ended on September 30th and FY2020 which started on October 1st. It's contemplated that the District would fund this through the Developer Funding Agreement. That agreement has already been provided to the developer and executed. So, any questions on the proposed budgets for the FY19 or FY20?

Mr. Owen: Do you have enough contingency there? I didn't see the numbers.

Mr. Flint: We don't really have any contingency. It's developer funded, if there are additional expenses we would amend the budget. There's no Supervisor Fees, we'll be over budget on that line item. But we are likely going to be under in some of the others. If you want to adopt it contingent upon us modifying the budget to include the Supervisor Fee you can.

Mr. Greene: I would do that.

Mr. Flint: You want to do that?

Mr. Greene: Please.

Mr. Flint: Okay, we will assume that all five Board Members will get paid for twelve meetings which would be $12,000. We will add that. So, it will be a $1,000 a meeting, $12,000 total. Is there a motion to approve Resolution 2020-03 with the amendment of adding Supervisor Fees?

Ms. Rigoni: George, have you already confirmed for the record that the publications for the hearing have been made?

Mr. Flint: Yes, we have made the publications.

Ms. Rigoni: Thank you.

> On MOTION by Mr. Greene seconded by Mr. Holt with all in favor, Resolution 2020-03 Adopting the Fiscal Year 2018/2019-2020 Budgets and Relating to the Annual Appropriations with noted change, was approved.

> On MOTION by Mr. Greene seconded by Mr. Owen with all in favor, the Public Hearing was closed.

SIXTH ORDER OF BUSINESS **Consideration of Resolution 2020-04 Extending Terms of Office to Coincide with the General Election**

Mr. Flint: Because the District was created in an odd number year, the statutes allow you to shift the term of the Board Members either forward or backwards so they correspond with an even year. Typically, you would see them shifted forward which basically gives you another year of control under the Landowner Election. That's what this does. It just shifts all of the terms one year so that they come up in even numbered years. Seats 3, 4, and 5 would come up in November 2022 instead of November 2021. Then Seats 1 and 2 would come up in 2024 rather than 2023.

> On MOTION by Mr. Greene seconded by Mr. Owen with all in favor, Consideration of Resolution 2020-04 Extending Terms of Office to Coincide with the General Election, was approved.

SEVENTH ORDER OF BUSINESS **Financing Matters**

A. Consideration of Agreement for Bond Counsel

Mr. Flint: In an effort to move forward with the financing, a couple of things, one we need a way to pay for it. Also, we need to engage Bond Counsel. So, the first item is an agreement with Bryant, Miller, and Olive's Ken Artin. Based on the nature of the District and the types of improvements, I believe the recommendation is that the District utilize Ken Artin as Bond Counsel. He's familiar with commercial Districts and the financing of things like parking garages and that type of stuff. He's typically compensated out of the cost of issuance from the bond issue. He's got a proposed fee in here with connection with that. I believe he only gets compensated if we issue bonds. You have other members of the financing team that eventually we will engage. Some get paid as we go and most get paid once you actually issue. The Financing Team Funding Agreement covers the District in the event you don't actually issue bonds and some of the professionals have to be compensated.

Mr. Greene: Somebody has to do the underwriting and stuff like that.

Mr. Flint: Yes, the Underwriter doesn't get paid unless you issue. Bond Counsel doesn't. We usually, on our methodology, we would not get paid unless you issue. District Counsel and District Engineer would get paid whether you issue or not. Sometimes they will hold their fees and get paid at the time you issue bonds. Sometimes they want to be paid as you go.

Mr. Greene: Now, there's about a 99.999% chance we are moving this forward. Everybody's going to paid.

Mr. Flint: So, that first item then would be the agreement with Bryant, Miller, and Olive.

> On MOTION by Mr. Greene, seconded by Mr. Owen, with all in favor, the Consideration of Agreement for Bond Counsel with Bryant, Miller, Olive, was approved.

B. Consideration of Bond Team Financing Agreement

Mr. Flint: In the event for some reason we don't close on the bonds and the professionals have to paid, this provides the District with the ability to do that. Also, some professionals get paid as we go and this would also provide that. Any questions on the funding agreement?

> On MOTION by Mr. Greene, seconded by Mr. Franklin, with all in favor, the Consideration of Bond Team Financing Agreement, was approved.

EIGHTH ORDER OF BUSINESS **Staff Reports**

A. Attorney

Mr. Flint: Michele, do you have any other report for the Board?

Ms. Rigoni: I do not.

B. Engineer

Mr. Flint: We don't have any reports for engineering. We will reach out to Dewberry and get with Counsel to send them an agreement. That will be on your next agenda to be approved.

C. District Manager's Report

i. Balance Sheet and Income Statement

Mr. Flint: You have the unaudited financials through September 30th. We did get funding. You can see we've got $11,864 in the Operating Account.

ii. Ratification of Funding Request #3

Mr. Flint: This was to bind liability insurance for 2020 budget year. District management fees, district counsel, and Board fees.

Mr. Greene: What's the next amount on the development?

Mr. Flint: We do funding requests. So, as the invoices come in, we submit. We typically do it monthly.

Mr. Greene: Okay.

Mr. Flint: This is ratification of funding request #3 which was dated September 25th. It has already been submitted. We're just asking the Board to ratify it.

> On MOTION by Mr. Greene, seconded by Mr. Owen, with all in favor, Funding Request #3, was ratified.

NINTH ORDER OF BUSINESS Supervisors' Requests & Audience Comments

There being none, the next item followed.

TENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Greene seconded by Mr. Holt, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 20th day of December, 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 219 East Livingston Street, Orlando, Florida 32801 (the "District"), and

DEWBERRY ENGINEERS INC., a foreign corporation authorized to do business in Florida, with offices located at 800 North Magnolia Avenue, Suite 1000, Orlando, Florida 32803 ("Engineer").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("Act"), by ordinance of Orange County, Florida; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287,055, *Florida Statutes*, the District solicited statements of qualification from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, the District's Board of Supervisors ranked Engineer as the most qualified firm to provide professional engineering services for the District on a continuing basis and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as the District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and Engineer hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

2. **SCOPE OF SERVICES.** Engineer shall provide general engineering planning and/or study services, as authorized by one or more Work Authorization(s) as defined herein, including:

A. Preparation of any necessary reports and applications;

B. Attendance at meetings of the Board;

C. Assistance in meeting with necessary parties to effectuate the issuance of bonds, special reports, feasibility studies and other tasks;

D. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.

3. **REPRESENTATIONS.** Engineer hereby represents to the District that:

A. It has the experience and skill to perform the services required to be performed by this Agreement.

B. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by the District, provide certification of compliance with all registration and licensing requirements.

C. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District.

D. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

4. **METHOD OF AUTHORIZATION.** Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a Work Authorization ("Work Authorization"), a form of which is attached hereto as **Exhibit A**, which shall include the scope of work, compensation terms, and special provisions or conditions specific to the service or project being authorized. Authorization of service or projects under this Agreement, if any, shall be at the sole option of the District's Board of Supervisors ("Board").

5. **COMPENSATION.** It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. Services rendered by Engineer under this Agreement shall not exceed the amounts specifically authorized by each written Work Authorization. One of the following methods will be utilized:

A. *Lump Sum Amount* - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished.

B. *Hourly Personnel Rates* - For services or projects where scope of services is not clearly defined, or for recurring services or other projects where the District desires to use hourly compensation rates, the District and Engineer shall use the hourly compensation rates outlined in **Exhibit B** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific Work Authorization.

6. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel reimbursement policy.

B. Expense of reproduction, postage and handling of drawings and specifications.

7. TERM OF CONTRACT. It is understood and agreed that this Agreement is for professional engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

8. SPECIAL SERVICES. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

9. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such other period as required by law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

10. OWNERSHIP OF DOCUMENTS.

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion,

to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

11. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

12. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

13. COST ESTIMATES. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable

cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

14. INSURANCE. Subject to the provisions of this Section, the Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	$1,000,000/$2,000,000
Property Damage (including Contractual)	$1,000,000/$2,000,000
Automobile Liability Bodily Injury / Property Damage	Combined Single Limit $1,000,000
Professional Liability for Errors and Omissions	$1,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, maintain the insurance for at least five (5) years after the termination of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties on all of the insurance policies except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance. Engineer shall furnish the District with the Certificate of Insurance and any applicable endorsements evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

15. CONTINGENT FEE. Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company,

corporation, individual, or firm, other than a bona fide employee working solely for Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

16. AUDIT. Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of four (4) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of Engineer involving transactions related to the Agreement. Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or four (4) years after completion of all work under the Agreement.

17. INDEMNIFICATION. Engineer agrees to indemnify, defend, and hold the District and the District's officers and employees harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer the course of any work done under this Agreement. To the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the greater of the insurance limits set forth in **Exhibit C** or Two Million Dollars ($2,000,000). Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

18. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, *FLORIDA STATUTES*, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

19. SOVEREIGN IMMUNITY. Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

20. PUBLIC RECORDS. Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public records requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

A. Keep and maintain public records required by the District to perform the service;

B. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law;

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Engineer does not transfer the records to the District; and

D. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of Engineer or keep and maintain public records required by the District to perform the service. If Engineer transfers all public records to the District upon completion of this Agreement, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Engineer keeps and maintains public records upon completion of the Agreement, Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT GOVERNMENT MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC, 135 WEST CENTRAL BOULEVARD, SUITE 320, ORLANDO, FLORIDA 32801, PHONE (407) 841-5524, AND EMAIL GFLINT@GMSCFL.COM.

21. EMPLOYMENT VERIFICATION. Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

22. CONFLICTS OF INTEREST. Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

23. SUBCONTRACTORS. Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations and warranties of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all acts or omissions of any subcontractors.

24. INDEPENDENT CONTRACTOR. The District and Engineer agree and acknowledge that Engineer shall serve as an independent contractor of the District. Neither Engineer nor employees of Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of Engineer, if any, in the performance of this Agreement. Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

25. ASSIGNMENT. Neither the District nor Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

26. THIRD PARTIES. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. 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 of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties and their respective representatives, successors, and assigns.

27. CONTROLLING LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each Party consents to and agrees that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Orange County, Florida.

28. TERMINATION. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or Engineer may terminate this Agreement

without cause upon thirty (30) days written notice. At such time as Engineer receives notification of the intent of the District to terminate the contract, Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets the District may have against the Engineer.

29. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees and paralegals' fees, expert witness fees and costs, at all judicial levels.

30. AMENDMENTS. 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 and formally approved by the Board.

31. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

32. COUNTERPARTS. This Agreement 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 and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

33. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or tele-copied to the parties, and at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Engineer may deliver Notice on behalf of the District and Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) day's written notice to the parties and addressees set forth herein.

[*Signatures on next page*]

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

ATTEST:

WESTWOOD/OCC COMMUNITY DEVELOPMENT DISTRICT

Witness
Print Name: Andrew Gorrill

By: Randall T. Greenwald
Its: Chairperson, Board of Supervisors

WITNESS:

DEWBERRY ENGINEERS INC., a foreign corporation,

Witness
Print Name: _____

By: _____
Its: _____

Exhibit A: Form of Work Authorization
Exhibit B: Rate Schedule
Exhibit C: Insurance Certificate

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

ATTEST:

WESTWOOD/OCC COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

DEWBERRY ENGINEERS INC., a foreign corporation authorized to do business in Florida

Aimee Powell

Print Name: Aimee Powell

By: Rey Malave

Its: Associate Vice President

Exhibit A: Form of Work Authorization
Exhibit B: Rate Schedule
Exhibit C: Insurance Certificate

Exhibit A

Form of Work Authorization

[*DATE*]

Westwood/OCC Community Development District
Orange County, Florida

Subject: **Work Authorization Number ____**

Dear Chairperson, Board of Supervisors:

Dewberry Engineers Inc. ("**Engineer**") is pleased to submit this work authorization to provide engineering services for the Westwood/OCC Community Development District ("**District**"). We will provide these services pursuant to our current *Agreement for Professional Engineering Services*, dated October ___, 2019 ("**Engineering Agreement**") as follows:

I. Scope of Work

The District will engage the services of Engineer to perform the following services: [*INSERT SERVICES TO BE PROVIDED*].

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement [*OR INSERT PROPOSED LUMP SUM AMOUNT*]. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, etc., pursuant to the Agreement. The total fee amount for the scope of work including reimbursement is not to exceed the limits set out in Florida Consultants Competitive Negotiations Act.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for your consideration.

APPROVED AND ACCEPTED

WESTWOOD/OCC COMMUNITY DEVELOPMENT DISTRICT

By: _____
Authorized Representative

Sincerely,

DEWBERRY ENGINEERS INC., a foreign corporation authorized to do business in Florida

_____
By: Rey Malavé, P.E.

Exhibit B

RATE SCHEDULE

Dewberry

Attachment A

STANDARD HOURLY BILLING RATE SCHEDULE

Professional/Technical/Construction/Surveying Services

LABOR CLASSIFICATION	HOURLY RATES
Professional	
Engineer I, II, III	$110.00, $120.00, $135.00
Engineer IV, V, VI	$150.00, $170.00, $195.00
Engineer VII, VIII, IX	$210.00, $225.00, $240.00
Environmental Specialist I, II, III	$95.00, $115.00, $135.00
Senior Environmental Scientist IV, V, VI	$150.00, $160.00, $175.00
Planner I, II, III	$95.00, $115.00, $135.00
Senior Planner IV, V, VI	$150.00, $160.00, $175.00
Landscape Designer I, II, III	$95.00, $115.00, $135.00
Senior Landscape Architect IV, V, VI	$150.00, $160.00,$ 175.00
Principal	$290.00
Technical	
CADD Technician I, II, III, IV	$75.00, $90.00, $105.00, $125.00
Designer I, II, III	$105.00, $120.00, $140.00
Designer IV, V, VI	$155.00, $175.00, $200.00
Construction	
Construction Professional II, III	$140.00, $165.00
Construction Professional IV, V, VI	$185.00, $210.00, $225.00
Survey	
Surveyor I, II, III	$60.00, $75.00, $90.00
Surveyor IV, V, VI	$105.00, $110.00, $125.00
Surveyor VII, VIII, IX	$140.00, $165.00, $185.00
Senior Surveyor IX	$235.00
Fully Equipped 2, 3, 4 Person Field Crew	$155.00, $185.00, $215.00
Administration	
Administrative Professional I, II, III, IV	$70.00, $90.00, $105.00, $135.00
Other Direct Costs (Printing, Postage, Etc.)	Cost + 15%

© Company Confidential and Proprietary

Revised 7-23-19\Subject to Revision\Standard Hourly Billing Rate Schedule

Exhibit C

INSURANCE CERTIFICATE & ENDORSEMENTS

[*Attach current certificates*]

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA, INC.
1050 CONNECTICUT AVENUE, SUITE 700
WASHINGTON, DC 20036-5386

CN102736896-7/1-1.1a-19-20

CONTACT NAME: Molly Koch
PHONE (A/C, No, Ext): 202-263-6732 FAX (A/C, No):
E-MAIL ADDRESS: molly.koch@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Insurance Company	25615
INSURER B : Travelers Indemnity Co	25658
INSURER C : N/A	N/A
INSURER D : Beazley Insurance Company, Inc.	37540
INSURER E : Lloyd's Of London	1128623
INSURER F :	

INSURED
DEWBERRY ENGINEERS INC.
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FL 32803

COVERAGES

CERTIFICATE NUMBER: CLE-006517825-01 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTRACTUAL INS. COV. (INSURED CONTRACTS) GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			630-7792B312-COF-19	07/01/2019	07/01/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			810-1N788974-19-43-G	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							COMP / COLL DED:	$ 1,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		PKUB-1722B67-3-19	07/01/2019	07/01/2020	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	PROFESSIONAL LIABILITY			V11B5E191001	07/01/2019	07/01/2020	PER CLAIM/AGGREGATE	2,000,000
E	EXCESS PROF. LIABILITY			FINPA1900103	07/01/2019	07/01/2020	PER CLAIM/AGGREGATE	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: WESTWOOD/OCC CDD; DEWBERRY PROJECT/JOB/PLN # 50119131, BU 2520
THE DISTRICT, ITS OFFICERS, SUPERVISORS, AGENTS, STAFF, AND REPRESENTATIVES ARE INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY.

CERTIFICATE HOLDER

WESTWOOD/OCC COMMUNITY DEVELOPMENT DISTRICT
219 EAST LIVINGSTON STREET
ORLANDO, FL 32801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee Manashi Mukherjee

AGENCY CUSTOMER ID: CN102736896
LOC #: Washington

ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, INC.	NAMED INSURED DEWBERRY ENGINEERS INC. 800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FL 32803
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Other
Limits
PROF. LIABILITY SIR $1,000,000 :
RETRO. DATE: FULL PRIOR ACTS :

SECTION V

Dewberry

Dewberry Engineers Inc.
800 N. Magnolia Ave, Suite 1000
Orlando, FL 32803

407.843.5120
407.649.8664 fax
www.dewberry.com

Work Authorization
December 20, 2019

Westwood/OCC Community Development District
Orange County, Florida

Subject: **Work Authorization Number 1**

Dear Chairman, Board of Supervisors:

Dewberry Engineers Inc. (**"Engineer"**) is pleased to submit this work authorization to provide professional consulting engineering services for the Westwood/OCC Community Development District (**"District"**). We will provide these services pursuant to our current *Agreement for Professional Engineering Services,* dated December 16, 2019, (**"Engineering Agreement"**) as follows:

I. Scope of Work

The District will engage the services of Engineer to perform the following services:

Attendance at Board of Supervisors meetings and preparation of reports or other activities as directed by the District's Board of Supervisors, pursuant to the Engineering Agreement.

II. Fees

The District will compensate Dewberry pursuant to the hourly rate schedule contained in the District Engineering Agreement. The District will reimburse Engineer all direct costs, which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement. The total fee for the scope of work including reimbursement is not to exceed the limits set out in Florida Consultants Competitive Negotiations Act.

Our fee for this task will be based on time and materials. We estimate a budget of $10,100, plus other direct costs.

This Work Authorization, together with the Engineering Agreement, represents the entire understanding between the Westwood/OCC Community Development District and Dewberry with regard to the referenced project. If you wish to accept this Work Authorization, please sign where indicated and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Dewberry. We look forward to helping you create a quality project.

Sincerely,

Rey Malavé, P.E.
Dewberry Engineers Inc.
Associate Vice President

December 20, 2019
Date

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
Westwood/OCC
Community Development District

_____
Date

SECTION VI

RESOLUTION 2020-05

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE WESTWOOD/OCC COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN INTERNAL CONTROLS POLICY CONSISTENT WITH SECTION 218.33, FLORIDA STATUTES; PROVIDING 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*, being situated entirely within Orange County, Florida; and

WHEREAS, consistent with Section 218.33, *Florida Statutes,* the District is statutorily required to establish and maintain internal controls designed to prevent and detect fraud, waste, and abuse as defined in Section 11.45(1), *Florida Statutes;* promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets; and

WHEREAS, to demonstrate compliance with Section 218.33, *Florida Statutes,* the District desires to adopt by resolution the Internal Controls Policy attached hereto as **Exhibit A**.

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

SECTION 1. The attached Internal Controls Policy attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 9th DAY OF JUNE, 2020.

ATTEST:	**WESTWOOD/OCC COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary/Assistant Secretary	Chairperson, Board of Supervisors

EXHIBIT "A"

WESTWOOD/OCC COMMUNITY DEVELOPMENT DISTRICT INTERNAL CONTROLS POLICY

1. Purpose.

1.1. The purpose of this internal controls policy is to establish and maintain internal controls for the Westwood/OCC Community Development District.

1.2. Consistent with Section 218.33(3), *Florida Statutes,* the internal controls adopted herein are designed to:

1.2.1. Prevent and detect Fraud, Waste, and Abuse (as hereinafter defined).

1.2.2. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

1.2.3. Support economical and efficient operations.

1.2.4. Ensure reliability of financial records and reports.

1.2.5. Safeguard Assets (as hereinafter defined).

2. Definitions.

2.1. "Abuse" means behavior that is deficient or improper when compared with behavior that a prudent person would consider a reasonable and necessary operational practice given the facts and circumstances. The term includes the misuse of authority or position for personal gain.

2.2. "Assets" means District assets such as cash or other financial resources, supplies, inventories, equipment and other fixed assets, real property, intellectual property, or data.

2.3. "Auditor" means the independent auditor (and its employees) retained by the District to perform the annual audit required by state law.

2.4. "Board" means the Board of Supervisors for the District.

2.5. "District Management" means (i) the independent contractor (and its employees) retained by the District to provide professional district management services to the District and (ii) any other independent contractor (and its employees) separately retained by the District to provide amenity management services, provided said services include a responsibility to safeguard and protect Assets.

2.6. "Fraud" means obtaining something of value through willful misrepresentation, including, but not limited to, intentional misstatements or intentional omissions of amounts or disclosures in financial statements to deceive users of financial statements, theft of an entity's assets, bribery, or the use of one's position for personal enrichment through the deliberate misuse or misapplication of an organization's resources.

2.7. "Internal Controls" means systems and procedures designed to prevent and detect fraud, waste, and abuse; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets.

2.8. "Risk" means anything that could negatively impact the District's ability to meet its goals and objectives. The term includes strategic, financial, regulatory, reputational, and operational risks.

2.9. "Waste" means the act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.

3. Control Environment.

3.1. Ethical and Honest Behavior.

3.1.1. District Management is responsible for maintaining a work environment that promotes ethical and honest behavior on the part of all employees, contractors, vendors and others.

3.1.2. Managers at all levels must behave ethically and communicate to employees and others that they are expected to behave ethically.

3.1.3. Managers must demonstrate through words and actions that unethical behavior will not be tolerated.

4. Risk Assessment.

4.1. Risk Assessment. District Management is responsible for assessing Risk to the District. District Management's Risk assessments shall include, but not be limited to:

4.1.1. Identifying potential hazards.

4.1.2. Evaluating the likelihood and extent of harm.

4.1.3. Identifying cost-justified precautions and implementing those precautions.

5. Control Activities.

5.1. Minimum Internal Controls. The District hereby establishes the following minimum Internal Controls to prevent and detect Fraud, Waste, and Abuse:

5.1.1. Preventive controls designed to forestall errors or irregularities and thereby avoid the cost of corrections. Preventive control activities shall include, but not be limited to, the following:

5.1.1.1. Identifying and segregating incompatible duties and/or implementing mitigating controls.

5.1.1.2. Performing accounting functions in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

5.1.1.3. Requiring proper authorizations to access and/or modify accounting software.

5.1.1.4. Implementing computerized accounting techniques (e.g. to help identify coding errors, avoid duplicate invoices, etc.).

5.1.1.5. Maintaining a schedule of the District's material fixed Assets.

5.1.1.6. Maintaining physical control over the District's material and vulnerable Assets (e.g. lock and key, computer passwords, network firewalls, etc.).

5.1.1.7. Retaining and restricting access to sensitive documents.

5.1.1.8. Performing regular electronic data backups.

5.1.2. Detective controls designed to measure the effectiveness of preventive controls and to detect errors or irregularities when they occur. Detective control activities shall include, but not be limited to, the following:

5.1.2.1. Preparing financial reports in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

5.1.2.2. Reviewing financial statements and investigating any material variances between budgeted expenses and actual expenses.

5.1.2.3. Establishing and implementing periodic reconciliations of bank, trust, and petty cash accounts.

5.1.2.4. Establishing an internal protocol for reporting and investigating known or suspected acts of Fraud, Waste, or Abuse.

5.1.2.5. Engaging in periodic physical inventory counts and comparisons with inventory records.

5.1.2.6. Monitoring all ACH (electronic) transactions and the sequencing of checks.

5.2. Implementation. District Management shall implement the minimum Internal Controls described herein. District Management may also implement additional Internal Controls that it deems advisable or appropriate for the District. The specific ways District Management implements these minimum Internal Controls shall be consistent with Generally Accepted Accounting Principles (GAAP) and otherwise conform to Governmental Accounting Standards Board (GASB) and American Institute of Certified Public Accountants (AICPA) standards and norms.

6. Information and Communication.

6.1. Information and Communication. District Management shall communicate to its employees (needing to know) information relevant to the Internal Controls, including but not limited to any changes to the Internal Controls and/or changes to laws, rules, contracts, grant agreements, and best practices.

6.2. Training. District Management shall regularly train its employees (needing the training) in connection with the Internal Controls described herein and promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

7. Monitoring Activities.

7.1. Internal Reviews. District Management shall internally review the District's Internal Controls at least once per year. In connection with this internal review, District Management shall:

7.1.1.1. Review its operational processes.

7.1.1.2. Consider the potential risk of Fraud, Waste, or Abuse inherent in each process.

7.1.1.3. Identify the controls included in the process, or controls that could be included, that would result in a reduction in the inherent risk.

7.1.1.4. Assess whether there are Internal Controls that need to be improved or added to the process under consideration.

7.1.1.5. Implement new controls or improve existing controls that are determined to be the most efficient and effective for decreasing the risk of Fraud, Waste or Abuse.

7.1.1.6. Train its employees on implemented new controls or improvements to existing controls.

7.2. External Audits and Other Reviews. Audits and other reviews may be performed on various components of the District's Internal Controls by the Auditor consistent with Government Auditing Standards (GAS). Audits may identify material deficiencies in the Internal Controls and make recommendations to improve them. District Management shall communicate and cooperate with the Board and the Auditor regarding the potential implementation of Auditor recommendations.

Specific Authority: Sections 190.011(5), 218.33(3), *Florida Statutes*
Effective date: _____, 2020

SECTION VII

RESOLUTION 2020-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH POWERLINE ROAD COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2020/2021 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (the "**Board**") of the Westwood/OCC Community Development District ("**District**") prior to June 15, 2020, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2020, and ending September 30, 2021 ("**Fiscal Year 2020/2021**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2020/2021 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. SETTING A PUBLIC HEARING. A public hearing on said approved Proposed Budget is hereby declared and set for **August 11, 2020 at 10:00 a.m**. The hearing may be conducted remotely, pursuant to Zoom media technology and/or by telephone pursuant to Executive Orders 20-52, 20-69 and 20-112 issued by Governor DeSantis on March 9, 2020, March 20, 2020, and April 29, 2020, as such orders may be extended or supplemented, respectively, and pursuant to Section 120.54(5)(b)2., *Florida Statutes.* In the event that conditions allow the meeting to be held in-person, it will be held at the following location:

LOCATION: Offices of GMS-CF, LLC
219 E. Livingston Street
Orlando, FL 32801

Information regarding participation in any remote hearing or meeting may be found at the District's website at www.westwoodocc.com or by contacting the District Manager at (407) 841-5524.

3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit a copy of the Proposed Budget to Orange County at least 60 days prior to the hearing set above.

4. POSTING OF PROPOSED BUDGET. In accordance with section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed

Budget on the District's website at least two (2) days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. PUBLICATION OF NOTICE. Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of June, 2020.

ATTEST:

WESTWOOD/OCC COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary

_____
Chairperson, Board of Supervisors

Exhibit A: Proposed Budget FY 2020/2021

Westwood/OCC

Community Development District

Proposed Budget

FY 2021

GMS
Governmental
Management Services

Table of Contents

Westwood/OCC

Community Development District

Fiscal Year 2021
General Fund

	Adopted Budget FY2020	Actual Thru 3/31/20	Projected Next 6 Months	Total Thru 9/30/20	Proposed Budget FY2021
Revenues					
Developer Contributions	$101,918	$27,622	$30,069	$57,691	$105,718
Total Revenues	**$101,918**	**$27,622**	**$30,069**	**$57,691**	**$105,718**
Expenditures					
Administrative					
Supervisor Fees	$12,000	$1,000	$3,000	$4,000	$12,000
FICA Expense	$918	$61	$230	$291	$918
Engineering	$12,000	$0	$0	$0	$12,000
Attorney	$25,000	$3,163	$5,837	$9,000	$25,000
Annual Audit	$0	$0	$0	$0	$5,000
Management Fees	$35,000	$17,500	$17,500	$35,000	$35,000
Information Technology	$2,400	$600	$600	$1,200	$1,200
Telephone	$300	$13	$87	$100	$300
Postage	$1,000	$24	$101	$125	$1,000
Printing & Binding	$1,000	$238	$362	$600	$1,000
Insurance	$5,500	$5,000	$0	$5,000	$5,500
Legal Advertising	$5,000	$253	$1,747	$2,000	$5,000
Other Current Charges	$1,000	$0	$100	$100	$1,000
Office Supplies	$625	$42	$58	$100	$625
Dues, Licenses & Subscriptions	$175	$175	$0	$175	$175
Total Expenditures	**$101,918**	**$28,069**	**$29,622**	**$57,691**	**$105,718**
Excess Revenues/(Expenditures)	**$0**	**($447)**	**$447**	**$0**	**$0**

Westwood/OCC
Community Development District
GENERAL FUND BUDGET

REVENUES:

Developer Contributions

The District will enter into a Funding Agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

EXPENDITURES:

Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive $200 per meeting, not to exceed $4,800 per year paid to each Supervisor for the time devoted to District business and meetings. The amount is based on 5 supervisors attending 12 meetings during the fiscal year.

FICA Expense

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisor checks.

Engineering

The District's engineer, Dewberry Engineers, Inc., will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review of invoices and requisitions, preparation and review of contract specifications and bid documents, and various projects assigned as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel, Hopping, Green & Sams, will be providing general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation and review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Westwood/OCC
Community Development District
GENERAL FUND BUDGET

Management Fees

The District has contracted with Governmental Management Services-Central Florida, LLC to provide Management, Accounting and Recording Secretary Services for the District. The services include, but not limited to, recording and transcription of board meetings, budget preparation, all financial reporting, annual audit, etc.

Information Technology

Represents costs related to the District's accounting and information systems, District's website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.

Telephone

Telephone and fax machine.

Postage

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Insurance

The District's general liability and public officials liability insurance coverage is provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for $175. This is the only expense under this category for the District.

SECTION VIII

SECTION C

SECTION 1

Westwood/OCC

Community Development District

Unaudited Financial Reporting

May 31, 2020

GMS
Governmental
Management Services

TABLE OF CONTENTS

WESTWOOD/OCC

COMMUNITY DEVELOPMENT DISTRICT

BALANCE SHEET

May 31, 2020

	General Fund
ASSETS:	
CASH	$6,831
DUE FROM DEVELOPER	$3,020
TOTAL ASSETS	**$9,851**
LIABILITIES:	
ACCOUNTS PAYABLE	$3,410
FUND EQUITY:	
FUND BALANCES:	
UNASSIGNED	$6,441
TOTAL LIABILITIES & FUND EQUITY	**$9,851**

WESTWOOD/OCC

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending May 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 5/31/20	ACTUAL THRU 5/31/20	VARIANCE
REVENUES:				
DEVELOPER CONTRIBUTIONS	$101,918	$67,945	$34,125	($33,821)
TOTAL REVENUES	$101,918	$67,945	$34,125	($33,821)
EXPENDITURES:				
ADMINISTRATIVE:				
SUPERVISORS FEES	$12,000	$8,000	$1,000	$7,000
FICA EXPENSE	$918	$612	$61	$551
ENGINEERING	$12,000	$8,000	$0	$8,000
ATTORNEY	$25,000	$16,667	$3,554	$13,113
MANAGEMENT FEES	$35,000	$23,333	$23,333	($0)
INFORMATION TECHNOLOGY	$2,400	$1,600	$800	$800
TELEPHONE	$300	$200	$13	$187
POSTAGE	$1,000	$667	$27	$639
INSURANCE	$5,500	$5,500	$5,000	$500
PRINTING & BINDING	$1,000	$667	$242	$425
LEGAL ADVERTISING	$5,000	$3,333	$253	$3,081
OTHER CURRENT CHARGES	$1,000	$667	$0	$667
OFFICE SUPPLIES	$625	$417	$42	$375
DUES, LICENSE & SUBSCRITIONS	$175	$175	$175	$0
TOTAL EXPENDITURES	$101,918	$69,837	$34,500	$35,337
EXCESS REVENUES (EXPENDITURES)	$0		($375)	
FUND BALANCE - Beginning	$0		$6,816	
FUND BALANCE - Ending	$0		$6,441	

WESTWOOD/OCC

Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
REVENUES:													
DEVELOPER CONTRIBUTIONS	$9,349	$5,390	$3,018	$3,439	$3,229	$3,196	$3,483	$3,020	$0	$0	$0	$0	$34,125
TOTAL REVENUES	$9,349	$5,390	$3,018	$3,439	$3,229	$3,196	$3,483	$3,020	$0	$0	$0	$0	$34,125
EXPENDITURES:													
ADMINISTRATIVE:													
SUPERVISOR FEES	$0	$0	$0	$0	$1,000	$0	$0	$0	$0	$0	$0	$0	$1,000
FICA EXPENSE	$0	$0	$0	$0	$61	$0	$0	$0	$0	$0	$0	$0	$61
ENGINEERING	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
ATTORNEY	$2,197	$92	$75	$163	$174	$463	$391	$0	$0	$0	$0	$0	$3,554
MANAGEMENT FEES	$2,917	$2,917	$2,917	$2,917	$2,917	$2,917	$2,917	$2,917	$0	$0	$0	$0	$23,333
INFORMATION TECHNOLOGY	$100	$100	$100	$100	$100	$100	$100	$100	$0	$0	$0	$0	$800
TELEPHONE	$7	$7	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$13
POSTAGE	$5	$11	$1	$1	$3	$4	$3	$1	$0	$0	$0	$0	$27
INSURANCE	$5,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$5,000
PRINTING & BINDING	$49	$138	$0	$2	$47	$2	$1	$2	$0	$0	$0	$0	$242
LEGAL ADVERTISING	$0	$0	$253	$0	$0	$0	$0	$0	$0	$0	$0	$0	$253
OTHER CURRENT CHARGES	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
OFFICE SUPPLIES	$20	$21	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$42
DUES, LICENSES & SUBSCRIPTIONS	$175	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$175
TOTAL EXPENDITURES	$10,470	$3,284	$3,345	$3,183	$4,302	$3,485	$3,411	$3,020	$0	$0	$0	$0	$34,500
EXCESS REVENUES (EXPENDITURES)	($1,121)	$2,106	($328)	$256	($1,072)	($289)	$72	$0	$0	$0	$0	$0	($375)

WESTWOOD/OCC
Community Develo pment District
Develo per Contributions/Due fro mDevelo per

Funding Request #	Prepared Date	Payment Received Date	Check Amount	Total Funding Request	General Fund Portion (19)	General Fund Portion (20)	Due from Capital	Over and (short) Balance Due
1	7/26/19	9/19/19	$ 13,750.00	$ 13,750.00	$ 13,750.00	$ -	$ -	$ -
2	8/31/19	9/19/19	$ 3,562.57	$ 3,562.57	$ 3,562.57	$ -	$ -	$ -
3	9/25/19	10/16/19	$ 14,464.49	$ 14,464.49	$ 9,464.49	$ 5,000.00	$ -	$ -
1	10/31/19	12/31/19	$ 6,576.92	$ 6,576.92	$ 2,227.50	$ 4,349.42	$ -	$ -
2	11/27/19	12/31/19	$ 5,594.05	$ 5,594.05	$ -	$ 5,390.05	$ 204.00	$ -
3	12/14/19	12/31/19	$ 3,017.73	$ 3,017.73	$ -	$ 3,017.73	$ -	$ -
4	1/31/20	2/18/20	$ 3,589.22	$ 3,589.22	$ -	$ 3,439.22	$ 150.00	$ -
5	2/26/20	3/19/20	$ 10,801.97	$ 10,801.97	$ -	$ 3,229.47	$ 7,572.50	$ -
6	3/30/20	5/19/20	$ 4,293.53	$ 4,293.53	$ -	$ 3,196.03	$ 1,097.50	$ -
7	4/29/20	5/19/20	$ 4,938.18	$ 4,938.18	$ -	$ 3,483.18	$ 1,455.00	$ -
8	5/16/20	6/2/20	$ 3,019.60	$ 3,019.60	$ -	$ 3,019.60	$ -	$ -
Due from Developer			$ 73,608.26	$ 73,608.26	$ 29,004.56	$ 34,124.70	$ 10,479.00	$ -

Total Developer Contributions FY20 **$ 34,124.70**

SECTION 2

Westwood/OCC

Community Development District

FY20 Funding Request #1
October 31, 2019

	Payee	General Fund FY2019	General Fund FY2020
1	**Department of Economic Opportunity**		
	Inv#74798 - FY2020 Annual Special District Fee		$ 175.00
2	**Governmental Management Services-CF, LLC**		
	Inv#3 - Management Fees - October 2019		$ 3,097.92
3	**Hopping, Green & Sams**		
	Inv#110486 - General Counsel - September 2019	$ 2,227.50	
4	**Supervisor Fees**		
	October 8, 2019		
	Andrew Gorrill		$ 215.30
	Randall Greene		$ 215.30
	Thomas Franklin		$ 215.30
	Dewitt Holt III		$ 215.30
	Duane Owen		$ 215.30
		$ 2,227.50	**$ 4,349.42**
		Total:	**$ 6,576.92**

Please make check payable to:

Westwood/OCC Community Development District
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

Florida Department of Economic Opportunity, Special District Accountability Program
FY 2019/2020 Special District Fee Invoice and Update Form
Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Invoice No.: 74798			**Date Invoiced: 10/01/2019**
Annual Fee: $175.00	**Late Fee: $0.00**	**Received: $0.00**	**Total Due, Postmarked by 12/02/2019: $175.00**

STEP 1: Review the following information, make changes directly on the form, and sign and date:

1. Special District's Name, Registered Agent's Name, and Registered Office Address:

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Westwood / OCC Community Development District
Mr. Michael C. Eckert
Hopping Green and Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, FL 32301

2. Telephone:	(850) 222-7500
3. Fax:	(850) 224-8551
4. Email:	meckert@hgslaw.com
5. Status:	Independent
6. Governing Body:	Elected
7. Website Address:	www.westwoodocccdd.com (under development)
8. County(ies):	Orange
9. Function(s):	Community Development
10. Boundary Map on File:	09/03/2019
11. Creation Document on File:	09/03/2019
12. Date Established:	07/23/2019
13. Creation Method:	Local Ordinance
14. Local Governing Authority:	Orange County
15. Creation Document(s):	County Ordinance 2019-10
16. Statutory Authority:	Chapter 190, Florida Statutes
17. Authority to Issue Bonds:	Yes
18. Revenue Source(s):	Assessments/Agreements
19. Most Recent Update:	09/03/2019

RECEIVED
OCT 10 2019
BY:_____

I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.

Registered Agent's Signature: _____ Date 10/6/19

STEP 2: Pay the annual fee or certify eligibility for the zero fee:

a. **Pay the Annual Fee:** Pay the annual fee online by following the instructions at www.Floridajobs.org/SpecialDistrictFee or by check payable to the Department of Economic Opportunity.

b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **ALL** of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified.

1.____ This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.

2.____ This special district is in compliance with the reporting requirements of the Department of Financial Services.

3.____ This special district reported $3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2017/2018 Annual Financial Report (if created since then, attach an income statement verifying $3,000 or less in revenues).

Department Use Only: Approved:____ Denied: ____ Reason:_____

STEP 3: Make a copy of this form for your records.

STEP 4: Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

RECEIVED
OCT 1 1 2019
BY:_____

Invoice #: 3
Invoice Date: 10/1/19
Due Date: 10/1/19
Case:
P.O. Number:

Bill To:
Westwood CDD

Description		Hours/Qty	Rate	Amount
Management Fees - October 2019	Fees 310-513-34		2,916.67	2,916.67
Information Technology - October 2019	310-513-351		100.00	100.00
Office Supplies	310-513-9		20.39	20.39
Postage	310-513-42		5.45	5.45
Copies	310-513-425		48.90	48.90
Telephone	310-513-41		6.51	6.51

#1 (Hd)

Total	$3,097.92
Payments/Credits	$0.00
Balance Due	$3,097.92

Hopping Green & Sams
Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

========== STATEMENT ==========

October 16, 2019

Westwood/OCC CDD
Governmental Management Services-Central FL, LLC
c/o George Flint
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

Bill Number 110486
Billed through 09/30/2019

#3(H&)
1-310-513-315
Election/Mtg/Memo/Agenda

General Counsel
WOCDD 00001 MCE

FOR PROFESSIONAL SERVICES RENDERED

09/03/19	MKR	Review inquiries regarding execution of district documents; confer with Vanderbilt, Greene, and Simonson regarding same.	0.30 hrs
09/03/19	APA	Prepare budget funding agreement regarding fiscal year 2019/2020.	0.40 hrs
09/04/19	MKR	Review and finalize fiscal year 2019-2020 budget funding agreement.	0.40 hrs
09/06/19	MKR	Review meeting minutes and provide comments.	0.30 hrs
09/06/19	APA	Analyze agenda package; prepare agenda memorandum and meeting notebook.	1.20 hrs
09/09/19	MKR	Prepare for board meeting.	0.50 hrs
09/10/19	MKR	Prepare for and attend landowner election and board meeting; confer with Greene regarding same; follow-up.	1.50 hrs
09/10/19	APA	Update district status chart.	0.10 hrs
09/13/19	APA	Follow-up with district regarding pending agenda items; update district status chart.	0.30 hrs
09/16/19	MCE	Prepare for and attend financing team conference call.	0.60 hrs
09/19/19	MCE	Confer with Artin regarding trust indenture and public infrastructure fee.	0.10 hrs
09/19/19	APA	Follow-up with district regarding pending agenda items.	0.20 hrs
09/20/19	APA	Follow-up with district regarding pending agenda items.	0.30 hrs
09/23/19	MKR	Research outstanding district business.	0.10 hrs
09/24/19	MKR	Research status regarding VGlobalTech agreement; confer with Vanderbilt regarding same.	0.20 hrs
09/24/19	APA	Research GMS on-line regarding board meeting follow-up; prepare district vendor agreement chart.	1.00 hrs

09/25/19	MCE	Research PIF documents; prepare resolution extending terms of office.	0.60 hrs
09/25/19	LCW	Research public infrastructure fee structure.	0.20 hrs
09/25/19	APA	Prepare resolution aligning supervisor terms with election years; follow-up regarding pending agenda items.	1.10 hrs
09/30/19	APA	Update statute and sunshine law for supervisor notebook; review GMS online regarding resolution follow-up from board meeting.	0.80 hrs

Total fees for this matter $2,149.50

DISBURSEMENTS

Document Reproduction	3.00
Annual Special District Fee	75.00
Total disbursements for this matter	$78.00

MATTER SUMMARY

Papp, Annie M. - Paralegal	5.40 hrs	145 /hr	$783.00
Whelan, Lindsay C.	0.20 hrs	270 /hr	$54.00
Eckert, Michael C.	1.30 hrs	375 /hr	$487.50
Rigoni, Michelle K.	3.30 hrs	250 /hr	$825.00
TOTAL FEES			$2,149.50
TOTAL DISBURSEMENTS			$78.00
TOTAL CHARGES FOR THIS MATTER			**$2,227.50**

BILLING SUMMARY

Papp, Annie M. - Paralegal	5.40 hrs	145 /hr	$783.00
Whelan, Lindsay C.	0.20 hrs	270 /hr	$54.00
Eckert, Michael C.	1.30 hrs	375 /hr	$487.50
Rigoni, Michelle K.	3.30 hrs	250 /hr	$825.00
TOTAL FEES			$2,149.50
TOTAL DISBURSEMENTS			$78.00
TOTAL CHARGES FOR THIS BILL			**$2,227.50**

Please include the bill number on your check.

Westwood/OCC

Community Development District

FY20 Funding Request #2
November 27, 2019

	Payee	General Fund FY2020	Capital Outlay FY2020
1	**Governmental Management Services-CF, LLC**		
	Inv# 4 - Management Fees - November 2019	$ 3,192.59	
2	**Hopping, Green & Sams**		
	Inv# 111298 - General Counsel - October 2019	$ 2,197.46	
	Inv# 111300 - Project Finance - October 2019		$ 204.00
		$ 5,390.05	**$ 204.00**
		Total:	**$ 5,594.05**

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 #: 4
Invoice Date: 11/1/19
Due Date: 11/1/19
Case:
P.O. Number:

Bill To:
Westwood CDD

RECEIVED
NOV 26 2019
BY:_____

Description		Hours/Qty	Rate	Amount
Management Fees - November 2019	310-513-34		2,916.67	2,916.67
Information Technology - November 2019	310-513-351		100.00	100.00
Office Supplies	310-513-51		20.72	20.72
Postage	310-513-42		10.71	10.71
Copies	310-513-425		137.85	137.85
Telephone	310-513-41		6.64	6.64

#1 (Hd)
Management Fees - Nov19
Information Tech - Nov19
Office Supplies
Postage
Copies
Telephone

Total	$3,192.59
Payments/Credits	$0.00
Balance Due	$3,192.59

Hopping Green & Sams
Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

RECEIVED
NOV 26 2019
BY:_____

STATEMENT

Westwood/OCC CDD
Governmental Management Services-Central FL, LLC
c/o George Flint
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

November 26, 2019

Bill Number 111298
Billed through 10/31/2019

#3(Hd)
1-310-513-315
uniform method/agree/Mtg

General Counsel
WOCDD 00001 MCE

FOR PROFESSIONAL SERVICES RENDERED

10/02/19	MKR	Review draft agenda and provide comments; review meeting minutes and provide comments.	0.40 hrs
10/04/19	MKR	Prepare for board meeting.	0.90 hrs
10/04/19	APA	Follow-up with district regarding confirmation of publication for uniform method of collection hearing; analyze agenda package; prepare agenda memorandum and hearing notebook.	1.20 hrs
10/06/19	MCE	Complete Department of Economic Opportunity's annual special district fee invoice and update form; complete Department of Management Services survey.	0.20 hrs
10/07/19	MKR	Review proof of publication regarding uniform method of collection hearing.	0.10 hrs
10/08/19	MKR	Prepare for and attend board meeting by phone.	0.60 hrs
10/08/19	APA	Prepare supervisor letters and supervisor notebooks; update district contact list; follow-up on pending agenda items.	0.80 hrs
10/09/19	APA	Conduct secretary of state search; prepare agreement for district engineering services.	1.20 hrs
10/14/19	MKR	Review and finalize district engineering agreement; prepare award letter to Dewberry regarding same.	1.10 hrs
10/15/19	MKR	Review supervisor notebook and provide comments.	0.30 hrs
10/15/19	APA	Revise supervisor notebooks regarding interlocal with Orange County and community development district agreement; finalize transmittal letters regarding same; prepare for overnight delivery regarding same.	1.80 hrs
10/24/19	APA	Follow-up with district regarding pending agenda items and correct address for Franklin; research GMS on-line regarding executed agreements and resolutions.	0.50 hrs
10/25/19	APA	Update transmittal letter for Franklin with new address; coordinate UPS delivery of same.	0.40 hrs

10/27/19	MCE	Complete Florida Division of Retirement Survey.	0.10 hrs

Total fees for this matter $1,818.00

DISBURSEMENTS

Document Reproduction	303.50
United Parcel Service	75.96
Total disbursements for this matter	$379.46

MATTER SUMMARY

Papp, Annie M. - Paralegal	5.90 hrs	145 /hr	$855.50
Eckert, Michael C.	0.30 hrs	375 /hr	$112.50
Rigoni, Michelle K.	3.40 hrs	250 /hr	$850.00
TOTAL FEES			$1,818.00
TOTAL DISBURSEMENTS			$379.46
TOTAL CHARGES FOR THIS MATTER			**$2,197.46**

BILLING SUMMARY

Papp, Annie M. - Paralegal	5.90 hrs	145 /hr	$855.50
Eckert, Michael C.	0.30 hrs	375 /hr	$112.50
Rigoni, Michelle K.	3.40 hrs	250 /hr	$850.00
TOTAL FEES			$1,818.00
TOTAL DISBURSEMENTS			$379.46
TOTAL CHARGES FOR THIS BILL			**$2,197.46**

Please include the bill number on your check.

Hopping Green & Sams
Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

========== STATEMENT ==========

November 26, 2019

Westwood/OCC CDD
Governmental Management Services-Central FL, LLC
c/o George Flint
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

Bill Number 111300
Billed through 10/31/2019

Project Finance
WOCDD 00102 MCE

FOR PROFESSIONAL SERVICES RENDERED

10/02/19	MCE	Review trust indentures; distribute PIF documents.	0.40 hrs
10/02/19	LCW	Review correspondence regarding documents relating to public infrastructure fee; confer with staff regarding same.	0.20 hrs
		Total fees for this matter	$204.00

MATTER SUMMARY

Whelan, Lindsay C.	0.20 hrs	270 /hr	$54.00
Eckert, Michael C.	0.40 hrs	375 /hr	$150.00
TOTAL FEES			$204.00
TOTAL CHARGES FOR THIS MATTER			**$204.00**

BILLING SUMMARY

Whelan, Lindsay C.	0.20 hrs	270 /hr	$54.00
Eckert, Michael C.	0.40 hrs	375 /hr	$150.00
TOTAL FEES			$204.00
TOTAL CHARGES FOR THIS BILL			**$204.00**

Please include the bill number on your check.

Westwood/OCC

Community Development District

FY20 Funding Request #3
December 14, 2019

	Payee		General Fund
1	**Governmental Management Services-CF, LLC**		
	Inv# 5 - Management Fees - December 2019	$	3,016.67
	Inv# 6 - Reimbursable Expenses - December 2019	$	1.06
		$	3,017.73
	Total:	$	3,017.73

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 #: 5
Invoice Date: 12/1/19
Due Date: 12/1/19
Case:
P.O. Number:

Bill To:

Westwood OCC CDD
219 E. Livingston St.
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - December 2019		2,916.67	2,916.67
Information Technology - December 2019		100.00	100.00

Total	$3,016.67
Payments/Credits	$0.00
Balance Due	$3,016.67

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 6
Invoice Date: 12/9/19
Due Date: 12/9/19
Case:
P.O. Number:

Bill To:

Westwood OCC CDD
219 E. Livingston St.
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Office Supplies		0.06	0.06
Postage		1.00	1.00

Total	$1.06
Payments/Credits	$0.00
Balance Due	$1.06

Westwood/OCC

Community Development District

FY20 Funding Request #4
January 31, 2020

	Payee		General Fund		Capital Outlay
1	**Governmental Management Services-CF, LLC**				
	Inv# 7 - Management Fees - January 2020	$	3,019.98		
2	**Hopping Green & Sams**				
	Inv# 111652 - General Counsel - November 2019	$	91.74		
	Inv# 112262 - General Counsel - December 2019	$	75.00		
	Inv# 112263 - Project Finance - December 2019			$	150.00
3	**Orlando Sentinel**				
	Inv# 0146223000 - Notice of FY20 Meeting Dates - December 2019	$	252.50		
		$	**3,439.22**	**$**	**150.00**
			Total:	**$**	**3,589.22**

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 #: 7
Invoice Date: 1/1/20
Due Date: 1/1/20
Case:
P.O. Number:

RECEIVED
JAN 10 2020
BY:

Bill To:
Westwood OCC CDD
219 E. Livingston St.
Orlando, FL 32801

Description #1hd	Hours/Qty	Rate	Amount
Management Fees - January 2020 310-513-34		2,916.67	2,916.67
Information Technology - January 2020 351		100.00	100.00
Office Supplies 51		0.06	0.06
Postage 42		1.00	1.00
Copies 423		2.25	2.25

Total	$3,019.98
Payments/Credits	$0.00
Balance Due	$3,019.98

Hopping Green & Sams
Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

RECEIVED
DEC 18 2019
BY:

========== STATEMENT ==========

December 16, 2019

Westwood/OCC CDD
Governmental Management Services-Central FL, LLC
c/o George Flint
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

Bill Number 111652
Billed through 11/30/2019

#3hd
010-519-315

General Counsel
WOCDD 00001 MCE

FOR PROFESSIONAL SERVICES RENDERED

11/01/19	MKR	Confer with staff regarding board meeting.	0.20 hrs
11/22/19	APA	Follow-up on pending items.	0.20 hrs
		Total fees for this matter	$79.00

DISBURSEMENTS

United Parcel Service	12.74
Total disbursements for this matter	$12.74

MATTER SUMMARY

Papp, Annie M. - Paralegal	0.20 hrs	145 /hr	$29.00
Rigoni, Michelle K.	0.20 hrs	250 /hr	$50.00
TOTAL FEES			$79.00
TOTAL DISBURSEMENTS			$12.74
TOTAL CHARGES FOR THIS MATTER			**$91.74**

BILLING SUMMARY

Papp, Annie M. - Paralegal	0.20 hrs	145 /hr	$29.00
Rigoni, Michelle K.	0.20 hrs	250 /hr	$50.00
TOTAL FEES			$79.00
TOTAL DISBURSEMENTS			$12.74
TOTAL CHARGES FOR THIS BILL			**$91.74**

Please include the bill number on your check.

Hopping Green & Sams
Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

========== STATEMENT ==========

January 17, 2020

Westwood/OCC CDD
Governmental Management Services-Central FL, LLC
c/o George Flint
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

#3hd
310-517-315

Bill Number 112262
Billed through 12/31/2019

RECEIVED
JAN 17 2020
BY:

General Counsel
WOCDD 00001 MCE

FOR PROFESSIONAL SERVICES RENDERED

12/13/19	MKR	Revise engineering agreement.	0.30 hrs
		Total fees for this matter	$75.00

MATTER SUMMARY

Rigoni, Michelle K.	0.30 hrs	250 /hr	$75.00
TOTAL FEES			$75.00
TOTAL CHARGES FOR THIS MATTER			**$75.00**

BILLING SUMMARY

Rigoni, Michelle K.	0.30 hrs	250 /hr	$75.00
TOTAL FEES			$75.00
TOTAL CHARGES FOR THIS BILL			**$75.00**

Please include the bill number on your check.

Hopping Green & Sams
Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

========== STATEMENT ==========

January 17, 2020

Westwood/OCC CDD
Governmental Management Services-Central FL, LLC
c/o George Flint
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

Bill Number 112263
Billed through 12/31/2019

RECEIVED
JAN 17 2020
BY:

Project Finance
WOCDD 00102 MCE

FOR PROFESSIONAL SERVICES RENDERED

12/05/19	MCE	Participate in conference call with financing team.	0.40 hrs
		Total fees for this matter	$150.00

MATTER SUMMARY

Eckert, Michael C.	0.40 hrs	375 /hr	$150.00
TOTAL FEES			$150.00
TOTAL CHARGES FOR THIS MATTER			**$150.00**

BILLING SUMMARY

Eckert, Michael C.	0.40 hrs	375 /hr	$150.00
TOTAL FEES			$150.00
TOTAL CHARGES FOR THIS BILL			**$150.00**

Please include the bill number on your check.

Orlando Sentinel
MEDIA GROUP

PO Box 100608
Atlanta, GA 30384-0608

adbilling@tribpub.com
844-348-2445

Invoice & Summary

Billed Account Name:	Westwood/Occ Cdd
Billed Account Number:	CU80057447
Invoice Number:	014622030000
Amount:	$252.50
Billing Period:	12/01/19 - 12/31/19
Due Date:	01/30/20

INVOICE/SUMMARY

Invoice & Summary Details

Date	tronc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
		Balance Forward				1,355.00
12/11/19		Payment Received :Ref# 9				-1,355.00
		Current Activity				
12/02/19	OSC14622030	Classified Listings, Online Public Hearing for 12/10 6528627 #2wd 10-S17-48				252.50
		Total Current Advertising				252.50

RECEIVED
JAN 13 2020
BY:_____

Total: $252.50

Account Summary

Current	1-30	31-60	61-90	91+	Unapplied Amount
252.50	0.00	0.00	0.00	0.00	0.00

Please detach and return this portion with your payment.

Orlando Sentinel
MEDIA GROUP

PO Box 100608
Atlanta, GA 30384-0608

Return Service Requested

Remittance Section

Billed Period:	12/01/19 - 12/31/19
Billed Account Name:	Westwood/Occ Cdd
Billed Account Number:	CU80057447
Invoice Number:	014622030000

For questions regarding this billing, or change of address notification, please contact Customer Care:

3533001445 PRESORT 1445 1 AB 0.409 P1C8 <B>

WESTWOOD/OCC CDD
STACIE VANDERBILT
219 E. LIVINGSTON STREET STE 320
ORLANDO FL 32801-1538

Orlando Sentinel
PO Box 100608
Atlanta, GA 30384-0608

0800574470800574470301462203 0 00025250 00025250 8

Orlando Sentinel

Published Daily
ORANGE County, Florida

State Of Illinois
County Of Cook

Before the undersigned authority personally appeared Blaine Rogers, who on oath says that he or she is an Advertising Representative of the ORLANDO SENTINEL, a DAILY newspaper published at the ORLANDO SENTINEL in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of 11150-Public Hearing Notice, December 10, 2019 was published in said newspaper in the issues of Dec 02, 2019.

Affiant further says that the said ORLANDO SENTINEL is a newspaper Published in said ORANGE County, Florida, and that the said newspaper has heretofore been continuously published in said ORANGE County, Florida, each day and has been entered as periodicals matter at the post office in ORANGE County, Florida, in said ORANGE County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

RECEIVED

DEC 9 2019

BY:

Blaine Rogers

Signature of Affiant

Name of Affiant

Sworn to and subscribed before me on this 3 day of December, 2019, by above Affiant, who is personally known to me (X) or who has produced identification ( ).

Signature of Notary Public

OFFICIAL SEAL
JAMES D MORGAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/07/21

Name of Notary, Typed, Printed, or Stamped

Sold To:
Westwood/OCC CDD - CU80057447
219 E. Livingston Street
Orlando, FL, 32801

Bill To:
Westwood/OCC CDD - CU80057447
219 E. Livingston Street
Orlando, FL, 32801

6528627

Orlando Sentinel

NOTICE OF MEETINGS WESTWOOD/OCC COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Westwood/OCC Community Development District will hold its regularly scheduled public meetings for the Fiscal Year 2020 at the Offices of GMS-CF, LLC, 219 E. Livingston Street, Orlando, FL 32801, at 10:00 a.m. on the second Tuesday of the month as follows:

December 10, 2019
January 14, 2020
February 11, 2020
March 10, 2020
April 14, 2020
May 12, 2020
June 9, 2020
July 14, 2020
August 11, 2020
September 8, 2020

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for Community Development Districts. A copy of the agenda for a particular meeting may be obtained by contacting the office of the District Manager at 219 E. Livingston Street, Orlando, Florida 32801, (407) 841-5524.

A meeting may be continued to a date, time and place to be specified on the record at that meeting. There may be occasions when one or more Supervisors, staff or other individuals will participate by telephone.

Any person requiring special accommodations at a meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

George S. Flint
Governmental Management Services – Central Florida, LLC
District Manager

0S6528627 12/2/2019

6528627

Westwood/OCC

Community Development District

FY20 Funding Request #5
February 26, 2020

	Payee	General Fund	Capital Outlay
1	**Dewberry Engineers, Inc.**		
	Inv# 1792145 - Engineer's Report/Aerial Exhibits & Maps - January 2020		$ 6,572.50
2	**Governmental Management Services-CF, LLC**		
	Inv# 8 - Management Fees - February 2020	$ 3,066.72	
3	**Hopping Green & Sams**		
	Inv# 112784 - General Counsel - January 2020	$ 162.75	
	Inv# 112785 - Project Finance - January 2020		$ 1,000.00
		$ 3,229.47	$ 7,572.50
		Total:	$ 10,801.97

Please make check payable to:

Westwood/OCC Community Development District
1408 Hamlin Avenue, Unit E
St.Cloud, FL 34771

INVOICE

Dewberry®

Please remit to: DEWBERRY ENGINEERS INC.
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: 13-0746510

Invoice #: 1792145
Invoice Date: 2/14/2020
Due Date: 3/15/2020
Client #: 325345
Contract #: 50119132
Batch #: 2929660

Bill To: WESTWOOD/OCC CDD
135 W. CENTRAL BLVD, SUITE 320
ORLANDO FL 32801

#7

Work Performed Thru Period Ending 1/31/2020

Job: 50119132 Westwood/OCC CDD WA#1

TIME & MATERIAL BILLING

Task ID	Task Description
T001	GENERAL ENGINERING SERVICES

CURRENT PERIOD BILLING

Description	Prev Amount Billed $ .00	Hours	Rate		Amount
ADMIN PROFESSIONAL III		7.50	105.000	$	787.50
ENGINEER I		11.00	110.000	$	1,210.00
ENGINEER IV		2.00	150.000	$	300.00
ENGINEER VIII		3.00	225.000	$	675.00
ENGINEER IX		15.00	240.000	$	3,600.00
	TOTAL HOURLY LABOR	38.50		$	6,572.50
	TOTAL FOR	T001		$	6,572.50
	TOTAL FOR JOB: 50119132			$	6,572.50

TOTAL INVOICE AMOUNT DUE $ 6,572.50
BY 3/15/2020

Please Reference Invoice Number with Payment

RECEIVED

FEB 24 2020

BY:_____

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
REINARDO MALAVE DAVILA

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.

Dewberry®

50119132
Westwood/OCC CDD WA#1

start_date	end_date	emp_id	fullname	cost_code	description	SAT	SUN	MON	TUE	WED	THU	FRI	TOTAL
12/28/2019	1/3/2020 11	668458	BANFIELD, MOLLY J.	T0010000	General Engineering Services - Westwood OCC/CDD aerial exhibits, maps	0	0	3	0	0	0	0	3
1/4/2020	1/10/2020 1	957610	ARMANS, PETER N.	T0010000	Engineer's report General Engineering Services	0	0	0	0	0	1.5	0.5	2
1/4/2020	1/10/2020 1	668458	BANFIELD, MOLLY J.	T0010000	General Engineering Services - Westwood CDD Proposal prep, exhibit drafting	0	0	0	0	0	5.5	2.5	8
1/4/2020	1/10/2020 1	220389	MALAVE DAVILA, REINARDO	T0010000	General Engineering Services- Eng Report- Draft	0	0	0	0	0	3	2	5
1/4/2020	1/10/2020 1	609693	POWELL, AIMEE N.	T0010000	General Engineering Services (Master Engineer's Report)	0	0	0	0	0	1	1.5	2.5
1/18/2020	1/24/2020 1	220389	MALAVE DAVILA, REINARDO	T0010000	General Engineering Services- Coor of Eng Report- Comments	0	0	0	1	2	0	1	4
1/25/2020	1/31/2020 1	220293	CHRISTIE, DANIEL F.	T0010000	General Engineering Services	0	0	0	0	0	0	3	3
1/25/2020	1/31/2020 1	220389	MALAVE DAVILA, REINARDO	T0010000	General Engineering Services- Revise Eng Report	0	0	0	0	2	0	2	4
1/25/2020	1/31/2020 1	609693	POWELL, AIMEE N.	T0010000	General Engineering Services (Engineer's Report Preparation)	0	0	0	0	0	1.5	0.5	2

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 8
Invoice Date: 2/1/20
Due Date: 2/1/20
Case:
P.O. Number:

Bill To:

Westwood OCC CDD
219 E. Livingston St.
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - February 2020		2,916.67	2,916.67
Information Technology - February 2020		100.00	100.00
Office Supplies		0.15	0.15
Postage		2.50	2.50
Copies		47.40	47.40

Total	$3,066.72
Payments/Credits	$0.00
Balance Due	$3,066.72

Hopping Green & Sams
Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

========== STATEMENT ==========

February 18, 2020

Westwood/OCC CDD
Governmental Management Services-Central FL, LLC
c/o George Flint
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

Bill Number 112784
Billed through 01/31/2020

RECEIVED
FEB 17 2020
BY:_____

3(Hd)
1-310-513-315
Analyze agenda pkg/memoran

General Counsel
WOCDD 00001 MCE

FOR PROFESSIONAL SERVICES RENDERED

01/09/20	APA	Analyze agenda package; prepare agenda memorandum and notebook.	1.00 hrs
		Total fees for this matter	$145.00

DISBURSEMENTS

Document Reproduction	17.75
Total disbursements for this matter	$17.75

MATTER SUMMARY

Papp, Annie M. - Paralegal	1.00 hrs	145 /hr	$145.00
TOTAL FEES			$145.00
TOTAL DISBURSEMENTS			$17.75
TOTAL CHARGES FOR THIS MATTER			**$162.75**

BILLING SUMMARY

Papp, Annie M. - Paralegal	1.00 hrs	145 /hr	$145.00
TOTAL FEES			$145.00
TOTAL DISBURSEMENTS			$17.75
TOTAL CHARGES FOR THIS BILL			**$162.75**

Please include the bill number on your check.

Hopping Green & Sams
Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

========== STATEMENT ==========

February 18, 2020

Westwood/OCC CDD
Governmental Management Services-Central FL, LLC
c/o George Flint
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

Bill Number 112785
Billed through 01/31/2020

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FEB 17 2020
BY:_____

#3 (Hold)
1-300-131-101
Rev. Draft Eng. Rpt/res.

Project Finance
WOCDD 00102 MCE

FOR PROFESSIONAL SERVICES RENDERED

01/07/20	MCE	Prepare assessment resolutions.	0.20 hrs
01/07/20	MKR	Prepare assessment resolutions for levying master assessments.	0.70 hrs
01/10/20	MKR	Review draft engineer's report and provide comments.	0.60 hrs
01/12/20	MCE	Review draft engineer's report; prepare comments to same.	0.60 hrs
01/13/20	MKR	Review draft engineer's report and provide comments.	1.50 hrs
	Total fees for this matter		$1,000.00

MATTER SUMMARY

Eckert, Michael C.	0.80 hrs	375 /hr	$300.00
Rigoni, Michelle K.	2.80 hrs	250 /hr	$700.00
TOTAL FEES			$1,000.00
TOTAL CHARGES FOR THIS MATTER			**$1,000.00**

BILLING SUMMARY

Eckert, Michael C.	0.80 hrs	375 /hr	$300.00
Rigoni, Michelle K.	2.80 hrs	250 /hr	$700.00
TOTAL FEES			$1,000.00
TOTAL CHARGES FOR THIS BILL			**$1,000.00**

Please include the bill number on your check.

Westwood/OCC

Community Development District

FY20 Funding Request #6
March 30, 2020

	Payee	General Fund	Capital Outlay
1	**Dewberry Engineers, Inc.** Inv# 1804276 - Engineer's Report/Aerial Exhibits & Maps - February 2020		$ 747.50
2	**Governmental Management Services-CF, LLC** Inv# 9 - Management Fees - March 2020	$ 3,022.03	
3	**Hopping Green & Sams** Inv# 113419 - General Counsel - February 2020 Inv# 113420 - Project Finance - February 2020	$ 174.00	$ 350.00
		$ 3,196.03	**$ 1,097.50**
		Total:	**$ 4,293.53**

Please make check payable to:

Westwood/OCC Community Development District
1408 Hamlin Avenue, Unit E
St.Cloud, FL 34771

INVOICE

Dewberry®

Please remit to: DEWBERRY ENGINEERS INC.
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: 13-0746510

Invoice #: 1804276
Invoice Date: 3/13/2020
Due Date: 4/12/2020
Client #: 325345
Contract #: 50119132
Batch #: 2936951

Bill To: WESTWOOD/OCC CDD
135 W. CENTRAL BLVD, SUITE 320
ORLANDO FL 32801

Dewberry Project: 50119131 Westwood OCC CDD Master
Master agreement

Work Performed Thru Period Ending 2/28/2020

Job: 50119132 Westwood/OCC CDD WA#1

TIME & MATERIAL BILLING

Task ID	Task Description
T001	GENERAL ENGINERING SERVICES

Prev Amount Billed $ 6,572.50

CURRENT PERIOD BILLING

Description	Hours	Rate		Amount
ADMIN PROFESSIONAL III	1.50	105.000	$	157.50
ENGINEER I	1.00	110.000	$	110.00
ENGINEER IX	2.00	240.000	$	480.00
TOTAL HOURLY LABOR	4.50		$	747.50
TOTAL FOR T001			$	747.50

TOTAL FOR JOB: 50119132 $ 747.50

TOTAL INVOICE AMOUNT DUE $ 747.50
BY 4/12/2020

Please Reference Invoice Number with Payment

RECEIVED
MAR 20 2020
GMS-CF, LLC

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
REINARDO MALAVE DAVILA

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.

Dewberry®

50119132
Westwood/OCC CDD WA#1

start_date	end_date	emp_id	fullname	cost_code	description	SAT	SUN	MON	TUE	WED	THU	FRI	TOTAL
2/1/2020	2/7/2020	1 668458	BANFIELD, MOLLY J.	T0010000	General Engineering Services - Aerial map exhibits - Westwood CDD	0	0	0	1	0	0	0	1
2/1/2020	2/7/2020	1 220389	MALAVE DAVILA, REINARDO	T0010000	General Engineering Services- Eng REport- Revisions	0	0	1	1	0	0	0	2
2/8/2020	2/14/2020	609693	POWELL, AIMEE N.	T0010000	General Engineering Services	0	1.5	0	0	0	0	0	1.5

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 9
Invoice Date: 3/1/20
Due Date: 3/1/20
Case:
P.O. Number:

RECEIVED
MAR 06 2020
BY:_____

Bill To:
Westwood OCC CDD
219 E. Livingston St.
Orlando, FL 32801

Description		Hours/Qty	Rate	Amount
Management Fees - March 2020	310-513-34		2,916.67	2,916.67
Information Technology - March 2020	310-513-351		100.00	100.00
Office Supplies	310-513-51		0.21	0.21
Postage	310-513-42		3.50	3.50
Copies	310-513-425		1.65	1.65

#1 (Hd)

Total	$3,022.03
Payments/Credits	$0.00
Balance Due	$3,022.03

Hopping Green & Sams
Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

========== STATEMENT ==========

March 19, 2020

Westwood/OCC CDD
Governmental Management Services-Central FL, LLC
c/o George Flint
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

Bill Number 113419
Billed through 02/29/2020

RECEIVED
MAR 20 2020
BY:_____

#3(Hd)
310-313-315
Agenda/Agree/Policy Res.

General Counsel
WOCDD 00001 MCE

FOR PROFESSIONAL SERVICES RENDERED

02/04/20	APA	Follow-up regarding agenda items; research agreements and resolutions on GMS website.	0.80 hrs
02/25/20	APA	Prepare internal controls policy resolution.	0.40 hrs
		Total fees for this matter	$174.00

MATTER SUMMARY

Papp, Annie M. - Paralegal	1.20 hrs	145 /hr	$174.00
TOTAL FEES			$174.00
TOTAL CHARGES FOR THIS MATTER			**$174.00**

BILLING SUMMARY

Papp, Annie M. - Paralegal	1.20 hrs	145 /hr	$174.00
TOTAL FEES			$174.00
TOTAL CHARGES FOR THIS BILL			**$174.00**

Please include the bill number with your payment.
WIRE/ACH Information
Synovus Bank
Hopping Green & Sams, P.A.
Acct. #:
ABA #:

Hopping Green & Sams
Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

========== STATEMENT ==========

March 19, 2020

Westwood/OCC CDD
Governmental Management Services-Central FL, LLC
c/o George Flint
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

Bill Number 113420
Billed through 02/29/2020

RECEIVED
MAR 20 2020
BY:_____

Project Finance
WOCDD 00102 MCE

FOR PROFESSIONAL SERVICES RENDERED

02/05/20	MKR	Review revised engineer's report and provide comments.	1.40 hrs
		Total fees for this matter	$350.00

MATTER SUMMARY

Rigoni, Michelle K.	1.40 hrs	250 /hr	$350.00
TOTAL FEES			$350.00
TOTAL CHARGES FOR THIS MATTER			**$350.00**

BILLING SUMMARY

Rigoni, Michelle K.	1.40 hrs	250 /hr	$350.00
TOTAL FEES			$350.00
TOTAL CHARGES FOR THIS BILL			**$350.00**

Please include the bill number with your payment.
WIRE/ACH Information
Synovus Bank
Hopping Green & Sams, P.A.
Acct. #:
ABA #:

Westwood/OCC

Community Development District

FY20 Funding Request #7
April 29, 2020

	Payee	General Fund	Capital Outlay
1	**Dewberry Engineers, Inc.**		
	Inv# 1816468 - Revisions to Engineer's Report - March 2020		$ 1,305.00
2	**Governmental Management Services-CF, LLC**		
	Inv# 10 - Reimbursable Expenses - April 2020	$ 4.01	
	Inv# 11 - Management Fees - April 2020	$ 3,016.67	
3	**Hopping Green & Sams**		
	Inv# 114310 - General Counsel - March 2020	$ 462.50	
	Inv# 114311 - Project Finance - March 2020		$ 150.00
		$ 3,483.18	**$ 1,455.00**
		Total:	**$ 4,938.18**

Please make check payable to:

Westwood/OCC Community Development District
1408 Hamlin Avenue, Unit E
St.Cloud, FL 34771

INVOICE

Dewberry

Please remit to: DEWBERRY ENGINEERS INC.
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: 13-0746510

RECEIVED
APR 2 1 2020
BY:_____

Invoice #:	1816468
Invoice Date:	4/15/2020
Due Date:	5/15/2020
Client #:	325345
Contract #:	50119132
Batch #:	2944227

Bill To: WESTWOOD/OCC CDD
135 W. CENTRAL BLVD, SUITE 320
ORLANDO FL 32801

Dewberry Project: 50119131 Westwood OCC CDD Master
Master agreement

Work Performed Thru Period Ending 3/27/2020

Job: 50119132 Westwood/OCC CDD WA#1

TIME & MATERIAL BILLING

Task ID	Task Description
T001	GENERAL ENGINERING SERVICES

Prev Amount Billed $ 7,320.00

Description	Hours	Rate	Amount
			CURRENT PERIOD BILLING
ADMIN PROFESSIONAL III	1.00	105.000	$ 105.00
ENGINEER IX	5.00	240.000	$ 1,200.00
TOTAL HOURLY LABOR	6.00		$ 1,305.00
TOTAL FOR	T001		$ 1,305.00

TOTAL FOR JOB: 50119132 $ 1,305.00

TOTAL INVOICE AMOUNT DUE $ 1,305.00
BY 5/15/2020

Please Reference Invoice Number with Payment

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
REINARDO MALAVE DAVILA

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.

Dewberry

50119132
Westwood/OCC CDD WA#1

start_date	end_date	emp_id	fullname	cost_code	description	SAT	SUN	MON	TUE	WED	THU	FRI	TOTAL
3/7/2020	3/13/2020	220389	MALAVE DAVILA, REINARDO	T0010000	General Engineering Services- Enginers report- Revisions- Cap Projects	0	0	2	1	1	1	0	5
3/7/2020	3/13/2020	609693	POWELL, AIMEE N.	T0010000	General Engineering Services (Engineer's Report Preparation)	0	0	0.5	0.5	0	0	0	1

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 10
Invoice Date: 4/1/20
Due Date: 4/1/20
Case:
P.O. Number:

Bill To:
Westwood OCC CDD
219 E. Livingston St.
Orlando, FL 32801

	Description #1 (h2)	Hours/Qty	Rate	Amount
Office Supplies	310 - 523 - 51		0.21	0.21
Postage	42		2.60	2.60
Copies	425		1.20	1.20

Total	$4.01
Payments/Credits	$0.00
Balance Due	$4.01

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 11
Invoice Date: 4/1/20
Due Date: 4/1/20
Case:
P.O. Number:

Bill To:
Westwood OCC CDD
219 E. Livingston St.
Orlando, FL 32801

#1 (Cont)

Description	Hours/Qty	Rate	Amount
Management Fees - April 2020 310-513-34		2,916.67	2,916.67
Information Technology - April 2020 35		100.00	100.00

Total	$3,016.67
Payments/Credits	$0.00
Balance Due	$3,016.67

Hopping Green & Sams
Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

RECEIVED
APR 24 2020
BY:_____

========== STATEMENT ==========

April 24, 2020

Westwood/OCC CDD
Governmental Management Services-Central FL, LLC
c/o George Flint
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

Bill Number 114310
Billed through 03/31/2020

#3 (hd)
310-573-315

General Counsel
WOCDD 00001 MCE

FOR PROFESSIONAL SERVICES RENDERED

03/11/20	MKR	Prepare correspondence regarding request for district information.	0.20 hrs
03/31/20	MCE	Review issues related to Coronavirus regarding protection of district, impact on district operations and what steps to be taken; prepare steps to deal with same.	1.10 hrs
		Total fees for this matter	$462.50

MATTER SUMMARY

Eckert, Michael C.	1.10 hrs	375 /hr	$412.50
Rigoni, Michelle K.	0.20 hrs	250 /hr	$50.00
TOTAL FEES			$462.50
TOTAL CHARGES FOR THIS MATTER			**$462.50**

BILLING SUMMARY

Eckert, Michael C.	1.10 hrs	375 /hr	$412.50
Rigoni, Michelle K.	0.20 hrs	250 /hr	$50.00
TOTAL FEES			$462.50
TOTAL CHARGES FOR THIS BILL			**$462.50**

Please include the bill number with your payment.

Hopping Green & Sams
Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

RECEIVED
APR 24 2020
BY:_____

========== STATEMENT ==========

April 24, 2020

Westwood/OCC CDD
Governmental Management Services-Central FL, LLC
c/o George Flint
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

Bill Number 114311
Billed through 03/31/2020

Project Finance
WOCDD 00102 MCE

FOR PROFESSIONAL SERVICES RENDERED

03/10/20	MKR	Review revised engineer's report.	0.60 hrs
		Total fees for this matter	$150.00

MATTER SUMMARY

Rigoni, Michelle K.	0.60 hrs	250 /hr	$150.00
TOTAL FEES			$150.00
TOTAL CHARGES FOR THIS MATTER			**$150.00**

BILLING SUMMARY

Rigoni, Michelle K.	0.60 hrs	250 /hr	$150.00
TOTAL FEES			$150.00
TOTAL CHARGES FOR THIS BILL			**$150.00**

Please include the bill number with your payment.

Westwood/OCC
Community Development District

FY20 Funding Request #8
May 16, 2020

	Payee		General Fund
1	**Governmental Management Services-CF, LLC** Inv# 12 - Management Fees - May 2020	$	3,019.60
		$	**3,019.60**
	Total:	**$**	**3,019.60**

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 #: 12
Invoice Date: 5/1/20
Due Date: 5/1/20
Case:
P.O. Number:

Bill To:

Westwood OCC CDD
219 E. Livingston St.
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - May 2020		2,916.67	2,916.67
Information Technology - May 2020		100.00	100.00
Office Supplies		0.03	0.03
Postage		0.50	0.50
Copies		2.40	2.40

Total	$3,019.60
Payments/Credits	$0.00
Balance Due	$3,019.60