

*Dowden West Community  
Development District*

*Agenda*

*February 17, 2022*

# AGENDA

# ***Dowden West***

## ***Community Development District***

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219 E. Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

February 10, 2022

**Board of Supervisors  
Dowden West Community  
Development District**

Dear Board Members:

The Board of Supervisors of Dowden West Community Development District will meet **Thursday, February 17, 2022 at 9:00 AM at the Offices of GMS-CF, LLC, 219 E. Livingston Street, Orlando, FL 32801.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Organizational Matters
  - A. Administration of Oaths of Office to Newly Elected Board Members
  - B. Consideration of Resolution 2022-01 Canvassing and Certifying the Results of the Landowners' Election
  - C. Election of Officers
  - D. Consideration of Resolution 2022-02 Electing Officers
4. Approval of Minutes of October 21, 2021 Meeting and Acceptance of Minutes of November 18, 2021 Landowners' Meeting
5. Ratification of Series 2018 Requisitions #8 - #9
6. Ratification of Non Ad Valorem Assessment Administration Agreement with Orange County Property Appraiser
7. Discussion of Conveyance of Real Property and Improvements from Beachline South Residential, LLC to the District
8. Staff Reports
  - A. Attorney
  - B. Engineer
    - i. Consideration of Work Authorization 2022-1
    - ii. Consideration of Proposal for Preparation of Stormwater Management System Report
  - C. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet and Income Statement
    - iii. Presentation of Arbitrage Rebate Calculation Report
9. Supervisor's Requests
10. Other Business
11. Next Meeting Date
12. Adjournment

The second order of business 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 Organizational Matters. Section A is the administration of Oaths of Office to the newly elected Supervisors. Section B is the consideration of Resolution 2022-01 canvassing and certifying the results of the landowners' election. A copy of the Resolution is enclosed for your review. Section C is the election of officers and Section D is the consideration of Resolution 2022-02 electing officers. A copy of the Resolution is enclosed for your review.

The fourth order of business is the approval of the minutes of the October 21, 2021 meeting and acceptance of the minutes of the November 18, 2021 landowners' meeting. Both minutes are enclosed for your review.

The fifth order of business is the ratification of the Series 2018 Requisitions #8 - #9. A copy of the Requisition is enclosed for your review.

The sixth order of business is the ratification of the non ad valorem assessment administration agreement with the Orange County Property Appraiser. A copy of the agreement is enclosed for your review.

The seventh order of business is the discussion of the conveyance of real property and improvements from Beachline South Residential, LLC to the District. This is an open discussion item.

The eighth order of business is Staff Reports. Section B is the Engineer's Report. Sub-Section 1 is the consideration of Work Authorization 2022-1 for general engineering services. Sub-Section 2 is the consideration of proposal for the preparation of the stormwater management system report. A copy of the report will be provided under separate cover. Section C is the District Manager's Report. Sub-Section 1 includes the check register for approval and Sub-Section 2 includes balance sheet and income statement for review. Sub-Section 3 is the presentation of the arbitrage rebate calculation report for the Series 2018 bonds. A copy of the report is enclosed for your review.

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

Sincerely,



George S. Flint  
District Manager

CC: Jan Carpenter, District Counsel  
Peter Armans, District Engineer  
Darrin Mossing, GMS

Enclosures

## SECTION III

## SECTION B

## RESOLUTION 2022-01

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

**WHEREAS**, pursuant to Section 190.006(2), Florida Statute, a landowners' meeting is required to be held within 90 days of the District's creation and every two years following the creation of a Community Development District for the purpose of electing three (3) supervisors for the District; and

**WHEREAS**, following proper notice of once a week for 2 consecutive weeks in a newspaper of general circulation in the area of the District, the last day of such publication to be not fewer than 14 days or more than 28 days before the date of the election, such landowners meeting was held on November 18, 2021, at which the below-recited persons were duly elected by virtue of the votes cast in their respective favor; and

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

### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT:

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

<u>Supervisor</u>	<u># of Votes</u>	<u>Terms</u>
<u>Ralph Charles Bell</u>	<u>250</u>	4 Year Term
<u>Gregory Clark</u>	<u>250</u>	4 Year Term
<u>Vacant</u>	<u>0</u>	2 Year Term

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

Adopted this 17<sup>th</sup> day of February, 2022.

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Secretary/ Assistant Secretary

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Chairman/Vice Chairman



# SECTION D

## RESOLUTION 2022-02

### A RESOLUTION ELECTING OFFICERS OF THE DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, the Board of Supervisors of the Dowden West Community Development District at a regular business meeting held on February 17, 2022 desires to elect the below recited persons to the offices specified.

### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT:

1. The following persons were elected to the offices shown, to wit:

_____	Chairman
_____	Vice Chairman
_____	Treasurer
_____	Assistant Treasurer
_____	Secretary
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

PASSED AND ADOPTED THIS 17<sup>th</sup> DAY OF FEBRUARY, 2022.

\_\_\_\_\_  
Chairman / Vice Chairman

\_\_\_\_\_  
Secretary / Assistant Secretary

# MINUTES

MINUTES OF MEETING  
DOWDEN WEST  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Dowden West Community Development District was held Thursday, October 21, 2021 at 9:00 a.m. in the offices of GMS-CF, LLC, 219 E. Livingston Street, Orlando, Florida.

Present and constituting a quorum were:

Chuck Bell	Chairman
Gregory Clark	Assistant Secretary
Connie Luong	Assistant Secretary

Also present were:

George Flint	District Manger
Kristen Trucco	District Counsel
Peter Armans	District Engineer <i>by telephone</i>

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Organizational Matters**

- A. Appointment of Individual to Fill the Board Vacancy with a Term Ending November 2021**
- B. Administration of Oath of Office to Newly Appointed Board Member**
- C. Consideration of Resolution 2022-01 Electing an Assistant Secretary**

This item was deferred.

**FOURTH ORDER OF BUSINESS**

**Approval of the Minutes of the September 16, 2021 Meeting**

On MOTION by Mr. Clark seconded by Mr. Bell with all in favor the minutes of the September 16, 2021 meeting were approved as presented.

#### **FIFTH ORDER OF BUSINESS**

#### **Consideration of Agreement with Berger Toombs Elam Gaines & Frank to Provide Auditing Services for Fiscal Year 2021**

Mr. Flint: Each year the District is required to have an annual independent audit performed and you selected Berger Toombs to perform the audit and you enter into annual engagements with them. We included the engagement for Fiscal Year 2021, which ended September 30<sup>th</sup> and the fee is a not to exceed amount of \$3,490, which is consistent with your budget.

On MOTION by Mr. Bell seconded by Mr. Clark with all in favor the engagement letter with Berger Toombs to perform the Fiscal Year 2021 audit was approved.

#### **SIXTH ORDER OF BUSINESS**

#### **Consideration of Proposal from ViaSol Lighting for Purchase of Solar Bollard Lights**

Mr. Flint: Next is a lighting proposal for 12 solar bollards from ViaSol Lighting. There are two options, one was a lease option and one was a purchase option. The lease option was pretty expensive and it was going to be over a 20-year period. We do have some funding remaining in the construction account and my recommendation is that we consider purchasing the bollards and entering into a maintenance agreement with the supplier. We currently have \$55,785 remaining in the project fund that could fund this. If the board is comfortable with that and you approve this, we would submit a requisition to fund it out of the construction account.

On MOTION by Mr. Bell seconded by Mr. Clark with all in favor the proposal from ViaSol Lighting for the purchase of solar bollard lights was approved.

Mr. Flint: We will need an agreement to cover this.

Ms. Trucco: I believe Chuck had sent over a proposed agreement from the vendor. Now that the proposal is approved by the board and the plan to be able to maintain the system is approved, I will tweak the agreement that they provided. We need some indemnification and insurance provisions. I can get that back to you today.

**SEVENTH ORDER OF BUSINESS****Consideration of Maintenance Agreement  
with ViaSol Lighting**

Mr. Flint: We will need two agreements; one we are purchasing the lights and the second and is an agreement for maintenance. That is the one they provided and this would provide maintenance of the bollards for a five-year term at a cost of \$432 per year. They proposed \$36 per month and I propose that we pay it all at once if they will agree with that.

On MOTION by Mr. Bell seconded by Mr. Clark with all in favor the maintenance agreement with ViaSol Lighting was approved.

**EIGHTH ORDER OF BUSINESS****Consideration of Website Proposal from  
ReAlign Web Design**

Mr. Flint: Next is a proposal from ReAlign Web Design. We had not converted the district's website to be ADA compliant so this proposal with ReAlign will allow us to recreate the existing website in a format that is ADA compliant at a cost of \$1,750, which is by far the least expensive option we have found.

Mr. Bell: Are we picking up the option?

Mr. Flint: No, this would be for the \$1,750 not the ongoing maintenance.

On MOTION by Mr. Bell seconded by Mr. Clark with all in favor the agreement with ReAlign Web Design was approved.

**NINTH ORDER OF BUSINESS****Ratification of Temporary Access  
Easement Agreement with Felix Gonzales,  
Jr.**

Mr. Flint: Next is ratification of a temporary access easement for Felix Gonzales and Sylvette Milagros Rodriguez Garcia, they are located at 9560 Launch Point Road. They are constructing a pool behind their home and the district owns a tract of property that runs behind their house. It is currently unimproved at this point, we mow it quarterly and this agreement allowed them to utilize our property to access their backyard. It does include indemnification and restoration provision so if they damage anything they are obligated to repair it.

On MOTION by Mr. Clark seconded by Mr. Bell with all in favor the temporary access easement agreement with Felix Gonzales, Jr. and Sylvette Milagros Rodriguez Garcia, at located at 9560 Launch Point Road was ratified.

**TENTH ORDER OF BUSINESS****Staff Reports****A. Attorney****i. Memorandum Regarding New Statutory Requirement**

Ms. Trucco: The Florida Legislature passed a new law that became effective July 1, 2021 and it requires all cities, counties, and special districts to prepare and send a 20-year projection needs analysis report. Page 2 of the memorandum lists all the details regarding the stormwater system and the wastewater system. We have spoken to a couple district engineers who have indicated that they already have a number of these items. We are directing all our boards to direct the district engineer to work in conjunction with GMS to prepare a proposal detailing the cost to prepare this report and come back before January 1<sup>st</sup> and bring it before the board so the board can formally approve that additional cost to prepare this report. We will send this to Rey and his team for feedback and hopefully, come up with a proposal price.

Mr. Armans: We are aware of the new requirement and we will prepare a proposal to do the work.

Mr. Flint: I think the goal is to bring a proposal back prior to January, however, if we don't have a November/December meeting whenever the next meeting would be is when we would look for it.

Mr. Armans: We are starting to prepare a draft of what they would be looking for on the stormwater side. Nothing on the sewer side. We will put the proposal together.

**B. Engineer**

There being none, the next item followed.

**C. Manager****i. Approval of Check Register**

Mr. Flint presented the check register from September 8, 2021 to October 13, 2021 in the amount of \$17,628.71.

On MOTION by Mr. Clark seconded by Mr. Bell with all in favor the check register was approved.

**ii. Balance Sheet and Income Statement**

A copy of the balance sheet and income statement were included in the agenda package.

**ELEVENTH ORDER OF BUSINESS      Supervisor's Requests**

There being none, the next item followed.

**TWELFTH ORDER OF BUSINESS      Other Business**

There being none, the next item followed.

**THIRTEENTH ORDER OF BUSINESS      Next Meeting Date**

Mr. Flint: The next meeting is scheduled for November 18<sup>th</sup> and I think we have a landowner election, but that is not a Board meeting. If there are no business items, we will cancel the Board meeting. I will get with Chuck as we get closer to that date to determine whether there is a need to meet.

**FOURTEENTH ORDER OF BUSINESS      Adjournment**

On MOTION by Mr. Bell seconded by Mr. Clark with all in favor the meeting adjourned at 9:13 a.m.
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Secretary/Assistant Secretary

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Chairman/Vice Chairman





DOWDEN WEST  
COMMUNITY DEVELOPMENT DISTRICT  
MINUTES OF MEETING

The Dowden West Community Development District landowners' meeting was held Tuesday, November 18, 2021 at 9:00 a.m. in the offices of GMS-CF, LLC, 219 E. Livingston Street, Orlando, Florida.

Present were:

Ralph Charles Bell  
Darrin Mossing

**FIRST ORDER OF BUSINESS**

**Determination of Number of Voting Units  
Represented**

Mr. Mossing stated the first item is to determine the number of voting units represented. Today we have 251 voting units represented by Beachline South Residential, LLC.

**SECOND ORDER OF BUSINESS**

**Call to Order**

Mr. Mossing called the meeting to order at 9:00 a.m.

**THIRD ORDER OF BUSINESS**

**Election of a Chairman for the Purpose of  
Conducting the Landowners' Meeting**

Mr. Mossing asked for the purposes of conducting the landowners' meeting today is there any opposition to me running it as Chairman?

There being none, the next item followed.

**FOURTH ORDER OF BUSINESS**

**Nominations for the Position of Supervisor**

Mr. Bell nominated Ralph Bell and Gregory Clark.

**FIFTH ORDER OF BUSINESS**

**Casting of Ballots**

**SIXTH ORDER OF BUSINESS**

**Tabulation of Ballots**

Mr. Mossing stated Ralph Bell has 250 votes, Gregory Clark has 250 votes, and the third seat was left vacant. Therefore, Chuck and Gregory will serve four-year terms of office and the vacant seat will have a two-year term of office.

**SEVENTH ORDER OF BUSINESS**

**Landowners Questions and Comments**

There being none, the landowners meeting adjourned at 9:01 a.m.

## SECTION V

DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018

The undersigned, a Responsible Officer of the Dowden West Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2018, as supplemented by that certain First Supplemental Trust Indenture dated as of November 1, 2018 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number: 8
- (B) Name of Payee; SOS Solar Inc d/b/a Viasol Lighting
- (C) Amount Payable; \$36,192.00
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Deposit amount for purchase of Solar lighting
- (E) Subaccount from which disbursement to be made: 2018 Project Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the account referenced in "E" above;
3. each disbursement set forth above was incurred in connection with the Cost of the 2018 Project;
4. each disbursement represents a Cost of the 2018 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

**DOWDEN WEST COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

Date: 11/3/21

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the 2018 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the 2018 Project improvements being acquired from the proceeds of the 2018 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the 2018 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the 2018 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the 2018 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

Reinardo Malave, PE, is a duly Licensed Professional Engineer in the State of Florida. His license number is 10000. Reinardo Malave, PE, is a duly Licensed Professional Engineer in the State of Florida. His license number is 10000. Reinardo Malave, PE, is a duly Licensed Professional Engineer in the State of Florida. His license number is 10000.

District Engineer

Reinardo Malave, PE  
Dewberry Engineers Inc.

## CHECK REQUEST FORM

DISTRICT/ASSOCIATION: Dowden West CDD DATE: 11/2/2021

PAYABLE TO: SOS Solar, Inc. d/b/a Viasol Lighting

AMOUNT REQUESTED: \$36,192.00

REQUESTED BY: S. Vanderbilt

ACCOUNT # \_\_\_\_\_

DESCRIPTION OF NEED: Deposit amount for purchase of solar lighting

APPROVED BY: George S. Flint

SIGNATURE: 

## **AGREEMENT FOR SOLAR LIGHTING**

(Dowden West Community Development District and Sos Solar, Inc. d/b/a Viasol Lighting)

**THIS AGREEMENT FOR SOLAR LIGHTING** ("Agreement"), effective as of the 28<sup>th</sup> day of October, 2021 (the "Effective Date"), between the **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the "District"), a local unit of special purpose government created under Chapter 190, *Florida Statutes*, whose mailing address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **SOS SOLAR, INC. D/B/A VIASOL LIGHTING**, a Nevada corporation (hereinafter referred to as "Contractor"), whose mailing address is 1743 Independence Boulevard, D6, Sarasota, Florida 34234.

### **WITNESSETH:**

Subject to and upon the terms and conditions of this Agreement and in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

#### **1. DEFINITIONS.**

(a) **Agreement.** The Agreement consists of: (i) this Agreement for Solar Lighting; and (ii) the Contractor's Proposal No. VL200287, dated October 5, 2021, attached hereto as Exhibit "A" (the "Proposal"). The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation, or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 14. In the event of any conflict between the terms herein and term(s) in the Proposal, the terms herein shall prevail.

(b) **Services.** The term "Services" as used in this Agreement shall be construed to include all activities and services set forth in the Proposal, and all obligations of Contractor under this Agreement, including any addenda or special conditions.

#### **2. SCOPE OF WORK.**

(a) A description of the nature, scope, location and schedule of the Services to be performed by Contractor under this Agreement shall be as described in the Proposal. The area to be included under this Agreement may be amended by the mutual consent of the District and the Contractor.

**3. COMMENCEMENT OF SERVICES AND TERM.** Contractor shall commence the Work on the Effective Date and shall perform same in accordance with the terms herein, including the Proposal. Pursuant to the Proposal, completion shall be by February 28, 2022, and as determined by the sole reasonable satisfaction of the District which shall be evidenced by the District's payment to the Contractor.

**4. DISTRICT MANAGER.**

(a) The District's authorized representative (herein referred to as the "District Manager") shall be the District Manager of the District, which is Governmental Management Services - Central Florida, LLC, whose mailing address is 219 E. Livingston Street, Orlando, Florida, 32801, Attention: George Flint; provided, however, that the District may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the District's representative for the purpose of this Agreement.

(b) All actions to be taken by, all approvals, notices, consent, directions and instruction to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the District shall be taken, given, and made by, or delivered or given to the District Manager in the name of and on behalf of the District, provided, however, that the District (and not the District Manager or any other agents of the District) shall be solely obligated to the Contractor for all sums required to be paid by the District to the Contractor hereunder.

**5. COMPENSATION PAYMENTS AND INSPECTION RIGHTS PRIOR TO FINAL PAYMENT.**

(a) In accordance with the terms of the Proposal, the District agrees to pay the Contractor a total fee of \$36,192 at the time of signing this Agreement, and \$9,048 after the Services are completed and have been inspected and approved by the District's authorized representative.

(b) Work Authorizations shall mean orders or directives issued by the District. Work Authorizations shall be issued for repairs or emergency services, changes to the scope of the area in which services are required, or for any services beyond those set forth in Article 2. Services performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the District's sole discretion. Contractor shall not be entitled to compensation for Services outside the scope of Article 2 unless Contractor has obtained prior written authorization of District to perform the same.

(c) District retains the right to reduce any portion of Contractor's Scope of Services as set forth in Article 2. Should this occur, a revised Scope of Services will be agreed upon in writing by both District and Contractor.

**6. REPRESENTATIONS WARRANTIES AND COVENANTS.**

(a) Contractor hereby represents to District that: (i) it has the experience, qualifications and skill to perform the Services as set forth in this Agreement; (ii) it is duly licensed and permitted to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iii) has the necessary equipment, materials and inventory required to perform the Services as set forth in this



Agreement; (iv) it has by careful examination satisfied itself as to: (a) the nature, location and character of the area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the area, and to the extent pertinent, all other conditions, and (b) all other matters or things which could in any manner affect the performance of the Services.

(b) The Contractor warrants to the District that all materials furnished under this Agreement shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with the Agreement documents.

**7. EMPLOYEES: INDEPENDENT CONTRACTOR STATUS.**

(a) All matters pertaining to the employment, supervision, compensation, insurance, promotion, and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Contractor shall enforce strict discipline and good order among its employees on the District's premises. Contractor shall comply with all requirements of the E-Verify System as set forth in Article 18.

(b) Contractor is an independent contractor and not an employee of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and Contractor. Contractor has no authority to enter into any contracts or contracts, whether oral or written, on behalf of the District.

**8. COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES.**

(a) At all times, Contractor shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders. Contractor is responsible for obtaining all permits or other approvals required for the Services.

(b) Contractor hereby covenants and agrees to comply with all of the rules, ordinances and regulations of governmental authorities wherein the District's facilities are located, as said rules, etc. may specifically relate to Contractor or its Services provided hereunder, at Contractor's sole cost and expense, and Contractor will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the Services described herein as may be issued by any governmental agency having jurisdiction over Contractor, unless specifically instructed by the District that it intends to contest such orders or requirements and that Contractor shall not comply with the same. Contractor shall provide immediate notice to the District of any such orders or requirements upon receipt of same.

(c) The District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Contractor agrees to comply with all applicable requirements of the "Sunshine

Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to Contractor.

**9. WORKPLACE ENVIRONMENT AND PUBLIC SAFETY.**

(a) Contractor agrees to provide a safe and healthy workplace environment for its employees and agents and a safe and healthy environment for the public at all times. Contractor shall promptly correct any unsafe condition or health hazard in its control and shall immediately report any such condition to the District). In addition to all other requirements of this Agreement, Contractor shall comply with all federal, state and local laws and regulations related to health and safety. Further, Contractor acknowledges that all vehicles and equipment must be properly and safely operated and, where applicable, licensed and/or permitted, to operate on public roadways. Contractor acknowledges that it is responsible for public safety issues including but not limited to: proper work methods, use of protective equipment, safe maintenance, traffic control through work zones, and handling and use of materials, vehicles, and equipment.

(b) The Contractor agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the District has undertaken or assumed any part of that responsibility.

(c) Contractor shall, prior to performing any of the Services, provide employees with training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials, vehicles, and equipment. Contractor will not ask or allow any employee to operate any vehicle or equipment until the employee has received all relevant and advisable training. Contractor shall assure that all employees are licensed and/or have all applicable permits, necessary to perform the Services.

(d) Contractor will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees.

**10. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.**

(a) Contractor understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Contractor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Contractor acknowledges and agrees that the public records custodian of the District is the District Manager, which is currently Governmental Management Services - Central Florida, LLC (the "Public Records Custodian"). Contractor shall, to the extent applicable by law:

(i) Keep and maintain public records required by District to perform services;

(ii) Upon request by District, provide District with the requested public 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;

(iii) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and

(iv) Upon completion of the Agreement, transfer to District, at no cost, all public records in District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT (407-841-5524), OR BY EMAIL AT [GFLINT@GMSCEL.COM](mailto:GFLINT@GMSCEL.COM), OR BY REGULAR MAIL AT 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801, ATTENTION: DISTRICT PUBLIC RECORDS CUSTODIAN.**

#### **11. INSURANCE.**

(a) Contractor shall, throughout the performance of its services pursuant to this Agreement, maintain at a minimum:

(i) Occurrence based comprehensive general liability insurance (including broad form contractual coverage), with a minimum limit of \$1,000,000 single limit per occurrence, protecting it and District from claims for bodily injury (including death), property damage, contractual liability, products liability and personal injury which may arise from or in connection with the performance of Contractor's services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees;

(ii) Occurrence based automobile liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed hereunder;

(iii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of \$100,000 per occurrence; and

(iv) Employers liability, with a minimum coverage level of \$1,000,000.

(b) All such insurance required in Paragraph 11(a) shall be with companies and on forms acceptable to District and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to District; the insurance required under paragraph 11(a)(i) shall name the District as an additional insured. Certificates of insurance (and copies of all policies, if required by the District) shall be furnished to the District. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to District whatsoever.

12. SOVEREIGN IMMUNITY. Nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. INDEMNIFICATION Contractor agrees to indemnify, save harmless and defend the District, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the District, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) Contractor's (or its agents, employees or subcontractors) breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Contractor, its agents, employees or subcontractors, related to or in the performance of this Agreement.

14. MODIFICATIONS ADDITIONS OR DELETIONS TO THE SERVICES.

(a) A Work Authorization shall be in writing by the District, which shall consist of additions, deletions or other modifications to the Agreement.

(b) The District may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the District. Upon receipt of any Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 5 in this Agreement.

15. PROTECTION OF PERSONS AND PROPERTY- MONITORING.

(a) In addition to all other requirements hereunder, the Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to persons

involved in any way in the Services and all other persons, including, without limitation, the employees, agents guests, visitors, invitees and licensees of the District and community residents, tenants, and the general public that may be affected thereby.

(b) All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the District and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

(c) The Contractor shall at all times keep the general area in which the Services are to be performed, including but not limited to sidewalks, roadways, trails, rights-of-way, open spaces, and all such areas impacted by the Services, clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The District may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the District may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the District may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the District in undertaking such action against any sums then or thereafter due to the Contractor.

(d) Contractor shall cooperate with and participate in, at no additional cost or charge, all programs, plans or routines for monitoring and reporting to District, as required in the sole discretion of the District, to ensure satisfactory performance of the Services provided hereunder.

## **16. SUSPENSION OR TERMINATION.**

(a) Anything in this Agreement to the contrary notwithstanding, District shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor.

(b) If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the District, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Agreement, then the District may, without prejudice to any other right or remedy available to the District and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of Contractor. In addition, without terminating this Contract as a whole, the District may, under any of the circumstances above, terminate any portion of this Contract (by reducing, in such as manner as District deems

appropriate, the Scope of Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the District may deem expedient.

17. **SUBCONTRACTORS.** If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

(a) Nothing contained in the Agreement shall create any contractual relationship between the District and any Subcontractor. However, it is acknowledged that the District is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

(b) Contractor shall coordinate the services of any Subcontractors and remain fully responsible under the terms of this Agreement; Contractor shall be and remain responsible for the quality, timeliness and coordinate of all Services furnished by the Contractor or its Subcontractors.

(c) All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and condition of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the District, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

18. **COMPLIANCE WITH E-VERIFY SYSTEM**

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

19. NOTICE.

(a) Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, overnight delivery service, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to District: Dowden West Community Development District  
c/o Governmental Management Services – Central Florida,  
LLC  
219 E. Livingston Street  
Orlando, Florida 32801  
Attention: George Flint, District Manager  
Telephone: (407) 841-5524

Copy to: Latham, Luna, Eden & Beaudine, LLP  
201 S. Orange Ave., Suite 1400  
Orlando, Florida 32801  
Attention: Jan Albanese Carpenter, District Counsel  
Telephone: (407) 481-5800

If to Contractor: Sos Solar, Inc., d/b/a Viasol Lighting  
1743 Independence Boulevard, D6  
Sarasota, Florida 34234  
Telephone: (941) 724-0610

(b) Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

20. ATTORNEYS' FEES. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties the Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

21. GOVERNING LAW AND JURISDICTION. This Agreement shall be interpreted and enforced under the laws of the State of Florida. The parties will comply with the

terms of the Agreement only to the extent they are enforceable or permitted under Florida law. Any litigation arising under this Agreement shall occur in a court having jurisdiction in Lee County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO PERSONAL JURISDICTION AND VENUE IN ORANGE COUNTY, FLORIDA.**

22. **SEVERABILITY.** In the event that any provision of this Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity, or if this leads to an impracticable result, shall be stricken, but in either event, all other provisions of the Agreement shall remain in full force and effect.

23. **NO WAIVER.** No failure by either party to insist upon the strict performance of any covenant, duty, contract or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, contract, term or condition. Any party hereto, by written notice executed by such party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, contract, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

24. **NO MODIFICATION.** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire contract made between the parties and may not be modified orally or in any manner other than by a contract in writing signed by all parties hereto or their respective successors in interest.

25. **TIME IS OF THE ESSENCE.** The time for delivery and/or completion of the work to be performed under the Agreement shall be of the essence of the Agreement.

26. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained herein, the Contractor acknowledges that prior to the execution of the Agreement it has thoroughly reviewed and inspected the Agreement documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and doubtful language will not be interpreted or construed against any Party.

27. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same contract.



**SIGNATURE PAGE TO  
AGREEMENT FOR SOLAR LIGHTING**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed  
affective as of the day and year first above written.

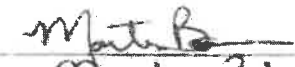
**DISTRICT:**

**DOWDEN WEST COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Name: RALPH CHARLES BIEL  
Chairman/Vice-Chair, Board of Supervisors

**CONTRACTOR:**

**SOS SOLAR, INC. D/B/A VIASOL  
LIGHTING, a Nevada corporation**

By:   
Print: Monte Bains  
Title: Director

**EXHIBIT "A"**

**PROPOSAL**

**Viasol Lighting Proposal, dated October 5, 2021**

*[Attached.]*



<b>Date</b>	<b>Proposal #</b>
<b>10/5/2021</b>	<b>VL200287</b>

<b>Ship To</b>
<b>Meridian Parks 11932 Landing Point Loop Orlando, FL 32832</b>

**SOS Solar Inc., dba Viasol Lighting 1743 Independence Blvd ,D6, Sarasota, FL 34234 | 941.724.0610    monte@viasol-lighting.com**



DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2018

The undersigned, a Responsible Officer of the Dowden West Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2018, as supplemented by that certain First Supplemental Trust Indenture dated as of November 1, 2018 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

- (A) Requisition Number: 9
- (B) Name of Payee; Dewberry Engineers Inc
- (C) Amount Payable; \$300.00
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 1998444-A - General Engineer Services
- (E) Subaccount from which disbursement to be made: 2018 Project Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the account referenced in "E" above;
3. each disbursement set forth above was incurred in connection with the Cost of the 2018 Project;
4. each disbursement represents a Cost of the 2018 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

DOWDEN WEST COMMUNITY  
DEVELOPMENT DISTRICT

By:   
Responsible Officer

Date: 01/03/22

The undersigned District Engineer hereby certifies that; (i) this disbursement is for the Cost of the 2018 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the 2018 Project improvements being acquired from the proceeds of the 2018 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the 2018 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the 2018 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the 2018 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

  
District Engineer      Reinardo Malave, PE  
Dewberry Engineers Inc.

DATE: 12-07-21

**INVOICE****Dewberry®**

Please Remit to: Dewberry Engineers Inc  
P.O. Box 821824  
Philadelphia, PA 19182-1824

Bill To: Dowden West CDD  
GMS  
219 E Livingston Stree  
Orlando FL 32801

Invoice #: 1998444-A  
Invoice Date: 8/20/2021  
Due Date: 9/19/2021  
Client #: 741339  
Contract #: 50097961  
Batch #: 3069396

Work Performed Thru Period Ending 7/30/2021

Job: 50097961 Dowden West CDD Rng  
Phase 4

**TIME & MATERIAL BILLING**

**Task ID**  
T002

**Task Description**  
General Eng Services

**Description**

Engineer VI

Prev Amount Billed \$ \$0.00

**CURRENT PERIOD BILLING**

	Hours	Rate	Amount
	1.5	\$200.00	\$300.00
TOTAL HOURS LABOR	1.5		\$300.00

Please remit to:  
Dewberry Engineers inc.  
PO Box 821824  
Philadelphia, PA 19182-1824

TOTAL FOR JOB:50105263 \$300.00

**TOTAL INVOICE AMOUNTS DUE**  
**BY 9/19/20 \$300.00**



50097961

Dowden West CDD Eng WA 2018-1

start_date	end_date	emp_id	fullname	cost_code	description	SAT	SUN	MON	TUE	WED	THU	FRI	TOTAL
6/26/2021	7/2/2021	1	220319 JOHNSON, ROBERT M.	T0020000	Engineering Services - Phase 4 OCU requisition	0	0	1.5	0	0	0	0	1.5



## SECTION VI

## **NON-AD VALOREM ASSESSMENT ADMINISTRATION AGREEMENT**

An AGREEMENT made this 1<sup>st</sup> day of October 2021 between **AMY MERCADO, MBA**, as Orange County Property Appraiser (Property Appraiser) and **Dowden West CDD**, (Taxing Authority); and is effective upon acceptance by both parties and through September 30, 2022.

1. The Taxing Authority desires to use the services of the Property Appraiser to maintain non-ad valorem assessments on the tax roll and the Property Appraiser is prepared to do so, on behalf of the Taxing Authority. Each party represents that it has satisfied all conditions necessary to enter into this agreement.

2. The Property Appraiser agrees to perform the following service for the Taxing Authority:

A. Create a Non-Ad Valorem Assessment Roll for the Taxing Authority for the 2021 tax roll year using data provided annually to the Property Appraiser's Office by the Taxing Authority per attached Calendar for Implementation of Non-Ad Valorem Assessment Roll.

B. Provide the Taxing Authority with a data file in a compatible format on or before April 1, containing all parcels within the boundaries of the Taxing Authority to be used for the Taxing Authority's planning purposes in establishing its non-ad valorem assessments. Provide subsequent files or reports at request of the Taxing Authority.

C. Receive from the Taxing Authority its proposed or adopted non-ad valorem assessment levy for each type of property and extend that amount against each parcel of real property as stipulated by Taxing Authority.

D. Include the Taxing Authority's non-ad valorem assessments on the Notice of Proposed Property Taxes and Proposed or Adopted Non-Ad Valorem Assessments mailed to all property owners in August of each year.

E. Receive from the Taxing Authority, corrections or changes to the roll and update the Non-Ad Valorem Assessment Roll for tax bills on or before September 15 of each year, the statutory deadline for certification of non-ad valorem assessments.

F. Deliver the Taxing Authority's Non-Ad Valorem Assessment Roll to the Orange County Tax Collector's Office so that tax bills mailed on or about November 1 will include the Taxing Authority's non-ad valorem assessment levies.

3. Taxing Authority agrees to perform the following acts in connection with this agreement:

A. Advise the property owners within the Taxing Authority in an appropriate and lawful manner of the Taxing Authority's intention to utilize the Uniform non-ad valorem assessment method described in Sections 197.3631 through 197.3635, Florida Statutes, and carry out its responsibilities under said sections.

B. Timely provide the Property Appraiser with information required to prepare the Uniform Non-Ad Valorem Assessment Roll per the Calendar For Implementation Of Non-Ad Valorem Assessment Roll.

C. Advise the property owners within the Taxing Authority as appropriate that the Property Appraiser's office is acting in a ministerial capacity for the Taxing Authority in connection with the non-ad valorem assessments.

D. Preparation and delivery of certificate of corrections directly to Tax Collector, with copy to Property Appraiser, for any corrections to a certified final tax roll.

4. The Taxing Authority shall use its best efforts in furnishing the Property Appraiser with up-to-date data concerning its boundaries, proposed assessments, and other information as requested from time to time by the Property Appraiser and necessary to facilitate his making the assessment in question. The Property Appraiser shall, using the information provided by the Taxing Authority, place the district's non-ad valorem assessments, as made from time to time and certified to him, on properties within the district.

5. The Property Appraiser shall be compensated by the Taxing Authority for the administrative costs incurred in carrying out this Agreement. These costs include, but are not limited to labor, printing, forms, office supplies, computer equipment usage, postage, programming, or any other associated costs.

On 1<sup>st</sup> day of October 2021 an administrative fee will be invoiced to the Taxing Authority equivalent to **\$0** per parcel assessed with a non-ad valorem tax. Parcel counts supporting the invoiced fee will be determined based upon the most current certified non-ad valorem assessment roll. Any new assessments added to the tax roll that were not previously certified and invoiced an administrative fee, will be separately invoiced on or around July 15 and prior to mailing of the Notice of Proposed Property Taxes in August.

6. The specific duties to be performed under this agreement and their respective timeframes are contained in the Calendar for Implementation of Non-Ad Valorem Assessment Roll, which is incorporated herein by reference.

7. This agreement constitutes the entire agreement between the parties and can only be modified in writing.

8. All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.

9. All communications required by this agreement shall be in writing and sent by first class mail, email, or facsimile to the other party.

Notices to the Taxing Authority shall be addressed to:


Dowden West CDD  
Jason Showe  
Governmental Management Services  
135 W. Central Blvd., Ste 320  
Orlando, FL 32801  
jshowe@govmgtsvc.com  
(407)841-5524 x105

Notices to the Property Appraiser shall be addressed to:

Carmen Crespo, Director, Accounting and Finance  
Orange County Property Appraiser  
200 S. Orange Ave., Suite 1700  
Orlando, FL 32801  
[ccrespo@ocpafl.org](mailto:ccrespo@ocpafl.org)  
(407)836-5353

10. TERMINATION. This Agreement may be terminated by either party upon written notice. Property Appraiser will perform no further work after the written termination notice is received.

ORANGE COUNTY PROPERTY APPRAISER

Signed   
Amy Mercado (Feb 2, 2022 17:44 EST)  
AMY MERCADO, MBA

Date Feb 2, 2022

DOWDEN WEST CDD

Name 

Signed 

Date 31 JAN 2022

## **CALENDAR FOR IMPLEMENTATION OF NON-AD VALOREM ASSESSMENTS**

On or about April 1<sup>st</sup> , Property Appraiser to provide the Taxing Authority with an electronic file that includes parcel ID and any other information applicable or requested. Taxing Authority may request this file at any time after January 1<sup>st</sup>, but must understand that many splits/ combos, annexations, etc., may not be reflected early in the tax year and subsequent files may be necessary. If any additional information is required at any time by Taxing Authority, it should be requested of the Property Appraiser by Taxing Authority, allowing for a reasonable turnaround time. The file shall be in an ascii file, text or excel file, unless another format is requested and agreed upon between parties.

### **June 1**

- Property Appraiser distributes Best Estimate of Taxable Value to all Taxing Authorities.

### **July 1**

- Property Appraiser certifies Preliminary tax roll to all taxing authorities.
- Taxing Authority reviews all assessments and provides final approval for Notice of Proposed Property Taxes (TRIM)

### **July 15**

- Property Appraiser to invoice Administrative Fee for new parcels, if any, assessed and in excess of prior year certified non-ad valorem assessment roll parcel count.

### **August 4**

- Taxing Authority adopts its proposed millage rate and submits to the Property Appraiser for TRIM.

### **August 24**

- Last day Property Appraiser can mail TRIM notices to all property owners on the tax roll.

### **September 3 – October 3**

- Taxing Authority holds initial and final public budget hearings.

### **September 15**

- Taxing Authority certifies final non-ad valorem assessment roll to Property Appraiser on or before September 15 with any changes, additions, or deletions to the non-ad valorem assessment roll since the TRIM notices.

### **October**

- Property Appraiser to mail Non-Ad Valorem Assessment Administration Agreement and invoice for non-ad valorem assessment processing for subsequent tax roll, based upon most recent certified non-ad valorem assessment roll parcel count.

- Property Appraiser delivers the Taxing Authority non-ad valorem assessment roll to the Tax Collector for collection of taxes on November 1 tax bills.

## SECTION VII

## RESOLUTION 2022-03

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT APPROVING THE CONVEYANCE OF REAL PROPERTY AND IMPROVEMENTS FROM BEACHLINE SOUTH RESIDENTIAL, LLC; AUTHORIZING DISTRICT STAFF AND THE CHAIRMAN TO REVIEW, EXECUTE AND ACCEPT ALL DOCUMENTS TO EFFECTUATE SUCH CONVEYANCE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Dowden West Community Development District (the “District”) is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), for the purpose of, among other things, financing and managing the acquisition, construction, maintenance and operation of certain infrastructure within and without the boundaries of the premises to be governed by the District; and

**WHEREAS**, the District has the authority, generally under the Act, and specifically under Section 190.012, *Florida Statutes*, to acquire real property and improvements for, among other things, the purposes of operating and maintaining systems, facilities, and basic infrastructure within the District; and

**WHEREAS**, the District has the authority, generally under Florida Law and the Act, and specifically under Section 190.011(7)(a), *Florida Statutes*, to acquire, dispose of any real property, dedications or platted reservations in any manner so long as it is in the best interest of the District; and

**WHEREAS**, Beachline South Residential, LLC, a Florida limited liability company (hereinafter “Beachline”), has requested the transfer and acceptance of real property and infrastructure improvements, as more particularly described in the Special Warranty Deed, Bill of Sale Absolute and Agreement, Agreement Regarding Taxes, Owner’s Affidavit and Certificate of District Engineer, attached hereto as Exhibit “A” (the “Conveyance Documents”), from Beachline to the District; and

**WHEREAS**, the District Counsel and the District Manager have reviewed the conveyances from Beachline, and the District Engineer has also reviewed the conveyances and has provided a Certificate of District Engineer for each conveyance, attached hereto as part of Exhibit “A,” to evidence compliance with the requirements of the District for accepting the conveyances.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the District (the “Board”), as follows:

1. **Incorporation of Recitals.** The above recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. Approval of Acquisition and Transfer of the Real Property and Improvements. The Board hereby approves the transfer and acceptance of the real property and improvements described in Exhibit "A," from Beachline to the District, and approves and accepts the documents evidencing such conveyances in Exhibit "A."

3. Authorization of District Staff. The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), District Counsel, and the District Engineer are hereby authorized and directed to take all actions necessary or desirable in connection with the conveyance of the real property and improvements described in Exhibit "A," and all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions contemplated by this Resolution.

4. Ratification of Prior Actions. All actions taken to date by the District Officers, District Manager, District Counsel, District Engineer, are hereby ratified and authorized on behalf of the District.

5. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

6. Effective Date. This Resolution shall take effect immediately upon its adoption.

*[Continues on the Following Pages]*



**PASSED** in public meeting of the Board of Supervisors of the Dowden West Community Development District, this 17th day of February, 2022.

**DOWDEN WEST COMMUNITY  
DEVELOPMENT DISTRICT**

Attest:

\_\_\_\_\_  
Print: \_\_\_\_\_  
Secretary/Asst. Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT “A”**

**CONVEYANCE DOCUMENTS**

1. Special Warranty Deed
2. Bill of Sale Absolute and Agreement
3. Owner’s Affidavit
4. Agreement Regarding Taxes
5. Certificate of District Engineer

**THIS INSTRUMENT PREPARED BY  
AND TO BE RETURNED TO:**

Jan Albanese Carpenter, Esq.  
Latham, Luna, Eden & Beaudine LLP  
201 S. Orange Avenue, Suite 1400  
Orlando, Florida 32801

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** made as of this \_\_\_\_\_ day of February, 2022 by **BEACHLINE SOUTH RESIDENTIAL, LLC**, a Florida limited liability company (the “Grantor”), whose principal address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811, to **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district created pursuant to Chapter 190, *Florida Statutes* (the “Grantee”), whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

(Whenever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

That the Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Orange County, Florida, more particularly described as follows (the “Property”).

**SEE EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN  
BY REFERENCE.**

**TOGETHER WITH** all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND** the Grantor does hereby covenant with the Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby specially warrants that title to the Property is free from all encumbrances except for restrictions, covenants, conditions, easements and other matters of record (provided, however, that reference thereto shall not serve to re-impose same) and taxes for the year 2021 and subsequent years, and that the Grantor will defend title to the Property against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

*[SIGNATURES ON FOLLOWING PAGE]*

**IN WITNESS WHEREOF**, the said Grantor has caused these presents to be executed in its name, the day and year first above written.

Signed, sealed and delivered in our presence:

**“GRANTOR”**

**BEACHLINE SOUTH RESIDENTIAL, LLC**, a Florida limited liability company

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_

Print: Dave Baselice

Title: Vice President

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of February, 2022, by David Baselice, as Vice President of **BEACHLINE SOUTH RESIDENTIAL, LLC**, a Florida limited liability company, on behalf of the limited liability company. Said person is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public; State of Florida

Print Name: \_\_\_\_\_

Comm. Exp.: \_\_\_\_\_; Comm. No.: \_\_\_\_\_

## **EXHIBIT "A"**

### **Description of the Property**

Tract C, according to the STARWOOD PHASE N-1A plat, as recorded in Plat Book 97, Page 149, Public Records of Orange County, Florida.

Tract P, according to the STARWOOD PHASE N-1A plat, as recorded in Plat Book 97, Page 149, Public Records of Orange County, Florida.

Tract YY, according to the STARWOOD PHASE N-1A plat, as recorded in Plat Book 97, Page 149, Public Records of Orange County, Florida.

Tract ZZ, according to the STARWOOD PHASE N-1A plat, as recorded in Plat Book 97, Page 149, Public Records of Orange County, Florida.

Tract H, according to the STARWOOD PHASE N-1A plat, as recorded in Plat Book 97, Page 149, Public Records of Orange County, Florida.

Tract G, according to the STARWOOD PHASE N-14 plat, as recorded in Plat Book 103, Page 142, Public Records of Orange County, Florida.

Tract N, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract O, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract P, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract Q, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract R, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract R, according to the STARWOOD PHASE N-1B SOUTH plat, as recorded in Plat Book 106, Page 62, Public Records of Orange County, Florida.

Tract S, according to the STARWOOD PHASE N-1B SOUTH plat, as recorded in Plat Book 106, Page 62, Public Records of Orange County, Florida.

Tract T, according to the STARWOOD PHASE N-1B SOUTH plat, as recorded in Plat Book 106, Page 62, Public Records of Orange County, Florida.

Tract U, according to the STARWOOD PHASE N-1B SOUTH plat, as recorded in Plat Book 106, Page 62, Public Records of Orange County, Florida.

## **BILL OF SALE ABSOLUTE AND AGREEMENT**

Dowden West Community Development District

**THIS BILL OF SALE ABSOLUTE AND AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the “District”), a Florida community development district created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **BEACHLINE SOUTH RESIDENTIAL, LLC**, a Florida limited liability company (hereinafter referred to as “Developer”) whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811, and

### **RECITALS**

**WHEREAS**, Developer owns certain improvements, equipment and personal property located within the boundaries of the District, and the extent, nature and location of such improvements and equipment is more fully set forth in Exhibit “A” attached hereto (collectively, the “Improvements”); and

**WHEREAS**, both Developer and the District find it to be in the best interest of both parties for the District to perpetually own, operate and maintain the Improvements, as the District may deem reasonable or appropriate, within its sole discretion, for the benefit of the District; and

**WHEREAS**, Developer desires to convey the Improvements to the District to allow such perpetual ownership, operation and maintenance, and the District desires to accept such ownership, operation and maintenance of the Improvements from the Developer.

**NOW, THEREFORE**, the parties hereto hereby agree to and acknowledge the following:

1. The above recitals are true and correct and are hereby incorporated into this Agreement by reference.

2. **KNOW ALL MEN BY THESE PRESENTS** that Developer, of the County of Orange and the State of Florida, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) lawful money of the United States, to it paid by the District, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the District, its executors, administrators and assigns, and the District hereby accepts, all of Developer’s right, title and interest in and to the Improvements, to have and to hold the same unto the District, its executors, administrators and assigns forever.

3. All personal property described and conveyed herein is conveyed with all express or implied warranties of merchantability, fitness for use or other warranties not expressly stated herein, as applicable.

4. This Agreement may be executed in any number of counterparts with the same effect

as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed in their respective names, by their proper officer thereunto duly authorized, as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**BEACHLINE SOUTH RESIDENTIAL,  
LLC**, a Florida limited liability company

\_\_\_\_\_  
Witness

By:\_\_\_\_\_

Print: David Baselice

\_\_\_\_\_  
Printed Name

Title: Vice President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of February, 2022, by David Baselice, as Vice President of **BEACHLINE SOUTH RESIDENTIAL, LLC**, a Florida limited liability company, on behalf of the limited liability company. Said person is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public; State of Florida

Print Name:\_\_\_\_\_

My Commission Expires:\_\_\_\_\_

My Commission No.:\_\_\_\_\_



**COUNTERPART SIGNATURE PAGE TO BILL OF SALE**

Dowden West Community Development District

**DOWDEN WEST COMMUNITY  
DEVELOPMENT DISTRICT,**  
a Florida community development district

ATTEST:

By: \_\_\_\_\_  
Secretary/Asst. Secretary

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of February, 2022, by \_\_\_\_\_, as Chairman of the Board of Supervisors of the **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, on its behalf, and was attested to by \_\_\_\_\_ as the Secretary/Assistant Secretary of the **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT**, on its behalf. Said person is ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public; State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_

## **EXHIBIT “A”**

### **LIST AND DESCRIPTION OF IMPROVEMENTS & EQUIPMENT**

1. Stormwater Management System
2. Electrical Service Systems
3. Conservation Mitigation
4. Roadway Systems
5. Landscaping/Hardscaping/Irrigation
6. Professional Fees – Surveys, Plats and Plans

### **LOCATED ON THE FOLLOWING PROPERTY:**

Tract C, according to the STARWOOD PHASE N-1A plat, as recorded in Plat Book 97, Page 149, Public Records of Orange County, Florida.

Tract P, according to the STARWOOD PHASE N-1A plat, as recorded in Plat Book 97, Page 149, Public Records of Orange County, Florida.

Tract YY, according to the STARWOOD PHASE N-1A plat, as recorded in Plat Book 97, Page 149, Public Records of Orange County, Florida.

Tract ZZ, according to the STARWOOD PHASE N-1A plat, as recorded in Plat Book 97, Page 149, Public Records of Orange County, Florida.

Tract H, according to the STARWOOD PHASE N-1A plat, as recorded in Plat Book 97, Page 149, Public Records of Orange County, Florida.

Tract G, according to the STARWOOD PHASE N-14 plat, as recorded in Plat Book 103, Page 142, Public Records of Orange County, Florida.

Tract N, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract O, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract P, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract Q, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract R, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105,

Page 124, Public Records of Orange County, Florida.

Tract R, according to the STARWOOD PHASE N-1B SOUTH plat, as recorded in Plat Book 106, Page 62, Public Records of Orange County, Florida.

Tract S, according to the STARWOOD PHASE N-1B SOUTH plat, as recorded in Plat Book 106, Page 62, Public Records of Orange County, Florida.

Tract T, according to the STARWOOD PHASE N-1B SOUTH plat, as recorded in Plat Book 106, Page 62, Public Records of Orange County, Florida.

Tract U, according to the STARWOOD PHASE N-1B SOUTH plat, as recorded in Plat Book 106, Page 62, Public Records of Orange County, Florida.

## **OWNER'S AFFIDAVIT**

Dowden West Community Development District

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

**BEFORE ME**, the undersigned authority, personally appeared \_\_\_\_\_  
("Affiant") as \_\_\_\_\_ of **Beachline South Residential, LLC**, a Florida limited liability company, whose principal address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (the "Owner"), who being first duly sworn on oath says:

1. That Affiant knows of his/her own knowledge that the Owner is the fee simple title holder to certain lands located in Orange County, Florida (the "Property") and of certain infrastructure improvements on the Property (the "Improvements"), as more particularly described on Exhibit "A" attached hereto, and that Affiant is the \_\_\_\_\_ of the Owner, is making this Affidavit in that capacity only, and that no recourse shall be made against Affiant individually.

2. That the Property and Improvements, as described in the Special Warranty Deed and Bill of Sale Absolute and Agreement dated as of the date hereof, are free and clear of all liens and encumbrances except for those encumbrances and matters affecting title included in the following plats: plat of (1) Starwood Phase N-1A, as recorded in Plat Book 97, Page 149, of the Official Records of Orange County, Florida; (2) Starwood Phase N-1A Replat, as recorded in Plat Book 98, Page 119, of the Official Records of Orange County, Florida; (3) Starwood Phase N-14, as recorded in Plat Book 103, Page 142, of the Official Records of Orange County, Florida; (4) Starwood Phase N-1B North, as recorded in Plat Book 105, Page 124, of the Official Records of Orange County, Florida; and (5) Starwood Phase N-1B South, as recorded in Plat Book 106, Page 62, of the Official Records of Orange County, Florida (collectively, the "Plats").

3. That Affiant knows of no facts by reason of which the title to, or possession of, the Property and Improvements might be disputed or questioned, or by reason of which any claim to any part of the Property and Improvements might be asserted adversely to Owner.

4. That there have been no liens filed against the Property or the Improvements as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge, nor any unpaid bills of any nature as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge either for services of any architect, engineer, or surveyor, or for labor or material that may have been placed on the Property or Improvements, either in the construction or repair of the Improvements, or otherwise in connection with the Property which bills may have been incurred during the last ninety (90) days.

5. That no proceedings in bankruptcy or receivership have ever been instituted by or against the Owner, nor has Owner ever made an assignment for the benefit of its creditors.

6. That Affiant knows of no action or proceeding relating to the Property or Improvements which is now pending in any state or federal court in the United States affecting the Property, nor does Affiant know of any state or federal judgment or any federal lien of any kind or nature that now constitutes a lien or charge upon the Property or Improvements.

7. That, except as set forth in the Plats, Affiant knows of no unrecorded easements, liens, or assessments for sanitary sewers, streets, roadways, paving, other public utilities or improvements against the Property, nor are there any special assessments or taxes which are not shown as existing liens by the public records.

8. That this Affidavit is given for the purposes of inducing the Dowden West Community Development District (the "District"), a Florida community development district and local unit of special-purpose government, to accept the Owner's conveyance of the Property and Improvements.

9. That there are no matters pending against Owner that could give rise to any lien(s) that could attach to the Property or the Improvements between the effective dates, respectively, of the Plats and the recording of the deed of conveyance, and that Affiant shall not execute nor permit the execution or recording of any instruments that would adversely affect title of the Property or the ownership of the Improvements.

10. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the District and Latham, Luna, Eden & Beaudine, LLP ("LLEB"), that withholding of tax is not required upon the disposition of a U.S. real property interest by Owner, Owner hereby swears, affirms and certifies the following to the District and LLEB that Owner: (i) is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); (ii) is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii); (iii) is not a non-resident alien (as such term is defined in the Internal Revenue Code and Income Tax Regulations) for the purposes of U.S. income taxation; (iv) has an EIN/Federal Tax Identification Number of 47-2883259; (v) has a mailing address of 4901 Vineland Road, Suite 450, Orlando, Florida 32811. Affiant understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both. Affiant understands that the District and LLEB are relying on this certification in determining whether withholding is required upon said transfer.

11. That Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he/she has read the full facts set forth in this Affidavit and understands its content and context to be correct in all respects.

*[SIGNATURES ON FOLLOWING PAGE]*

**FURTHER AFFIANT SAYETH NAUGHT.**

**DATED:** \_\_\_\_\_, 2022

Signed, sealed and delivered in our presence:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

**BEACHLINE SOUTH RESIDENTIAL,  
LLC**, a Florida limited liability company

By: \_\_\_\_\_

Print: David Baselice

Title: Vice President

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of February, 2022, by David Baselice, as Vice President of **BEACHLINE SOUTH RESIDENTIAL, LLC**, a Florida limited liability company, on behalf of the limited liability company. Said person is [ ] personally known to me or [ ] has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public; State of Florida

Print Name: \_\_\_\_\_

Comm. Exp.: \_\_\_\_\_; Comm. No.: \_\_\_\_\_

**EXHIBIT “A”**

**DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS**

**PROPERTY**

Tract C, according to the STARWOOD PHASE N-1A plat, as recorded in Plat Book 97, Page 149, Public Records of Orange County, Florida.

Tract P, according to the STARWOOD PHASE N-1A plat, as recorded in Plat Book 97, Page 149, Public Records of Orange County, Florida.

Tract YY, according to the STARWOOD PHASE N-1A plat, as recorded in Plat Book 97, Page 149, Public Records of Orange County, Florida.

Tract ZZ, according to the STARWOOD PHASE N-1A plat, as recorded in Plat Book 97, Page 149, Public Records of Orange County, Florida.

Tract H, according to the STARWOOD PHASE N-1A plat, as recorded in Plat Book 97, Page 149, Public Records of Orange County, Florida.

Tract G, according to the STARWOOD PHASE N-14 plat, as recorded in Plat Book 103, Page 142, Public Records of Orange County, Florida.

Tract N, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract O, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

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Tract R, according to the STARWOOD PHASE N-1B SOUTH plat, as recorded in Plat Book 106, Page 62, Public Records of Orange County, Florida.

Tract S, according to the STARWOOD PHASE N-1B SOUTH plat, as recorded in Plat Book 106, Page 62, Public Records of Orange County, Florida.

Tract T, according to the STARWOOD PHASE N-1B SOUTH plat, as recorded in Plat Book 106, Page 62, Public Records of Orange County, Florida.

Tract U, according to the STARWOOD PHASE N-1B SOUTH plat, as recorded in Plat Book 106, Page 62, Public Records of Orange County, Florida.

### **IMPROVEMENTS**

1. Stormwater Management System
2. Electrical Service Systems
3. Conservation Mitigation
4. Roadway Systems
5. Landscaping/Hardscaping/Irrigation
6. Professional Fees – Surveys, Plats and Plans



## **AGREEMENT REGARDING TAXES**

Dowden West Community Development District

**THIS AGREEMENT REGARDING TAXES** (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **BEACHLINE SOUTH RESIDENTAL, LLC**, a Florida limited liability company, whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (“Developer”), and **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (“District”).

### **WITNESSETH**

**WHEREAS**, Developer is the owner and developer of certain real property located within the boundaries of the District, as such property is described on Exhibit “A” attached hereto and incorporated herein (the “Property”); and

**WHEREAS**, Developer is the owner and developer of infrastructure improvements and personal property, made in, on, over, under and through the Property and the land owned by the District, as described on Exhibit “A” attached hereto and incorporated herein (the “Improvements”); and

**WHEREAS**, the District is a Florida community development district and local unit of special-purpose government created pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, as part of the ongoing development activities within the boundaries of the District, Developer has, simultaneously with the execution of this Agreement, conveyed the Property and the Improvements to the District by Special Warranty Deed and Bill of Sale Absolute and Agreement; and

**WHEREAS**, all or a substantial portion of real property already owned by the District is either exempt from ad-valorem taxes or has been given a minimal valuation by the Orange County Property Appraiser because of the District’s status as a governmental entity; and

**WHEREAS**, in conjunction with the conveyance of the Property and Improvements from Developer to the District, Developer and the District are desirous of setting forth in this Agreement their respective responsibilities with regard to applicable ad-valorem taxes and assessments on the Property.

**NOW, THEREFORE**, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable considerations, paid by each party to the other, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. Developer hereby represents that all ad-valorem taxes and assessments relating to the Property, or any portion thereof, for tax year 2021 and all prior years have been paid in full.

3. Developer hereby agrees to pay in full, and prior to their becoming delinquent, any and all ad-valorem taxes and assessments, if any, levied on the Property for the tax year 2022.

4. Subsequent to the District's acceptance of the Property and Improvements, and only in the event the Property and Improvements are not conveyed to another governmental entity, the District shall endeavor to either obtain an exemption from ad-valorem taxes pertaining to the Property or, in the alternative, shall seek a minimal valuation of the Property, from the Orange County Property Appraiser and, subsequent to tax year 2022, Developer shall have no further responsibility with regard to ad-valorem taxes or assessments levied against the Property and/or Improvements, as applicable.

*[SIGNATURE PAGE FOLLOWS]*

**SIGNATURE PAGE TO AGREEMENT REGARDING TAXES**

Dowden West Community Development District

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, all as of the date first set forth above.

**WITNESSES:**

**BEACHLINE SOUTH RESIDENTIAL, LLC**, a  
Florida limited liability company

X \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: David Baselice

Title: Vice President

X \_\_\_\_\_

Print: \_\_\_\_\_

**DOWDEN WEST COMMUNITY  
DEVELOPMENT DISTRICT**,  
a Florida community development district

**ATTEST**

X \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_  
Secretary/Asst. Secretary

Print: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT “A”**

**DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS**

**PROPERTY**

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Tract H, according to the STARWOOD PHASE N-1A plat, as recorded in Plat Book 97, Page 149, Public Records of Orange County, Florida.

Tract G, according to the STARWOOD PHASE N-14 plat, as recorded in Plat Book 103, Page 142, Public Records of Orange County, Florida.

Tract N, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract O, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract P, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract Q, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract R, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract R, according to the STARWOOD PHASE N-1B SOUTH plat, as recorded in Plat Book 106, Page 62, Public Records of Orange County, Florida.

Tract S, according to the STARWOOD PHASE N-1B SOUTH plat, as recorded in Plat Book 106, Page 62, Public Records of Orange County, Florida.

Tract T, according to the STARWOOD PHASE N-1B SOUTH plat, as recorded in Plat Book 106, Page 62, Public Records of Orange County, Florida.

Tract U, according to the STARWOOD PHASE N-1B SOUTH plat, as recorded in Plat Book 106, Page 62, Public Records of Orange County, Florida.

### **IMPROVEMENTS**

1. Stormwater Management System
2. Electrical Service Systems
3. Conservation Mitigation
4. Roadway Systems
5. Landscaping/Hardscaping/Irrigation
6. Professional Fees – Surveys, Plats and Plans

**CERTIFICATE OF DISTRICT ENGINEER**  
Dowden West Community Development District

I, **Peter Armans, of Dewberry Engineers Inc.**, a New York corporation, and licensed to provide professional engineering services to the public in the State of Florida under Florida Certificate of Authorization No. \_\_\_\_\_, with offices located at 800 N. Magnolia Ave., Suite 1000, Orlando, Florida 32803 (“Dewberry”), hereby acknowledge and certify the following, to the best of my knowledge, information and belief, to be true and correct in all respects:

1. That I, through Dewberry, currently serve as District Engineer to the Dowden West Community Development District (the “District”).

2. That the District proposes to accept from **BEACHLINE SOUTH RESIDENTIAL, LLC**, a Florida limited liability company (“Developer”), for ownership, operation and maintenance, certain real property described in Exhibit “A” attached hereto and incorporated herein (collectively, the “Property”), plus infrastructure improvements and personal property, made in, on, over, under and through the Property and the land owned by the District, as described more completely in Exhibit “A” attached hereto and incorporated herein (collectively, the “Improvements”). Any real property being conveyed to the District is being transferred at only nominal cost to the District, so no review of an appraisal or similar documentation to reasonableness of purchase price or other valuation is required or being rendered.

3. That this certification (the “Certification”) is provided in conjunction with, and in support of, the District’s approval of the conveyance of the Property and Improvements from the Developer to the District and the District’s acceptance of such Property and Improvements. The District will rely on this Certification for such purposes.

4. That the Improvements were constructed, installed, and/or completed, as appropriate, in accordance with known plans, specifications, contracts and permits required and/or approved by any known governmental authorities, as applicable. I have reviewed the actual cost of the Improvements built or constructed by or at the direction of the Developer and the District is paying no more than the actual cost incurred, or the current value thereof, whichever is less. The Property and Improvements are in a condition acceptable for acceptance by the District.

5. That the Property and Improvements are properly permitted by the appropriate governmental entities, and that copies of the applicable plans, specifications and permits relating to the Property and Improvements, if any, that have actually been provided to Dewberry are being held by Dewberry as records of the District on its behalf.

6. That the actual cost of the Improvements built or constructed by or at the direction of the Developer, and the District shall pay no more than the actual cost incurred, or the current value thereof, whichever is less, as determined by the District Engineer.

7.

**SIGNATURE PAGE TO CERTIFICATE OF DISTRICT ENGINEER**

Dowden West Community Development District

**DATED:** \_\_\_\_\_, 2022

Witness: \_\_\_\_\_

Print: \_\_\_\_\_

\_\_\_\_\_  
**Peter Armans**

State of Florida License No.: \_\_\_\_\_

on behalf of the company,

Dewberry Engineers Inc.

Witness: \_\_\_\_\_

Print: \_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of February, 2022 by **PETER ARMANS** of Dewberry Engineers Inc., a New York corporation, on behalf of said corporation. Said person is [ ] personally known to me or [ ] has produced a valid driver's license as identification.

\_\_\_\_\_  
Notary Public; State of Florida

(SEAL)

Print Name: \_\_\_\_\_

Comm. Exp.: \_\_\_\_\_

Comm. No.: \_\_\_\_\_

**EXHIBIT “A”**

**DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS**

**PROPERTY**

Tract C, according to the STARWOOD PHASE N-1A plat, as recorded in Plat Book 97, Page 149, Public Records of Orange County, Florida.

Tract P, according to the STARWOOD PHASE N-1A plat, as recorded in Plat Book 97, Page 149, Public Records of Orange County, Florida.

Tract YY, according to the STARWOOD PHASE N-1A plat, as recorded in Plat Book 97, Page 149, Public Records of Orange County, Florida.

Tract ZZ, according to the STARWOOD PHASE N-1A plat, as recorded in Plat Book 97, Page 149, Public Records of Orange County, Florida.

Tract H, according to the STARWOOD PHASE N-1A plat, as recorded in Plat Book 97, Page 149, Public Records of Orange County, Florida.

Tract G, according to the STARWOOD PHASE N-14 plat, as recorded in Plat Book 103, Page 142, Public Records of Orange County, Florida.

Tract N, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract O, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract P, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract Q, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract R, according to the STARWOOD PHASE N-1B NORTH plat, as recorded in Plat Book 105, Page 124, Public Records of Orange County, Florida.

Tract R, according to the STARWOOD PHASE N-1B SOUTH plat, as recorded in Plat Book 106, Page 62, Public Records of Orange County, Florida.

Tract S, according to the STARWOOD PHASE N-1B SOUTH plat, as recorded in Plat Book 106, Page 62, Public Records of Orange County, Florida.



Tract T, according to the STARWOOD PHASE N-1B SOUTH plat, as recorded in Plat Book 106, Page 62, Public Records of Orange County, Florida.

Tract U, according to the STARWOOD PHASE N-1B SOUTH plat, as recorded in Plat Book 106, Page 62, Public Records of Orange County, Florida.

### **IMPROVEMENTS**

1. Stormwater Management System
2. Electrical Service Systems
3. Conservation Mitigation
4. Roadway Systems
5. Landscaping/Hardscaping/Irrigation
6. Professional Fees – Surveys, Plats and Plans

## SECTION VIII

## SECTION B

# SECTION 1



Dewberry Engineers Inc. | 407.843.5120  
800 N. Magnolia Ave, Suite 1000 | 407.649.8664 fax  
Orlando, FL 32803 | www.dewberry.com

**Sent Via Email: gflint@gmscfl.com**

November 11, 2021

Dowden West Community Development District  
Attention: George Flint, District Manager  
219 E. Livingston Street  
Orlando, Florida 32801

**Subject: Work Authorization Number 2022-1  
Dowden West Community Development District  
General Engineering Services**

Dear Chairman, Board of Supervisors:

Dewberry Engineers Inc. is pleased to submit this work authorization to provide general engineering services for the Dowden West Community Development District. We will provide these services pursuant to our current agreement ("Engineering Agreement") as follows:

**I. Scope of Work**

We will perform general engineering services as necessary, including but not limited to, attendance at Board of Supervisors meetings, preparation of reports and applications, review and approval of requisitions, or other activities as directed by the District's Board of Supervisors.

Our fee for this task will be based on time and materials, in accordance with the enclosed Schedule of Charges. We estimate a budget \$12,000, plus other direct costs.

**II. Other Direct Costs**

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera. This does not include any of the application fees for the various agencies, which are the owner's responsibility and have not been accounted for in this Work Authorization. We estimate a budget of \$100.

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

Sincerely,

Reinardo Malavè, P.E.  
Associate Vice President

APPROVED AND ACCEPTED

By: \_\_\_\_\_  
Authorized Representative of  
Dowden West Community Development District

Date: \_\_\_\_\_

## STANDARD HOURLY BILLING RATE SCHEDULE

### Professional/Technical/Construction/Surveying Services

LABOR CLASSIFICATION	HOURLY RATES
<b>Professional</b>	
Engineer I, II, III	\$110.00, \$120.00, \$135.00
Engineer IV, V, VI	\$150.00, \$170.00, \$200.00
Engineer VII, VIII, IX	\$220.00, \$235.00, \$255.00
Environmental Specialist I, II, III	\$95.00, \$115.00, \$135.00
Senior Environmental Scientist IV, V, VI	\$155.00, \$170.00, \$185.00
Planner I, II, III	\$95.00, \$115.00, \$135.00
Senior Planner IV, V, VI	\$155.00, \$170.00, \$185.00
Landscape Designer I, II, III	\$95.00, \$115.00, \$135.00
Senior Landscape Architect IV, V, VI	\$155.00, \$170.00, \$185.00
Principal	\$315.00
<b>Technical</b>	
CADD Technician I, II, III, IV	\$75.00, \$92.00, \$110.00, \$135.00
Designer I, II, III	\$100.00, \$120.00, \$140.00
Designer IV, V, VI	\$155.00, \$175.00, \$200.00
<b>Construction</b>	
Construction Professional II, III	\$145.00, \$170.00
Construction Professional IV, V, VI	\$185.00, \$215.00, \$245.00
<b>Survey</b>	
Surveyor I, II, III	\$60.00, \$75.00, \$90.00
Surveyor IV, V, VI	\$105.00, \$115.00, \$130.00
Surveyor VII, VIII, IX	\$150.00, \$175.00, \$205.00
Senior Surveyor IX	\$245.00
Fully Equipped 2, 3, 4 Person Field Crew	\$160.00, \$200.00, \$240.00
<b>Administration</b>	
Administrative Professional I, II, III, IV	\$70.00, \$90.00, \$110.00, \$145.00
Other Direct Costs (Printing, Postage, Etc.)	Cost + 15%

Company Confidential and Proprietary: Use or disclosure of data contained on this sheet is subject to restriction on the title page of this report.

Revised 8-01-21\Subject to Revision\Standard Hourly Billing Rate Schedule

## SECTION 2

*This item will be provided under  
separate cover*



# SECTION C

# SECTION 1

**Dowden West**  
**Community Development District**

Summary of Checks

October 14, 2021 to January 31, 2022

Bank	Date	Check No.'s	Amount	
General Fund	10/14/21	163	\$	4,320.00
	10/22/21	164 - 166	\$	5,139.77
	10/27/21	167 - 168	\$	15,353.39
	11/18/21	169 - 170	\$	5,432.36
	12/2/21	171 - 173	\$	15,897.59
	12/9/21	174 - 175	\$	14,701.20
	12/27/21	176 - 182	\$	248,332.20
	1/14/22	183 - 185	\$	7,201.16
	1/19/22	186 - 187	\$	15,101.20
			\$	331,478.87
			\$	331,478.87

DOWDEN WEST - GENERAL FUND			BANK A GENERAL FUND			STATUS	AMOUNT	....CHECK.... AMOUNT #
CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DFT ACCT# SUB	SUBCLASS	VENDOR NAME			
10/14/21	00003	9/23/21 14707	202110 320-53800-45000		EGIS INSURANCE ADVISORS, LLC	*	4,320.00	4,320.00 000163
			ADD PROPERTY COVERAGE					
10/22/21	00005	10/01/21 85385	202110 310-51300-54000		SPECIAL DISTRICT FEE FY22	*	175.00	175.00 000164
					DEPARTMENT OF ECONOMIC OPPORTUNITY			
10/22/21	00001	10/01/21 69	202110 310-51300-34000		MANAGEMENT FEES - OCT 21	*	3,004.17	3,004.17
		10/01/21 69	202110 310-51300-35200		WEBSITE MANAGEMENT-OCT 21	*	50.00	50.00
		10/01/21 69	202110 310-51300-35100		INFORMATION TECH - OCT 21	*	75.00	75.00
		10/01/21 69	202110 310-51300-31300		DISSEMINATION SVCS-OCT 21	*	291.67	291.67
		10/01/21 69	202110 310-51300-51000		OFFICE SUPPLIES	*	.09	.09
		10/01/21 69	202110 310-51300-42000		POSTAGE	*	6.84	6.84
		10/01/21 69	202110 310-51300-42500		COPIES	*	19.50	19.50
		10/01/21 70	202110 320-53800-12000		FIELD MANAGEMENT - OCT 21	*	1,250.00	1,250.00
					GOVERNMENTAL MANAGEMENT SERVICES-			
10/22/21	00004	9/21/21 04285916	202109 310-51300-48000		NOT.OF REG.BOS MEETING	*	267.50	267.50 000165
					ORLANDO SENTINEL			
10/27/21	00002	10/21/21 99665	202109 310-51300-31500		LATHAM, LUNA, EDEN& BEAUDINE, LLP	*	852.20	852.20 000166
					LEGAL SERVICES - SEP 21			
10/27/21	00014	9/30/21 0N 27177	202109 320-53800-46000		LANDSCAPE MAINT - SEP 21	*	14,501.19	14,501.19 000167
					YELLOWSTONE LANDSCAPE			
11/18/21	00018	10/29/21 13560	202110 320-53800-47000		LAKE MAINTENANCE - OCT 21	*	600.00	600.00 000168
					AQUATIC WEED MANAGEMENT, INC.			
11/18/21	00001	11/01/21 71	202111 310-51300-34000		MANAGEMENT FEES - NOV 21	*	3,004.17	3,004.17
		11/01/21 71	202111 310-51300-35200		WEBSITE MANAGEMENT-NOV 21	*	50.00	50.00

DOWD DOWDEN WEST MBYINGTON

\*\*\* CHECK DATES 10/14/2021 - 01/31/2022 \*\*\*

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	....EXPENSED TO.... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT
11/01/21	71	202111 310-51300-35100	INFORMATION TECH - NOV 21			*	75.00	
11/01/21	71	202111 310-51300-31300	DISSEMINATION SVCS-NOV 21			*	291.67	
11/01/21	71	202111 310-51300-51000	OFFICE SUPPLIES			*	.03	
11/01/21	71	202111 310-51300-42000	POSTAGE			*	.15	
11/01/21	71	202111 310-51300-42500	COPIES			*	22.20	
11/01/21	71	202111 320-53800-49000	LOWES			*	139.14	
11/01/21	72	202111 320-53800-12000	FIELD MANAGEMENT - NOV 21			*	1,250.00	
12/02/21	00006	2037845	202110 310-51300-31100	ENGINEER SERVICES-OCT 21	GOVERNMENTAL MANAGEMENT SERVICES-	*	255.00	4,832.36 000170
12/02/21	00002	99958	202110 310-51300-31500	LEGAL SERVICES - OCT 21	DEWBERRY ENGINEERS, INC.	*	1,141.40	255.00 000171
12/02/21	00014	ON 27601	202110 320-53800-46000	LANDSCAPE MAINT - OCT 21	LATHAM, LUNA, EDEN& BEAUDINE, LLP	*	14,501.19	1,141.40 000172
12/09/21	00006	8/20/21 1998444-	202109 310-51300-31100	ENGINEER SERVICES - JUL21	YELLOWSTONE LANDSCAPE	*	200.00	14,501.19 000173
12/09/21	00014	ON 28573	202111 320-53800-46000	LANDSCAPE MAINT - NOV 21	DEWBERRY ENGINEERS, INC.	*	14,501.20	200.00 000174
12/27/21	00010	6180-12-	202112 310-51300-31200	ARBITRAGE - SERIES 2018	YELLOWSTONE LANDSCAPE	*	450.00	14,501.20 000175
12/27/21	00018	13700	202111 320-53800-47000	LAKE MAINTENANCE - NOV 21	AMTEC	*	600.00	450.00 000176
12/27/21	00006	2052052	202111 310-51300-31100	ENGINEER SERVICES-NOV 21	AQUATIC WEED MANAGEMENT, INC.	*	85.00	600.00 000177
12/27/21	00018	13700	202111 320-53800-47000	LAKE MAINTENANCE - NOV 21	AMTEC	*	600.00	85.00 000178

DOWD DOWDEN WEST  
MBYINGTON

\*\*\* CHECK DATES 10/14/2021 - 01/31/2022 \*\*\* DOWDEN WEST - GENERAL FUND BANK A GENERAL FUND

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO...	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
12/27/21	00001	12/01/21	73	MANAGEMENT FEES - DEC 21	202112	310-51300-34000					*	3,004.17	
12/01/21		73		WEBSITE MANAGEMENT-DEC 21	202112	310-51300-35200					*	50.00	
12/01/21		73		INFORMATION TECH - DEC 21	202112	310-51300-35100					*	75.00	
12/01/21		73		DISSEMINATION SVCS-DEC 21	202112	310-51300-31300					*	291.67	
12/01/21		73		OFFICE SUPPLIES	202112	310-51300-51000					*	.18	
12/01/21		73		POSTAGE	202112	310-51300-42000					*	38.26	
12/01/21		73		COPIES	202112	310-51300-42500					*	3.45	
12/01/21		74		FIELD MANAGEMENT - DEC 21	202112	320-53800-12000					*	1,250.00	
12/27/21	00002	12/10/21	100145	LEGAL SERVICES - NOV 21	202111	310-51300-31500			GOVERNMENTAL MANAGEMENT SERVICES-		*	80.70	4,712.73 000179
12/27/21	00014	12/01/21	ON 30402	LANDSCAPE MAINT - DEC 21	202112	320-53800-46000			LATHAM, LUNA, EDEN& BEAUDINE, LLP		*	14,501.19	80.70 000180
12/27/21	00009	12/23/21	12232021	ASSESSMENT TRANSFER S2018	202112	300-20700-10100			YELLOWSTONE LANDSCAPE		*	227,902.58	14,501.19 000181
1/14/22	00001	1/01/22	75	MANAGEMENT FEES - JAN 22	202201	310-51300-34000			DOWDEN WEST CDD/US BANK		*	3,004.17	227,902.58 000182
1/01/22		75		WEBSITE MANAGEMENT-JAN 22	202201	310-51300-35200					*	50.00	
1/01/22		75		INFORMATION TECH - JAN 22	202201	310-51300-35100					*	75.00	
1/01/22		75		DISSEMINATION SVCS-JAN 22	202201	310-51300-31300					*	291.67	
1/01/22		75		OFFICE SUPPLIES	202201	310-51300-51000					*	.15	
1/01/22		75		POSTAGE	202201	310-51300-42000					*	2.65	
1/01/22		76		FIELD MANAGEMENT - JAN 22	202201	320-53800-12000			GOVERNMENTAL MANAGEMENT SERVICES-		*	1,250.00	4,673.64 000183

AP300R  
\*\*\* CHECK DATES 10/14/2021 - 01/31/2022 \*\*\*  
YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 2/10/22  
DOWDEN WEST - GENERAL FUND  
BANK A GENERAL FUND  
PAGE 4

\*\*\* CHECK DATES 10/14/2021 - 01/31/2022 \*\*\*

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
1/14/22	00004	11/30/21	04557076 202111 310-51300-48000			*	777.52	
			NOT OF BOS MTG/ELECTION		ORLANDO SENTINEL			777.52 000184
1/14/22	00019	1/12/22	717 202201 310-51300-35200			*	1,750.00	
			DISTRICT WEBSITE CREATION		REALIGN WEB DESIGN			1,750.00 000185
1/19/22	00018	12/20/21	13815 202112 320-53800-47000			*	600.00	
			LAKE MAINTENANCE - DEC 21		AQUATIC WEED MANAGEMENT, INC.			600.00 000186
1/19/22	00014	1/01/22	ON 31109 202201 320-53800-46000			*	14,501.20	
			LANDSCAPE MAINT - JAN 22		YELLOWSTONE LANDSCAPE			14,501.20 000187

**TOTAL FOR BANK A** 331,478.87

TOTAL FOR REGISTER	331,478.87
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DOWD DOWDEN WEST  
MBYINGTON

## SECTION 2



***Dowden West***  
***Community Development District***

***Unaudited Financial Reporting***  
***December 31, 2021***



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4	<u>Debt Service Fund Series 2018</u>
5	<u>Capital Projects Fund Series 2018</u>
6-7	<u>Month to Month</u>
8	<u>Long Term Debt Report</u>
9	<u>Series 2018 Construction Schedule</u>
10	<u>Assessment Receipt Schedule</u>

**Dowden West**  
**Community Development District**  
**Combined Balance Sheet**  
**December 31, 2021**

	General Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
<b>Assets:</b>				
<b>Cash:</b>				
Operating Account	\$ 115,543	\$ -	\$ -	\$ 115,543
<b>Investments:</b>				
<b>Series 2018</b>				
Reserve	\$ -	\$ 209,945	\$ -	\$ 209,945
Revenue	\$ -	\$ 236,706	\$ -	\$ 236,706
Construction	\$ -	\$ -	\$ 19,593	\$ 19,593
<b>Total Assets</b>	<b>\$ 115,543</b>	<b>\$ 446,651</b>	<b>\$ 19,593</b>	<b>\$ 581,787</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 1,504	\$ -	\$ 300	\$ 1,804
<b>Total Liabilities</b>	<b>\$ 1,504</b>	<b>\$ -</b>	<b>\$ 300</b>	<b>\$ 1,804</b>
<b>Fund Balance:</b>				
<b>Restricted for:</b>				
Debt Service 2018	\$ -	\$ 446,651	\$ -	\$ 446,651
Capital Projects - Series 2018	\$ -	\$ -	\$ 19,293	\$ 19,293
Unassigned	\$ 114,039	\$ -	\$ -	\$ 114,039
<b>Total Fund Balances</b>	<b>\$ 114,039</b>	<b>\$ 446,651</b>	<b>\$ 19,293</b>	<b>\$ 579,984</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 115,543</b>	<b>\$ 446,651</b>	<b>\$ 19,593</b>	<b>\$ 581,787</b>

**Dowden West**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending December 31, 2021**

	Adopted Budget	Prorated Budget Thru 12/31/21	Actual Thru 12/31/21	Variance
<b>Revenues:</b>				
Assessments - Tax Roll	\$ 134,546	\$ 88,992	\$ 88,992	\$ -
Assessments - Direct	\$ 96,631	\$ 59,997	\$ 59,997	\$ -
Developer Contributions	\$ 273,919	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ 505,096</b>	<b>\$ 148,989</b>	<b>\$ 148,989</b>	<b>\$ -</b>
<b>Expenditures:</b>				
<b>General &amp; Administrative:</b>				
Supervisor Fees	\$ 4,800	\$ 1,200	\$ -	\$ 1,200
FICA Expense	\$ 367	\$ 92	\$ -	\$ 92
Engineering	\$ 12,000	\$ 3,000	\$ 340	\$ 2,660
Attorney	\$ 25,000	\$ 6,250	\$ 1,348	\$ 4,902
Arbitrage	\$ 900	\$ 450	\$ 450	\$ -
Dissemination Fees	\$ 7,000	\$ 875	\$ 875	\$ -
Annual Audit	\$ 5,000	\$ -	\$ -	\$ -
Trustee Fees	\$ 7,000	\$ 1,010	\$ 1,010	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Management Fees	\$ 36,050	\$ 9,013	\$ 9,013	\$ (0)
Information Technology	\$ 900	\$ 225	\$ 225	\$ -
Website Maintenance	\$ 600	\$ 150	\$ 150	\$ -
Telephone	\$ 300	\$ 75	\$ -	\$ 75
Postage	\$ 1,000	\$ 250	\$ 45	\$ 205
Printing & Binding	\$ 1,000	\$ 250	\$ 45	\$ 205
Insurance	\$ 5,919	\$ 5,919	\$ 5,570	\$ 349
Legal Advertising	\$ 5,000	\$ 1,250	\$ 778	\$ 472
Other Current Charges	\$ 2,000	\$ 500	\$ 122	\$ 378
Office Supplies	\$ 500	\$ 125	\$ 0	\$ 125
Property Appraiser	\$ 250	\$ 250	\$ 79	\$ 171
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total General &amp; Administrative</b>	<b>\$ 120,761</b>	<b>\$ 36,058</b>	<b>\$ 25,224</b>	<b>\$ 10,834</b>

**Dowden West**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
*For The Period Ending December 31, 2021*

	Adopted Budget	Prorated Budget Thru 12/31/21	Actual Thru 12/31/21	Variance
<b><i>Operations &amp; Maintenance</i></b>				
<b>Contract Services</b>				
Field Management	\$ 15,000	\$ 3,750	\$ 3,750	\$ -
Landscape Maintenance	\$ 247,835	\$ 61,959	\$ 43,504	\$ 18,455
Lake Maintenance	\$ 8,000	\$ 2,000	\$ 1,800	\$ 200
Mitigation Monitoring	\$ 10,000	\$ 2,500	\$ -	\$ 2,500
<b>Repairs &amp; Maintenance</b>				
General Repairs & Maintenance	\$ 2,000	\$ 500	\$ -	\$ 500
Operating Supplies	\$ 500	\$ 125	\$ -	\$ 125
Landscape Replacement	\$ 5,000	\$ 1,250	\$ -	\$ 1,250
Irrigation Repairs	\$ 3,000	\$ 750	\$ -	\$ 750
Alleyway Maintenance	\$ 2,500	\$ 625	\$ -	\$ 625
Signage	\$ 3,500	\$ 875	\$ -	\$ 875
<b>Utilities</b>				
Electric	\$ 2,000	\$ 500	\$ -	\$ 500
Water & Sewer	\$ 14,000	\$ 3,500	\$ 4,081	\$ (581)
Streetlights	\$ 63,000	\$ 15,750	\$ 12,386	\$ 3,364
<b>Other</b>				
Contingency	\$ 5,000	\$ 1,250	\$ 139	\$ 1,111
Property Insurance	\$ 3,000	\$ 3,000	\$ 4,320	\$ (1,320)
<b>Total Operations &amp; Maintenance</b>	<b>\$ 384,335</b>	<b>\$ 98,334</b>	<b>\$ 69,981</b>	<b>\$ 28,353</b>
<b>Total Expenditures</b>	<b>\$ 505,096</b>	<b>\$ 134,392</b>	<b>\$ 95,205</b>	<b>\$ 39,187</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>		<b>\$ 53,784</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 60,255</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 114,039</b>	

**Dowden West**  
**Community Development District**  
**Debt Service Fund Series 2018**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending December 31, 2021**

	Adopted Budget	Prorated Budget Thru 12/31/21	Actual Thru 12/31/21	Variance
<b>Revenues:</b>				
Assessments - Tax Roll	\$ 213,474	\$ 141,190	\$ 141,190	\$ -
Assessments - Direct	\$ 206,416	\$ 86,711	\$ 86,711	\$ -
Interest	\$ -	\$ -	\$ 4	\$ 4
<b>Total Revenues</b>	<b>\$ 419,890</b>	<b>\$ 227,901</b>	<b>\$ 227,905</b>	<b>\$ 4</b>
<b>Expenditures:</b>				
Interest - 11/1	\$ 160,969	\$ 160,969	\$ 160,969	\$ -
Principal - 5/1	\$ 100,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 160,969	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 421,938</b>	<b>\$ 160,969</b>	<b>\$ 160,969</b>	<b>\$ -</b>
Excess (Deficiency) of Revenues over Expenditures	\$ (2,048)		\$ 66,936	
<b>Fund Balance - Beginning</b>	<b>\$ 168,427</b>		<b>\$ 379,715</b>	
<b>Fund Balance - Ending</b>	<b>\$ 166,379</b>		<b>\$ 446,651</b>	

**Dowden West**  
**Community Development District**  
**Capital Projects Fund Series 2018**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending December 31, 2021**

	Adopted Budget	Prorated Budget Thru 12/31/21	Actual Thru 12/31/21	Variance
<b>Revenues</b>				
Interest	\$ -	\$ -	\$ 1	\$ 1
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1</b>	<b>\$ 1</b>
<b>Expenditures:</b>				
Capital Outlay	\$ -	\$ -	\$ 36,192	\$ (36,192)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 36,192</b>	<b>\$ (36,192)</b>
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ (36,191)	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 55,485</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 19,293</b>	

**Dowden West**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Revenues:</b>													
Assessments - Tax Roll	\$ -	\$ 2,844	\$ 86,149	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 88,992
Assessments - Direct	\$ -	\$ 59,997	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 59,997
Developer Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 62,841</b>	<b>\$ 86,149</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 148,989</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FICA Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering	\$ 255	\$ 85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 340
Attorney	\$ 1,141	\$ 81	\$ 126	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,348
Arbitrage	\$ -	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
Dissemination Fees	\$ 292	\$ 292	\$ 292	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 875
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trustee Fees	\$ 1,010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,010
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Management Fees	\$ 3,004	\$ 3,004	\$ 3,004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,013
Information Technology	\$ 75	\$ 75	\$ 75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 225
Website Maintenance	\$ 50	\$ 50	\$ 50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 7	\$ 0	\$ 38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45
Printing & Binding	\$ 204	\$ 22	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45
Insurance	\$ 5,570	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,570
Legal Advertising	\$ -	\$ 778	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 778
Other Current Charges	\$ 38	\$ 36	\$ 48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122
Office Supplies	\$ 0	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0
Property Appraiser	\$ -	\$ 79	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
<b>Total General &amp; Administrative</b>	<b>\$ 16,636</b>	<b>\$ 4,501</b>	<b>\$ 4,087</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 25,224</b>



**Dowden West**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Operations &amp; Maintenance</b>													
<b>Contract Services</b>													
Field Management	\$ 1,250	\$ 1,250	\$ 1,250	-	-	-	-	-	-	-	-	-	\$ 3,750
Landscape Maintenance	\$ 14,501	\$ 14,501	\$ 14,501	-	-	-	-	-	-	-	-	-	\$ 43,504
Lake Maintenance	\$ 600	\$ 600	\$ 600	-	-	-	-	-	-	-	-	-	\$ 1,800
Mitigation Monitoring	\$ -	\$ -	\$ -	-	-	-	-	-	-	-	-	-	-
<b>Repairs &amp; Maintenance</b>													
General Repairs & Maintenance	\$ -	\$ -	\$ -	-	-	-	-	-	-	-	-	-	-
Operating Supplies	\$ -	\$ -	\$ -	-	-	-	-	-	-	-	-	-	-
Landscape Replacement	\$ -	\$ -	\$ -	-	-	-	-	-	-	-	-	-	-
Irrigation Repairs	\$ -	\$ -	\$ -	-	-	-	-	-	-	-	-	-	-
Alleyway Maintenance	\$ -	\$ -	\$ -	-	-	-	-	-	-	-	-	-	-
Signage													
<b>Utilities</b>													
Electric	\$ -	\$ -	\$ -	-	-	-	-	-	-	-	-	-	-
Water & Sewer	\$ -	\$ 1,400	\$ 2,682	-	-	-	-	-	-	-	-	-	\$ 4,081
Streetlights	\$ 3,435	\$ 4,482	\$ 4,470	-	-	-	-	-	-	-	-	-	\$ 12,386
<b>Other</b>													
Contingency	\$ -	\$ 139	\$ -	-	-	-	-	-	-	-	-	-	\$ 139
Property Insurance	\$ 4,320	\$ -	\$ -	-	-	-	-	-	-	-	-	-	\$ 4,320
<b>Total Operations &amp; Maintenance</b>	<b>\$ 24,106</b>	<b>\$ 22,372</b>	<b>\$ 23,503</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 69,981</b>
<b>Total Expenditures</b>	<b>\$ 40,743</b>	<b>\$ 26,872</b>	<b>\$ 27,590</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 95,205</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (40,743)</b>	<b>\$ 35,968</b>	<b>\$ 58,559</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 53,784</b>

**Dowden West**  
**Community Development District**  
**Long Term Debt Summary**

<b>SERIES 2018, SPECIAL ASSESSMENT REVENUE BONDS</b>		
INTEREST RATES:	4.35%, 4.85%, 5.40%, 5.55%%	
MATURITY DATE:	5/1/2049	
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$209,945	
RESERVE FUND BALANCE	\$209,945	
BONDS OUTSTANDING - 02/08/18		\$6,170,000
LESS: PRINCIPAL PAYMENT - 05/01/20		(\$90,000)
LESS: PRINCIPAL PAYMENT - 05/01/21		(\$95,000)
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$5,985,000</b>

# Dowden West

Community Development District

Special Assessment Revenue Bonds, Series 2018

Date	Requisition #	Contractor	Description	Requisition
<b>Fiscal Year 2021</b>				
7/22/21	6	Mattamy Orlando, LLC	Reimbursement of Construction Costs	\$646,268.67
7/19/21	7	Dewberry Engineers, Inc.	Invoices: 1895912, 1906211 & 1937104 - Construction Engineering Services	\$2,150.00
<b>TOTAL</b>				<b>\$648,418.67</b>
<b>Fiscal Year 2021</b>				
10/1/20		Interest		\$2.89
11/1/20		Interest		\$2.98
12/1/20		Interest		\$2.89
1/1/21		Interest		\$2.98
2/1/21		Interest		\$2.99
3/1/21		Interest		\$2.70
4/1/21		Interest		\$2.99
5/1/21		Interest		\$2.89
6/1/21		Interest		\$2.99
7/1/21		Interest		\$2.89
8/1/21		Interest		\$1.84
9/1/21		Interest		\$0.24
<b>TOTAL</b>				<b>\$31.27</b>
<b>Project (Construction) Fund at 09/30/20</b>				<b>\$704,172.17</b>
<b>Interest Earned thru 09/30/21</b>				<b>\$31.27</b>
<b>Requisitions Paid thru 09/30/21</b>				<b>(\$648,418.67)</b>
<b>Remaining Project (Construction) Fund</b>				<b>\$55,784.77</b>

Date	Requisition #	Contractor	Description	Requisition
<b>Fiscal Year 2022</b>				
11/3/21	8	SOS Solar Inc d/b/a Viasol Lighting	Solar lighting deposit invoice #VL200287	\$36,192.00
<b>TOTAL</b>				<b>\$36,192.00</b>
<b>Fiscal Year 2022</b>				
10/1/21		Interest		\$0.23
11/1/21		Interest		\$0.24
12/1/21		Interest		\$0.09
<b>TOTAL</b>				<b>\$0.56</b>
<b>Project (Construction) Fund at 09/30/21</b>				<b>\$55,784.77</b>
<b>Interest Earned thru 12/31/21</b>				<b>\$0.56</b>
<b>Requisitions Paid thru 12/31/21</b>				<b>(\$36,192.00)</b>
<b>Remaining Project (Construction) Fund</b>				<b>\$19,593.33</b>

# Dowden West

## Community Development District

### Assessment Receipt Schedule

Fiscal Year 2022

Gross Assessments \$ 165,265.45 \$ 262,200.00 \$ 427,465.45  
Net Assessments \$ 155,349.52 \$ 246,468.00 \$ 401,817.52

#### ON ROLL ASSESSMENTS

Date	Distribution	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	Series 2018		Total
							O&M Portion	Debt Service	
							38.66%	61.34%	100.00%
11/15/21	ACH	\$2,771.45	\$0.00	(\$110.86)	\$0.00	\$2,660.59	\$1,028.63	\$1,631.96	\$2,660.59
11/22/21	ACH	\$4,890.81	\$0.00	(\$195.63)	\$0.00	\$4,695.18	\$1,815.24	\$2,879.94	\$4,695.18
12/06/21	ACH	\$8,477.39	\$0.00	(\$339.10)	\$0.00	\$8,138.29	\$3,146.40	\$4,991.89	\$8,138.29
12/13/21	ACH	\$31,627.21	\$0.00	(\$1,265.09)	\$0.00	\$30,362.12	\$11,738.51	\$18,623.61	\$30,362.12
12/20/21	ACH	\$192,001.84	\$0.00	(\$7,680.45)	\$4.62	\$184,326.01	\$71,263.59	\$113,062.42	\$184,326.01
<b>TOTAL</b>		<b>\$ 239,768.70</b>	<b>\$ -</b>	<b>\$ (9,591.13)</b>	<b>\$ 4.62</b>	<b>\$ 230,182.19</b>	<b>\$ 88,992.37</b>	<b>\$ 141,189.82</b>	<b>\$ 230,182.19</b>

	57%	Net Percent Collected
\$ 171,635.33		Balance Remaining to Collect

#### DIRECT BILL ASSESSMENTS

Mattamy Homes - Beachline South Residential  
2022-01

Date Received	Due Date	Check Number	Amount Received	Net Assessed	Operations & Maintenance	Series 2018 Debt Service
11/23/21	12/1/21	28419	\$146,707.55	\$146,707.55	\$59,996.78	\$86,710.77
	2/1/22		\$0.00	\$73,353.77	\$0.00	\$0.00
	5/1/22		\$0.00	\$73,353.77	\$0.00	\$0.00
			<b>\$146,707.55</b>	<b>\$293,415.09</b>	<b>\$59,996.78</b>	<b>\$86,710.77</b>

## SECTION 3

**REBATE REPORT**  
**\$6,170,000**  
**Dowden West Community Development District**  
**(Orlando, Florida)**  
**Special Assessment Revenue Bonds,**  
**Series 2018**

**Dated: December 21, 2018**  
**Delivered: December 21, 2018**

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**Rebate Report to the Computation Date**  
**December 21, 2023**  
**Reflecting Activity To**  
**November 30, 2021**



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# AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane  
Avon, CT 06001  
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[www.amteccorp.com](http://www.amteccorp.com)

December 15, 2021

Dowden West Community Development District  
c/o Ms. Katie Costa  
Government Management Services – CF, LLC  
6200 Lee Vista Boulevard, Suite 300  
Orlando, FL 32822

Re: \$6,170,000 Dowden West Community Development District (Orlando, Florida),  
Special Assessment Revenue Bonds, Series 2018

Dear Ms. Costa:

AMTEC has prepared certain computations relating to the above referenced bond issue (the "Bonds") at the request of the Dowden West Community Development District (the "District")

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebtable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebtable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebtable Arbitrage.

We have scheduled our next Report as of November 30, 2022. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo  
Senior Vice President

Caitlyn C. McGovern  
Analyst



## SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the December 21, 2023 Computation Date

Reflecting Activity from December 21, 2018 through November 30, 2021

<b>Fund Description</b>	<b>Taxable Inv Yield</b>	<b>Net Income</b>	<b>Rebatable Arbitrage</b>
Project Fund	0.209315%	12,723.58	(395,469.80)
Debt Service Reserve Fund	0.097287%	600.18	(39,382.85)
Capitalized Interest Fund	0.268666%	498.21	(12,143.26)
<b>Totals</b>	<b>0.200886%</b>	<b>\$13,821.97</b>	<b>\$(446,995.91)</b>
<b>Bond Yield</b>	<b>5.444652%</b>		
Rebate Computation Credits			(4,212.46)
<b>Net Rebatable Arbitrage</b>			<b>\$(451,208.37)</b>

**Based upon our computations, no rebate liability exists.**

## **SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS**

### **COMPUTATIONAL INFORMATION**

1. For purposes of computing Rebatable Arbitrage, investment activity is reflected from December 21, 2018, the date of the closing, to November 30, 2021, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of December 21, 2023.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between December 21, 2018 and November 30, 2021, the District made periodic payments into the Interest, Principal, Revenue, Capitalized Interest and Prepayment Funds (collectively, the "Debt Service Funds") that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12<sup>th</sup> of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Funds and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

### **DEFINITIONS**

#### **6. Computation Date**

December 21, 2023.

#### **7. Computation Period**

The period beginning on December 21, 2018, the date of the closing, and ending on November 30, 2021.

## **8. Bond Year**

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

## **9. Bond Yield**

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

## **10. Taxable Investment Yield**

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

## **11. Issue Price**

The price determined on the basis of the initial offering price at which price a substantial amount of the Bonds was sold.

## **12. Rebatable Arbitrage**

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

## **13. Funds and Accounts**

The Funds and Accounts activity used in the compilation of this Report was received from the District and U.S. Bank, Trustee, as follows:

<b>Name</b>	<b>Number</b>
Revenue	223368000
Interest	223368001
Principal	223368002
Debt Service Reserve	223368003
Prepayment	223368004
Project	223368005
Capitalized Interest	223368006

## **METHODOLOGY**

### **Bond Yield**

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

### **Investment Yield and Rebate Amount**

The methodology used to calculate the Rebatable Arbitrage, as of November 30, 2021, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to December 21, 2023. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on December 21, 2023, is the Rebatable Arbitrage.

|

**\$6,170,000**  
**Dowden West Community Development District**  
**(Orlando, Florida)**  
**Special Assessment Revenue Bonds,**  
**Series 2018**  
**Delivered: December 21, 2018**

<b>Sources of Funds</b>
-------------------------

<b>Par Amount</b>	<b>\$6,170,000.00</b>
<b>Total</b>	<b>\$6,170,000.00</b>

<b>Uses of Funds</b>
----------------------

Project Fund	\$5,305,501.25
Debt Service Reserve Fund	209,945.00
Capitalized Interest Fund	284,153.75
Cost of Issuance	247,000.00
Underwriter's Discount	123,400.00
<b>Total</b>	<b>\$6,170,000.00</b>

## PROOF OF ARBITRAGE YIELD

\$6,170,000

Dowden West Community Development District  
(Orlando, Florida)  
Special Assessment Revenue Bonds,  
Series 2018

Date	Debt Service	Present Value to 12/21/2018 @ 5.4446520009%
05/01/2019	119,161.25	116,871.99
11/01/2019	164,992.50	157,534.16
05/01/2020	254,992.50	237,013.51
11/01/2020	163,035.00	147,523.67
05/01/2021	258,035.00	227,297.48
11/01/2021	160,968.75	138,036.12
05/01/2022	260,968.75	217,858.66
11/01/2022	158,793.75	129,049.07
05/01/2023	258,793.75	204,743.64
11/01/2023	156,618.75	120,624.50
05/01/2024	261,618.75	196,153.39
11/01/2024	154,072.50	112,457.19
05/01/2025	264,072.50	187,637.84
11/01/2025	151,405.00	104,730.37
05/01/2026	266,405.00	179,394.83
11/01/2026	148,616.25	97,424.69
05/01/2027	273,616.25	174,614.28
11/01/2027	145,585.00	90,446.06
05/01/2028	275,585.00	166,672.43
11/01/2028	142,432.50	83,859.53
05/01/2029	277,432.50	159,014.17
11/01/2029	139,158.75	77,646.91
05/01/2030	284,158.75	154,351.14
11/01/2030	135,243.75	71,515.66
05/01/2031	285,243.75	146,836.92
11/01/2031	131,193.75	65,745.71
05/01/2032	291,193.75	142,059.89
11/01/2032	126,873.75	60,255.45
05/01/2033	296,873.75	137,256.06
11/01/2033	122,283.75	55,038.13
05/01/2034	302,283.75	132,447.83
11/01/2034	117,423.75	50,086.55
05/01/2035	307,423.75	127,654.98
11/01/2035	112,293.75	45,393.23
05/01/2036	312,293.75	122,894.93
11/01/2036	106,893.75	40,950.40
05/01/2037	316,893.75	118,182.90
11/01/2037	101,223.75	36,750.10
05/01/2038	321,223.75	113,532.17
11/01/2038	95,283.75	32,784.25
05/01/2039	330,283.75	110,628.95
11/01/2039	88,938.75	29,000.65
05/01/2040	333,938.75	106,003.14
11/01/2040	82,140.00	25,382.93
05/01/2041	342,140.00	102,926.23
11/01/2041	74,925.00	21,942.40
05/01/2042	349,925.00	99,762.54
11/01/2042	67,293.75	18,676.80
05/01/2043	357,293.75	96,535.77
11/01/2043	59,246.25	15,583.28
05/01/2044	369,246.25	94,547.32
11/01/2044	50,643.75	12,623.92
05/01/2045	375,643.75	91,154.82
11/01/2045	41,625.00	9,833.15
05/01/2046	386,625.00	88,912.68
11/01/2046	32,051.25	7,175.53
05/01/2047	397,051.25	86,534.77

## PROOF OF ARBITRAGE YIELD

\$6,170,000  
Dowden West Community Development District  
(Orlando, Florida)  
Special Assessment Revenue Bonds,  
Series 2018

Date	Debt Service	Present Value to 12/21/2018 @ 5.4446520009%
11/01/2047	21,922.50	4,651.25
05/01/2048	406,922.50	84,047.75
11/01/2048	11,238.75	2,259.79
05/01/2049	416,238.75	81,475.53
	12,817,996.25	6,170,000.00

Proceeds Summary

Delivery date	12/21/2018
Par Value	6,170,000.00
Target for yield calculation	6,170,000.00

## BOND DEBT SERVICE

\$6,170,000

Dowden West Community Development District  
(Orlando, Florida)  
Special Assessment Revenue Bonds,  
Series 2018

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
12/21/2018				
05/01/2019		119,161.25	119,161.25	119,161.25
11/01/2019		164,992.50	164,992.50	
05/01/2020	90,000	164,992.50	254,992.50	419,985.00
11/01/2020		163,035.00	163,035.00	
05/01/2021	95,000	163,035.00	258,035.00	421,070.00
11/01/2021		160,968.75	160,968.75	
05/01/2022	100,000	160,968.75	260,968.75	421,937.50
11/01/2022		158,793.75	158,793.75	
05/01/2023	100,000	158,793.75	258,793.75	417,587.50
11/01/2023		156,618.75	156,618.75	
05/01/2024	105,000	156,618.75	261,618.75	418,237.50
11/01/2024		154,072.50	154,072.50	
05/01/2025	110,000	154,072.50	264,072.50	418,145.00
11/01/2025		151,405.00	151,405.00	
05/01/2026	115,000	151,405.00	266,405.00	417,810.00
11/01/2026		148,616.25	148,616.25	
05/01/2027	125,000	148,616.25	273,616.25	422,232.50
11/01/2027		145,585.00	145,585.00	
05/01/2028	130,000	145,585.00	275,585.00	421,170.00
11/01/2028		142,432.50	142,432.50	
05/01/2029	135,000	142,432.50	277,432.50	419,865.00
11/01/2029		139,158.75	139,158.75	
05/01/2030	145,000	139,158.75	284,158.75	423,317.50
11/01/2030		135,243.75	135,243.75	
05/01/2031	150,000	135,243.75	285,243.75	420,487.50
11/01/2031		131,193.75	131,193.75	
05/01/2032	160,000	131,193.75	291,193.75	422,387.50
11/01/2032		126,873.75	126,873.75	
05/01/2033	170,000	126,873.75	296,873.75	423,747.50
11/01/2033		122,283.75	122,283.75	
05/01/2034	180,000	122,283.75	302,283.75	424,567.50
11/01/2034		117,423.75	117,423.75	
05/01/2035	190,000	117,423.75	307,423.75	424,847.50
11/01/2035		112,293.75	112,293.75	
05/01/2036	200,000	112,293.75	312,293.75	424,587.50
11/01/2036		106,893.75	106,893.75	
05/01/2037	210,000	106,893.75	316,893.75	423,787.50
11/01/2037		101,223.75	101,223.75	
05/01/2038	220,000	101,223.75	321,223.75	422,447.50
11/01/2038		95,283.75	95,283.75	
05/01/2039	235,000	95,283.75	330,283.75	425,567.50
11/01/2039		88,938.75	88,938.75	
05/01/2040	245,000	88,938.75	333,938.75	422,877.50
11/01/2040		82,140.00	82,140.00	
05/01/2041	260,000	82,140.00	342,140.00	424,280.00
11/01/2041		74,925.00	74,925.00	
05/01/2042	275,000	74,925.00	349,925.00	424,850.00
11/01/2042		67,293.75	67,293.75	
05/01/2043	290,000	67,293.75	357,293.75	424,587.50
11/01/2043		59,246.25	59,246.25	
05/01/2044	310,000	59,246.25	369,246.25	428,492.50
11/01/2044		50,643.75	50,643.75	
05/01/2045	325,000	50,643.75	375,643.75	426,287.50
11/01/2045		41,625.00	41,625.00	
05/01/2046	345,000	41,625.00	386,625.00	428,250.00
11/01/2046		32,051.25	32,051.25	
05/01/2047	365,000	32,051.25	397,051.25	429,102.50



## BOND DEBT SERVICE

\$6,170,000

Dowden West Community Development District  
(Orlando, Florida)  
Special Assessment Revenue Bonds,  
Series 2018

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
11/01/2047		21,922.50	21,922.50	
05/01/2048	385,000	21,922.50	406,922.50	428,845.00
11/01/2048		11,238.75	11,238.75	
05/01/2049	405,000	11,238.75	416,238.75	427,477.50
	6,170,000	6,647,996.25	12,817,996.25	12,817,996.25

\$6,170,000  
Dowden West Community Development District  
(Orlando, Florida)  
Special Assessment Revenue Bonds,  
Series 2018  
Project Fund

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.444652%)
12/21/18	Beg Bal	-5,305,501.25	-6,940,246.08
03/15/19		-12,614.24	-16,295.43
10/23/19		1,207.00	1,509.33
10/23/19		1,005.00	1,256.73
11/05/19		-967.57	-1,207.76
11/22/19		4,613,643.00	5,744,365.71
11/25/19		-4,613,598.00	-5,741,738.78
11/25/19		4,613,643.00	5,741,794.79
06/01/20		4,387.50	5,310.89
07/23/20		7,315.00	8,786.07
07/19/21		646,268.67	736,076.23
07/22/21		2,150.00	2,447.67
11/03/21		36,192.00	40,586.59
11/30/21	MMkt Bal	19,593.24	21,883.99
11/30/21	MMkt Acc	0.23	0.26
-----			
12/21/23	TOTALS:	12,723.58	-395,469.80
-----			

ISSUE DATE:	12/21/18	REBATABLE ARBITRAGE:	-395,469.80
COMP DATE:	12/21/23	NET INCOME:	12,723.58
BOND YIELD:	5.444652%	TAX INV YIELD:	0.209315%

\$6,170,000  
Dowden West Community Development District  
(Orlando, Florida)  
Special Assessment Revenue Bonds,  
Series 2018  
Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.444652%)
12/21/18	Beg Bal	-209,945.00	-274,633.80
01/03/19		18.98	24.78
02/04/19		53.49	69.52
03/04/19		48.32	62.52
04/02/19		53.49	68.92
05/02/19		51.77	66.41
06/04/19		53.49	68.29
07/02/19		51.77	65.82
08/01/19		44.58	56.43
09/04/19		35.66	44.92
10/02/19		31.06	38.96
11/04/19		26.75	33.40
12/03/19		25.88	32.17
01/03/20		26.75	33.10
02/04/20		26.67	32.85
03/03/20		22.08	27.08
04/02/20		9.95	12.15
05/04/20		1.72	2.09
06/02/20		1.78	2.15
07/02/20		1.03	1.24
08/04/20		0.98	1.18
09/02/20		0.89	1.06
10/02/20		0.86	1.02
11/03/20		0.89	1.05
12/02/20		0.86	1.01
01/05/21		0.89	1.04
02/02/21		0.89	1.04
03/02/21		0.81	0.94
04/02/21		0.89	1.03
05/04/21		0.86	0.99
06/02/21		0.89	1.02
07/02/21		0.86	0.98
08/03/21		0.89	1.01
09/02/21		0.89	1.01
10/04/21		0.86	0.97
11/02/21		0.89	1.00
11/30/21	MMkt Bal	209,945.00	234,490.80
11/30/21	MMkt Acc	0.86	0.96
-----			
12/21/23	TOTALS:	600.18	-39,382.85
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ISSUE DATE:	12/21/18	REBATABLE ARBITRAGE:	-39,382.85
COMP DATE:	12/21/23	NET INCOME:	600.18
BOND YIELD:	5.444652%	TAX INV YIELD:	0.097287%

\$6,170,000  
Dowden West Community Development District  
(Orlando, Florida)  
Special Assessment Revenue Bonds,  
Series 2018  
Capitalized Interest Fund

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.444652%)
12/21/18	Beg Bal	-284,153.75	-371,707.94
01/03/19		-18.98	-24.78
02/04/19		-53.49	-69.52
03/04/19		-48.32	-62.52
04/02/19		-53.49	-68.92
05/01/19		119,161.25	152,882.89
05/02/19		-51.77	-66.41
06/04/19		-53.49	-68.29
07/02/19		-51.77	-65.82
08/02/19		-44.58	-56.42
09/04/19		-35.66	-44.92
10/02/19		-31.06	-38.96
11/01/19		164,992.50	206,074.00
11/04/19		-26.75	-33.40
11/05/19		967.57	1,207.76
-----			
12/21/23	TOTALS:	498.21	-12,143.26
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ISSUE DATE:	12/21/18	REBATABLE ARBITRAGE:	-12,143.26
COMP DATE:	12/21/23	NET INCOME:	498.21
BOND YIELD:	5.444652%	TAX INV YIELD:	0.268666%

\$6,170,000  
Dowden West Community Development District  
(Orlando, Florida)  
Special Assessment Revenue Bonds,  
Series 2018  
Rebate Computation Credits

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.444652%)
12/21/19		-1,730.00	-2,144.69
12/21/20		-1,760.00	-2,067.77
-----			
12/21/23	TOTALS:	-3,490.00	-4,212.46
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ISSUE DATE: 12/21/18    REBATABLE ARBITRAGE: -4,212.46  
COMP DATE: 12/21/23  
BOND YIELD: 5.444652%